

Appendix 16
Sweetwater Kayak Agreement

#9005

TO: Stephen M. Spratt, County Administrator

THROUGH: Jacob Stowers, Assistant County Administrator

FROM: Will Davis, Director, Environmental Management

SUBJECT: Temporary 6-Month Canoe/Kayak Concession License Agreement
for Weedon Island Preserve

DATE: August 5, 2005

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE AND EXECUTE THE TEMPORARY 6-MONTH CANOE/KAYAK LICENSE AGREEMENT AT WEEDON ISLAND PRESERVE.

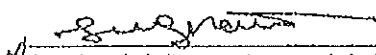
DISCUSSION: The Department of Environmental Management is proposing a study to investigate the feasibility of maintaining a canoe/kayak concession at Weedon Island Preserve in order to gain market data. The Department is proposing an exclusive License Agreement with a canoe/kayak vendor to be implemented beginning immediately and continuing for six (6) months. It is anticipated that a canoe/kayak concession will not only increase revenue, but will also increase visitation to the Preserve and the Weedon Island Preserve Cultural and Natural History Center.

At the end of the 6-month period, the Department should have sufficient data to either determine if a concession is unwarranted or if a competitive bid process for a long-term concession agreement is desirable. Three (3) vendors were contacted to obtain a proposal for this temporary license. Out of the three, only one, Sweetwater Kayak Outfitters, presented a proposal the terms of which are set forth in the attached License Agreement. The vendor will be limited to a particular area of the Preserve in order to limit its impact on normal visitors to the Preserve. Additionally, several safeguards have been written into the License Agreement in an effort to provide reasonable and safe access to the water via canoes/kayaks for patrons of the Preserve.

There are no costs associated with the concession. Revenues directly related to this License Agreement are provided for in the amount of 20 percent of gross sales, as evidenced by the vendor's monthly sales receipts.

Two original agreements signed by the vendor are attached. Once signed, please retain one original for filing with Board Records and return one original for the vendor to Jackie Trainer, Environmental Management.

Recommendation Approved:


Stephen M. Spratt, County Administrator

Date: 8/9/05

Attachments:

- Contract Review Transmittal
- License Agreement
- Exhibit A - Concession Gross Sales Report
- Exhibit B - Sweetwater Kayaks Proposal
- Exhibit C - Map of Canoe/Kayak Concession Location
- Exhibit D - Sweetwater Kayak Outfitters Waiver
- Exhibit E - Sweetwater Kayak Outfitters Rental Form
- Exhibit F - Certificate of Liability Insurance
- Exhibit G - Certificate of Automobile Insurance
- Exhibit H - Worker's Compensation Status Confirmation

9005

CONTRACT/LICENSE REVIEW TRANSMITTAL SLIPPROJECT: Canoe/Kayak Temporary 6-month License Agreement with Sweetwater Kayaks

BID / CONTRACT NO.: _____ ESTIMATED EXPENDITURE / REVENUE: 20% gross sales
 (Circle appropriate choice above.) (Circle appropriate choice above.)

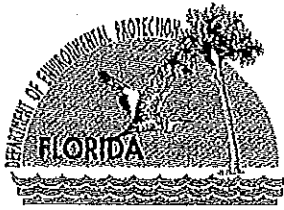
In accordance with the policy guide for Contract Administration, the attached documents are submitted for your review and comment.

Upon completion of your review, please complete the Contract Review Transmittal Slip below and call Janice Corcoran at x43969 to pick up. Please indicate suggested changes by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE LICENSE AGREEMENT: This is a temporary 6-month License Agreement designed to provide the Department of Environmental Management with marketing information necessary to draft competitive bid package for a canoe/kayak concession at Weedon Island Preserve. ONCE YOU HAVE SIGNED PLEASE CALL JANICE CORCORAN AT X43969 TO PICK UP AND WALK THRU REVIEW.

| REVIEW SEQUENCE | DATE | SIGNATURE | COMMENTS (IF ANY) | COMMENTS REVIEWED AND INCORPORATED (ORIGINATOR'S INITIALS & DATE) |
|-----------------------------------|---------|-----------|---|--|
| Originator | 7/15/05 | | | |
| Will Davis | 7/14/05 | | | |
| Risk Management | 7/15/05 | | See # 11.C. pg 6 to Exhibit F additional insured PCB CC as certificate holder | change 8/1/05 |
| Beth Winkler | | | | |
| Purchasing | 7/15/05 | | | |
| Joe Lauro | | | | |
| OMB (if needed) | 7/15/05 | | See comments in red throughout documents | comment added 8/1/05 |
| Bill Berger | | | | |
| Lease Management | 7-19 | | See comments | comment added 8/1/05 |
| Dave DelMonte | | | | |
| Finance | 7-10-05 | | #3. They should not send us if sales tax. They report 100% of sales + 100% of taxes. Send us commission only. | OK 8/1/05 |
| Michelle Farmin | | | | |
| Assistant County Administrator | 7/22/05 | | | |
| Jake Stowers | | | | |
| Legal | 7-26-05 | | pgs. 2, 3, 5, 8 Ex. D | change 8/1/05 |
| Jewel Cole | | | | |

Please return to Jackie Trainer by July 20, 2005. All inquiries should be made to Cathy Flegel at (727) 453-6930 or (727) 580-5620. Thank you.



Jeb Bush
Governor

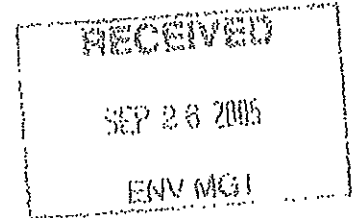
Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Colleen M. Castille
Secretary

September 22, 2005

Mr. William M. Davis, Bureau Director
Pinellas County Department of Environmental Management
512 S. Ft. Harrison Avenue
Clearwater, Florida 33756



Re: Weedon Island Preserve, Lease #3985
Canoe/Kayak Concession

Dear Mr. Davis:

The Office of Environmental Services, acting as agent for the Board of Trustees of the Internal Improvement Trust Fund, supports the contractual agreement of a 6-month pilot canoe/kayak concession for the Weedon Island Preserve. Canoeing/kayaking activities are within the scope of the management philosophy of the approved management plan.

Approval of this activity does not waive the authority or jurisdiction of any governmental entity that may have an interest in this project. Implementation of any upland activities proposed by the management plan may require a permit or other authorization from federal and state agencies having regulatory jurisdiction over those particular activities. Pursuant to the conditions of your lease, please forward copies of all permits to this office upon issuance.

Sincerely,

Paula L. Allen
Office of Environmental Services
Division of State Lands
Department of Environmental Protection

PLA/kgs

cc: Ms. Pam Leasure, South County Land Manager, BLD
Ms. Phyllis Kollanos, Manager, WIPCNHC
Mr. Mark Glisson, ARC Staff Director

"More Protection, Less Process"

Printed on recycled paper.

CONCESSION LICENSE AGREEMENT

THIS AGREEMENT, is made and entered into as of the 9 day of August 2005, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Sweetwater Kayak Outfitters, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to establish Canoe/Kayak Concession Services, as defined herein, at Weedon Island Preserve, a County-operated facility, at 1800 Weedon Drive NE, St. Petersburg, Florida, 33702 (the "Preserve"); and

WHEREAS, in order to evaluate the market potential, operational requirements and Preserve impacts, the County and Contractor agree to the trial concession program described herein based on Contractor's representations that it is able to satisfactorily provide Canoe/Kayak Concession Services on a six (6) month trial basis; and

WHEREAS, Contractor acknowledges that in the event the County determines, in its sole discretion, to continue Canoe/Kayak Concession Services at the Preserve after the trial period, which said services would be competitively procured by the County in accordance with its Purchasing Ordinance,

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Definitions:

a.) "Exclusive" shall mean that the County shall not grant a concession license agreement to any other party for the same or similar goods or services in the Preserve provided by Contractor during the term hereof; provided, however, the exclusive rights granted herein shall not apply to special events authorized by the County, or prohibit members of the public from using the Preserve, utilizing third parties to provide goods or services permitted by and in accordance with rules and regulations or applicable County ordinances.

b.) "Minimum Operating Standards" shall mean the operational requirements described in Section 5 herein;

c.) "Monthly Gross Sales," less sales tax, shall mean the gross revenues received by the Contractor from all rentals, tours, and classes of Canoe/Kayak Concession services in, on, or from the Preserve on a monthly basis during the term hereof. It includes the entire amount of the rental fee of all canoes/kayaks rented, and revenues received for all tours and classes performed in or from the Contractor, its employees, agents, subtenants, licensees and assignees, including all revenue derived by Contractor from its activities and business, whether for cash or for credit and the entire amount of all sales filled at or secured or received in the

Preserve. No deductions shall be allowed for uncollected or uncollectible accounts. The Compensation provision applies with full force and effect to any mail-order revenues, website revenues, electronic commerce, Internet or e-mail orders, which advertises, references, depicts or emanates from the Contractor's business at the Preserve.

d.) "Canoe/Kayak Concession Services" shall mean the services provided by the Contractor to the general public at the Preserve on weekend days, holidays and on-call weekdays, including kayak and canoe rentals, guide trips or training programs, and shall not be revised or changed in any way without the prior written consent of the Pinellas County Department of Environmental Management ("Department").

2. Services to be Performed:

The Contractor hereby agrees to provide the County with Canoe/Kayak Concession Services in accordance with the Minimum Operating Standards described in Section 5, herein.

3. Compensation:

As compensation for the privilege of providing Canoe/Kayak Concession Services to the County as described herein, the Contractor shall pay the County twenty percent (20%) of the Monthly Gross Sales plus any applicable sales tax. Payment shall be made monthly by the 15th of the month (the "Due Date"), with the first monthly payment due on ~~September~~ 15th, 2005. Payments will include Monthly Gross Sales plus any applicable sales tax from the first day through the last day of the month prior to the Due Date. Payments not received by the Due Date shall be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within thirty (30) days of the Due Date, then the County may cancel this Agreement and begin procedures to collect any outstanding payments.

a.) The Contractor shall provide the Gross Sales Report to the COUNTY, the form of which is attached hereto as Exhibit "A" by the last day of the month, with payment of the fees as provided herein. A copy of the Gross Sales Report will be provided to the Office of Budget and Management's Business Development Manager.

b.) The monthly payments shall be made payable to "Pinellas County" and sent to the Department of Environmental Management, 512 S. Ft. Harrison Ave., Clearwater, Florida, 33756.

c.) The Gross Sales Report shall be based on source documents, numbered receipts and books of original entry. Books of original entry and source documents shall be retained by the Contractor as provided in Section 10. Fee structure shall follow that of the Contractor's proposal as illustrated in Exhibit B.

4. Term of Agreement:

The term of this Agreement shall commence on ²⁰~~August 27~~²⁰, 2005, and end on ~~February 28~~²⁰, 2006, unless canceled or terminated as provided herein.

5. Minimum Operating Standards:

Contractor shall conform to the following Operation Standards:

a.) Contractor shall at a minimum provide canoe/Kayak Concession Services at the Preserve from 9:00 A.M. to 5:00 P.M., on weekends and holidays during the term as provided herein. Contractor will provide on-call Canoe/Kayak Concession Services for additional weekdays beginning at 11:00 A.M. and ending at 7:00 P.M. or regular closing hours of Preserve, which occurs ever comes first, after notifying the Weedon Island Preserve Land Manager ("Manager"). In the event of inclement weather, Contractor may cease operations until the weather improves with the consent of the Weedon Island Preserve Land Manager, or his/her designee.

b.) The Canoe/Kayak Concession Services shall be provided at a location approved by the County as generally illustrated in Exhibit C. To facilitate the Canoe/Kayak Concession Services, the County agrees to set-aside two (2) existing parking spaces for the Contractor as illustrated in Exhibit C. The Contractor agrees to direct patrons to park in the Weedon Island Preserve Cultural and Natural History Center's main parking lot. Patron parking along Weedon Drive NE is not permitted.

c.) The Contractor shall not allow activities which are prohibited in all other County-owned or County-occupied buildings or land under the provisions of federal, state or local laws, rules, regulations or ordinances. By way of illustration and not limitation, state law prohibits the use of County-occupied buildings or land for political fundraisers [see §106.15(40), Florida Statutes] and federal and state law prohibits the use of County-occupied buildings or land for any implied promotion of a religion.

d.) No alcoholic beverages will be allowed at the Preserve in accordance with applicable County ordinances.

e.) The Contractor shall maintain the designated service area, including trash pickup, and keep the areas in good repair and in a clean, neat, orderly and sanitary condition. In addition, Contractor shall keep said areas free of all hazards at Contractor's sole expense. Contractor shall remove all equipment from the site at the end of each day of operation.

f.) In the event County pays any monies required to be paid by Contractor hereunder, County may demand repayment of same from Contractor within ten (10) days of payment and Contractor shall make such payment within ten (10) days of receipt of said demand. Contractor's failure to timely reimburse shall be deemed a breach of this Agreement.

g.) County shall not be liable in any manner for damages to Contractor's business and/or inventory, or for any other claim by Contractor, resulting from any interruption

in utility services. Contractor shall be responsible for supplying all utility services needed to perform under this Agreement.

h.) All property of any kind that may be within the Preserve during the continuance of the Agreement shall be at the sole risk of Contractor, and County shall not be liable to Contractor or any other person for any injury, loss or damage to property or to any person on said Preserve.

i.) Contractor will not make any alterations, improvements or additions in or to the Preserve, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment without the prior written consent of the Department. Contractor shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Preserve undertaken by Contractor. All such additions, improvements and fixtures except movable equipment and inventory shall become the property of County and remain upon the Preserve and be surrendered upon termination of the Agreement.

j.) Contractor agrees that any signs or advertising utilized at the Preserve or in marketing for Canoe/Kayak Concession Services must have prior written approval from the Department, which shall not be unreasonably withheld. The Contractor may erect and remove one temporary sign at the beginning and end of each day at the Canoe/Kayak Concession site. The County and the Contractor will make reasonable efforts to promote the Canoe/Kayak Concession to the public.

k.) Contractor hereby agrees that:

(i) no activity will be conducted in the Preserve that will produce any hazardous substance, except for such activities that are part of the ordinary course of Contractor's business (the "Permitted Activities") provided. Said Permitted Activities shall be conducted in accordance with all applicable laws and shall be approved in advance, in writing, by County.

(ii) the Preserve will not be used in any manner for the storage of any hazardous substances.

l.) Contractor agrees to establish and, when necessary, implement a County approved emergency response Plan to assist patrons who may need search and rescue services. Such Plan will ensure that each canoe/kayak is equipped with a means of communication and, if necessary, provide a two-way radio or other suitable communications device for this purpose. This Plan shall account for all canoes/kayaks at the end of each day. The Contractor shall require a County approved waiver and release to be executed by all patrons prior to any rental (Exhibit D).

m.) Contractor's equipment shall be in good repair at all times and meet County approval.

n.) Contractor employees shall be easily identifiable and Contractor staffing shall be sufficient to service demand.

6. Amendment:

This Agreement may be amended only by mutual written consent of the parties.

7. Assignment/Subcontracting:

The Contractor shall provide all services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The County shall have the right to terminate this Agreement, which right shall not be unreasonably exercised by the County, in those instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

8. Termination and or Cancellation:

a.) Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the sole discretion of the County.

b.) In the event that sufficient budgeted funds are not available for the County's obligations under this Agreement for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

c.) In addition to all other legal remedies available to County, in the event the County elects to cancel this Agreement as provided herein, the County may obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

9. Permits/Licenses:

a.) Contractor must secure and maintain any and all permits and licenses to provide services pursuant to this Agreement. Contractor shall comply with all laws, regulations, and ordinances concerning its operation.

b.) It is the County's responsibility to secure permission for a Canoe/Kayak Concession to operate at the designated site from the State of Florida within thirty (30) days of

this Agreement. In the event such permission is not granted by the State, then the County may cancel this agreement immediately.

10. Audit:

The Contractor shall retain all records relating to this contract for a period of at least five (5) years after final payment is made. All records (Exhibit E) and numbered receipts shall be maintained in accordance with County policy, and inspection of records shall be pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

11. Minimum Insurance Requirements:

Contractor shall procure, pay for and maintain during the term of the Lease insurance as required herein:

a.) Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000 each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$1,000,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability shall be included to limits of \$50,000, per occurrence. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in the following form to reach the total required limits.

b.) Workers' Compensation in at least the limits required by Florida Law, and Employers' Liability, where applicable, of not less than \$100,000.

c.) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$100,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000 each occurrence. (Combined single Limits of not less than \$100,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

d.) A Certificate of Insurance shall be filed within on or before the 22nd of July 2005 with Lease Management, 201 Rogers Street, Clearwater, Florida 33756. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. CONTRACTOR shall notify COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of CONTRACTOR. The term "COUNTY" or "PINELLAS COUNTY" shall include all

Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members and employees thereof in their official capacities while acting on behalf of PINELLAS COUNTY. The Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature. The CONTRACTOR hereby waives subrogation rights for loss or damage against the COUNTY.

12. Indemnification:

Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

13. Governing Law:

The laws of the State of Florida shall govern this Agreement.

14. Additional Reports:

On a quarterly basis, the Contractor shall provide the County a registry of guests that includes the number of canoes and/or kayaks rented, rental cost, total number of guests serviced, dates and times of rentals, and any demographic information that may be collected, as well as any additional information which the Contractor obtains from any consumers surveys conducted during the term of this Agreement.

15. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986:

The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of the County.

16. Severability:

The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such

determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

17. Notice:

Any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For the Contractor:

Sweetwater Kayak Outfitters
10000 Gandy Blvd.
St. Petersburg, FL 33702

For the County:

Pinellas County
Department of Environmental Management
512 S. Fort Harrison
Clearwater, FL 33756

With a copy to:

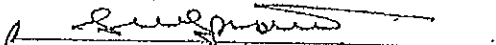
Pinellas County Lease Mgt. Division
201 Rogers Street
Clearwater, FL 33756

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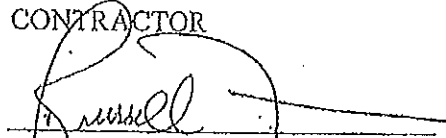
IN WITNESS WHEREOF the parties herein have executed this Concession License

Agreement, as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator


Stephen M. Spratt, County Administrator

CONTRACTOR

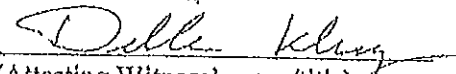

President (Signature)


Russell Farrow
President (Printed Name)

[Corporate Seal]

ATTEST:

ATTEST:

By: 
(Attesting Witness' name/title)

By: 
(Attesting Witness' name/title)
Robert Chierico
Shop Manager

APPROVED AS TO FORM:


Office of the County Attorney

APPROVED AS TO FORM SUBJECT
TO PROPER EXECUTION:

Office of the County Attorney

EXHIBIT A

CONCESSION GROSS SALES REPORT

Concession Name: _____

Mail To: Pinellas County Department of Environmental Management
Attn. Jackie Trainer
512 S. Ft. Harrison Ave.
Clearwater, FL 33756

Make Check Payable To: Pinellas County Board of County Commissioners

Report for month of _____ 200__

Gross Sales, less sales tax:

| | |
|------------------------------------|-------|
| Kayak/Canoe Rental | _____ |
| Tours | _____ |
| Classes | _____ |
| Total Gross Sales | _____ |
| Payment Due -- % of gross sales | _____ |

Contract Term to date sales \$ _____

Remitted By: _____

Payments must be submitted by the 15th of the month.

Exhibit B

Weedon Island Preserve Cultural and Natural History Center
1800 Weedon Drive NE
St Petersburg, Florida 33702
(727) 453-6503

PROPOSAL
Kayak Rental Concession
Weedon Island Preserve

Applicant: Sweetwater Kayaks
10000 Gandy Blvd
St Petersburg, Florida 33702
(727) 570-4844 FAX (727) 563-0553
theshop@sweetwaterkayaks.com
www.sweetwaterkayaks.com
Owners: Jean Totz and Russell Farrow

Sweetwater Kayaks would like the opportunity to provide kayak and canoes rentals for the visitors c Weedon Island Preserve.

- ▶ Established in 1993, SWK (Sweetwater Kayaks) has been providing rentals for 12 years.
- ▶ We are located just 8 minutes away from the preserve
- ▶ SWK has been providing rentals to the preserve for our customers for 3 years on a daily basis
- ▶ Fully insured and staffed by trained and certified staff. (water safety, 1st aid, CPR)
- ▶ SWK has a growing rental fleet of over 30 boats along with paddling equipment.
- ▶ SWK has the capability to start rental concession at anytime.
- ▶ Can guide tours and offer kayak classes in addition to rentals.
- ▶ Will be interactive with regards to logistics that will be to everyone's benefit
- ▶ SWK has credit card capabilities and can manage the sales tax process.

Proposal:

Sweetwater Kayaks proposes 20% of rental income to go to Weedon Island Preserve.

Single kayaks \$35.00 for half day (\$7.00 to preserve)

Tandem Kayaks and canoes \$50.00 for half day (\$10.00 to the preserve)

Kayak Tours \$45 per person includes lunch (\$9.00 to the preserve)

Kayak Class \$49.00 per person includes boat and equipment (\$9.80 to preserve)

Sweetwater Kayaks owners; Jean Totz and Russell Farrow are eager to work with Weedon Island Preserve in anyway that will be in the best interest of the park. We feel we are flexible and have a great deal of respect for the preserve.

Your consideration of our proposal will be greatly appreciated.

Jean Totz

Russell Farrow

EXHIBIT C

WEEDON ISLAND PRESERVE

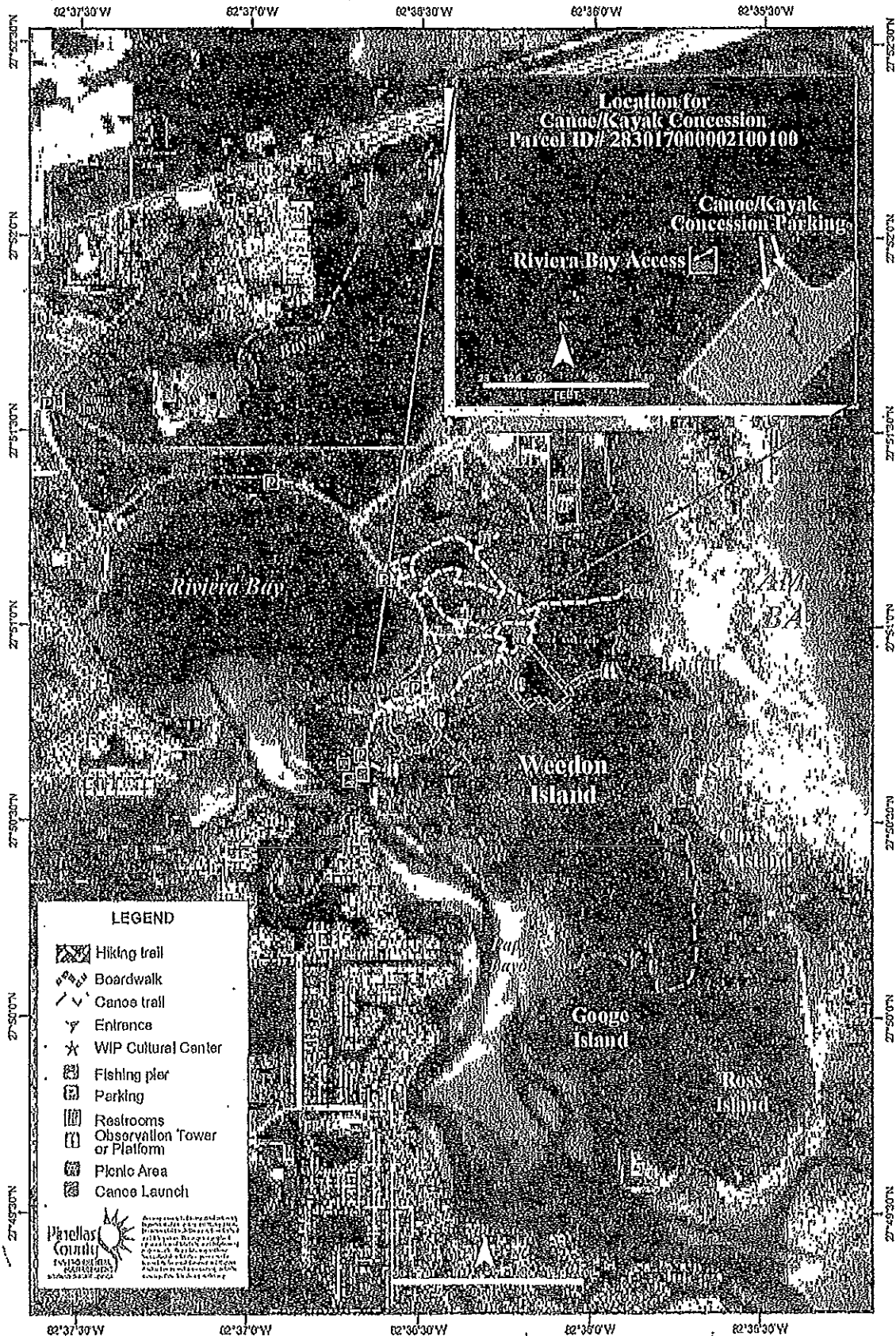


EXHIBIT D

**Rules, Regulations and Waiver of Liability Agreement
Weedon Island Preserve/Sweetwater Kayaks**

My signature below confirms that I understand and agree to comply with the following "Rules and Regulations for canoe and kayak rental in the preserve as stated below. I also understand that this activity may involve some risks, and that I am liable for loss or damage to the rental equipment and for the personal safety of the occupants. I therefore agree that I am assuming all risks in connection with my participation in renting kayaks/canoes at Weedon Island.

- At least one person in a tandem must be 18 years of age
- Canoe/kayak the trails at your own risk; County staff and volunteers, and Sweetwater and staff are not responsible for personal injury or loss of property.
- Maximum canoe capacity is 3 person, only one child under 6 years old per canoe.
- Florida law requires that children under 6 years of age MUST wear a Personal Flotation Device(PFD). All others must have a PFD in their possession.
- All individuals must know how to swim or must be wearing a PFD.
- Do not feed or provoke wildlife.
- Intentional capsizing or swamping is prohibited.
- No swimming is allowed.
- Equipment will not be removed from Weedon Island Preserve.

As a condition of my participation, I further agree, represent and warrant to Sweetwater Kayaks, Pinellas County and its agencies that:

1. I have sufficient physical strength, endurance and experience to enable me to participate.
2. I do not have any health problems or medical conditions that might preclude my participation.
3. I will follow instructions given to me by any persons conducting the activity, including wearing life preservers or similar protective equipment.
4. I also know that the activity could be dangerous, and I will take appropriate precautions to minimize the possibility of injury to others and myself.

I understand that Pinellas County and Sweetwater Kayaks are relying on these statements in allowing me to participate in the activity. I also understand that by signing below, I am releasing the Department of Environmental Management, Pinellas County, Sweetwater Kayaks and their respective officers, employees, and agents from any liability for personal injury or property damage if I, or anyone under my control, is injured or property is damaged, whether before, during, or after participating in the activity, which means, I am agreeing not to sue them if anything happens to me or my property. By signing below, I am also agreeing to indemnify and hold them harmless from and against any claim, damage, loss, cost, expense, or other liability (including, without limitation their attorney's fees and costs of defense) in the event a claim is made against one or more of them as a result of my participation of the activity.

Signature _____

_____ Date

Signature _____

_____ Date

Signature _____

_____ Date

Signature _____

_____ Date



10000 Gandy Blvd, St Petersburg FL 33702

WHEEDON ISLAND PRESERVE KAYAK AND CANOE RENTALS

EXHIBIT E

Date _____ PLEASE PRINT CLEARLY Invoice # _____

Name(s) _____ DOB _____

_____ DOB _____

_____ DOB _____

_____ DOB _____

Address _____

City _____ State _____ Zip _____

Cell Phone _____ Home Phone _____

| Description: Type/color/model | Rental # | Out | In | Cost |
|-------------------------------|----------|-----|----|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Sub Total | | | | |
| Tax | | | | |
| Total | | | | |

Method of payment: Cash _____ Check _____

CC# _____ Expires _____

Additional Equipment received:

- ☐ Radios: # _____
- ☐ Dry Bag
- ☐ Hand pump
- ☐ _____

EXHIBIT F

| ACORD 25 | | DATE (MM/DD/YY) 08/04/05 | | | |
|---|---|---|-------------------------------------|--------------------------------------|---|
| PRODUCER THOMPSON-GUSIO INSURANCE GROUP 2140 ARDMORE BLVD PITTSBURGH PA 15221-4850 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE | | | |
| INSURED WYSEETWATER KAYAKS 10000 GANDY BLVD NORTH ST PETERSBURG FL 33702 | | COMPANY A GULF INSURANCE CO COMPANY B COMPANY C COMPANY D | | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | |
| CO- LIN | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> ADDITIONAL <input type="checkbox"/> OWNERS & CONTRACTORS PAID | CLP4305871 | 11/15/04 | 11/15/05 | GENERAL AGGREGATE Unlimited PRODUCTS-COMPLIANCE 12,000,000 PERSONAL & ADV. INJURY 11,000,000 EACH OCCURRENCE 11,000,000 MED. DMLR (Any one Ins) 1 50,000 MED EXP (Any one Ins) 1 5,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NONOWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COINSURED VEHICLE LIMIT 1 POLICY LIMIT 0 POLICY LIMIT 0 POLICY LIMIT 0 PROPERTY DAMAGE 3 |
| | BARBARIAN LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - NO ACCIDENT 0 OTHER THAN AUTO ONLY 0 HIGH ACCIDENT 0 AGGREGATE 1 |
| | BOATERS LIABILITY <input type="checkbox"/> BOATERS FORM <input type="checkbox"/> OTHER THAN BOATERS FORM | | | | BOATERS FORM 1 AGGREGATE 1 |
| | WORKERS COMPENSATION AND EMPLOYERS LIABILITY THIS PROVISION IS <input type="checkbox"/> NOT <input checked="" type="checkbox"/> EXCLUDED OTHER | | | | WORKERS COMPENSATION 1 EMPLOYERS LIABILITY 1 AGGREGATE 1 |
| IT IS UNDERSTOOD AND AGREED THAT CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED BUT ONLY WITH RESPECT TO IT'S LIABILITY ARISING OUT OF THE ACTIVITIES OF THE NAMED INSURED | | | | | |
| PINELLAS CO BOARD COMMISSIONER C/O WEDDON ISLAND PRESERVE 1800 WEDDON DRIVE N E SAINT PETERSBURG FL 33702 | | SHOULD ANY OF THE ABOVE INSURED POLICIES BE OR CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURED COMPANY WILL BE RESPONSIBLE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER IN ACCORDANCE TO THE LAW, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT BE A BASIS FOR CANCELLATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE T. Robb Gusio, AAT PG 1 | | | |

PROGRESSIVE
PO BOX 94719
CLEVELAND, OH 44101

PROGRESSIVE EXHIBIT C

Named Insured:

SWEETWATER
10000 GANDY BLVD N
ST. PETERSBURG, FL 33702

Policy Number: 04150052-5

Progressive Express Insurance Company

December 8, 2004

Policy Period: Dec 3, 2004 - Dec 3, 2005

Page 1 of 2

personal.progressive.com

Make payments, check billing activity or check
status of a claim.

800-444-4007

For policy service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

Your coverage began on December 8, 2004 at 12:01 a.m. This policy expires on December 3, 2005 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 7950 (02-03). The contract is modified by forms 4898 (08/03), 4868 (06/03), 1963 (06/03), 2068 (06/03), 1652 (06/03) and 4792A (01/03).

The named insured organization type is a corporation.

Outline of coverage

| Description | Limits | Deductible | Premium |
|--|---|------------|---------|
| Liability To Others | | | \$878 |
| Bodily Injury and Property Damage Liability | \$100,000 combined single limit | | |
| Uninsured/Underinsured Motorist - Nonstacked | \$10,000 each person/\$20,000 each accident | | 68 |
| Basic Personal Injury Protection | | | 156 |
| Without Work Comp-Named Insured Only | \$10,000 each person | \$0 | |
| Total 12 month policy premium | | | \$1,102 |

Named Drivers

1. GREGORY TOTZ
2. JEAN TOTZ
3. RUSSELL FARKOW

Auto coverage schedule

1. 1999 Ford Cargo/Compact Van
VIN: 1F7DE14N1KHC24171

Gauging Zip Code: 33715

Radius: 50

| Liability Premium | Liability | Uninsured BI | PIP | Auto Total |
|----------------------|-----------|--------------|-----|------------|
| \$878 | \$68 | \$156 | | \$1,102 |

EXHIBIT H

From: Hunter, Loretta
Sent: Wednesday, July 06, 2005 5:36 PM
To: Flegel, Cathy
Subject: RE: Canoe/Kayak Concession at WIP

The business Sweetwater kayaks Outfitters, Inc. meets the State of Florida Bureau of Workers' Compensation definition of an independent contractor. This will meet the requirement for workers' compensation insurance in the contract.

M. Loretta Hunter
Risk Management Analyst
400 S. Ft. Harrison Ave.
Clearwater, Florida 33756
(727) 464-3777 Fax (727) 453-3303
lhunter@co.pinellas.fl.us

From: Flegel, Cathy
Sent: Wednesday, July 06, 2005 6:52 AM
To: Hunter, Loretta
Subject: RE: Canoe/Kayak Concession at WIP

Thanks so much!

Catherine S. Flegel Ph.D.
Administrative Projects Coordinator
Pinellas County
Department of Environmental Management
Environmental Lands Division
3620 Fletch Haven Drive
Tarpon Springs, FL 34688
(727) 453-6930 (office), (727) 680-5620 (cell)

From: Hunter, Loretta
Sent: Tuesday, July 05, 2005 5:28 PM
To: Flegel, Cathy
Subject: RE: Canoe/Kayak Concession at WIP

Cathy,

I will send you an e-mail once I speak with the owners. I will let you know if they meet the State definition of an independent contractor for workers' comp.

M. Loretta Hunter
Risk Management Analyst
400 S. Ft. Harrison Ave.
Clearwater, Florida 33756
(727) 464-3777 Fax (727) 453-3303
lhunter@co.pinellas.fl.us

EXHIBIT H

From: Fiegel, Cathy
Sent: Tuesday, July 05, 2005 4:30 PM
To: Hunter, Loretta
Subject: Canoe/Kayak Concession at WIP

Loretta,
Thanks so much for helping me!

Sweetwater Kayaks - 727-570-4844 Owners are Jean Totz and Russell Farrow - for the workman's compensation question. On their website, they list 3 other employees as staff (www.sweetwaterkayaks.com)

CONCESSION LICENSE AGREEMENT

THIS AGREEMENT, is made and entered into as of the 11th day of August, 2006, ("Effective Date") by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Sweetwater Kayak Outfitters Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to establish Canoe/Kayak Concession Services, as defined herein, at Weedon Island Preserve, a County-operated facility, at 1800 Weedon Drive NE, St. Petersburg, Florida, 33702 (the "Preserve"); and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Definitions:

- a) "Exclusive" shall mean that the County shall not grant a Concession License Agreement to any other party for the same or similar goods or services in the Preserve provided by Contractor during the term hereof; provided, however, the exclusive rights granted herein shall not apply to special events authorized by the County, or prohibit members of the public from using the Preserve, utilizing third parties to provide goods or services permitted by and in accordance with rules and regulations or applicable County ordinances.
- b) "Minimum Operating Standards" shall mean the operational requirements described in Section 5 herein;
- c) "Monthly Gross Sales," less sales tax, shall mean the gross revenues received by the Contractor from all rentals, tours, classes, and merchandise sales of Canoe/Kayak Concession services in, on, or from the Preserve on a monthly basis during the term hereof. It includes the entire amount of the rental fee of all canoes/kayaks rented, and revenues received for all tours, classes performed and merchandise sold in or from the Contractor, its employees, agents, subtenants, licensees and assignees, including all revenue derived by Contractor from its activities and business, whether for cash or for credit and the entire amount of all sales filled at or secured or received in the Preserve. No deductions shall be allowed for uncollected or uncollectible accounts. The Compensation provision applies with full force and effect to any mail-order revenues, website revenues, electronic commerce, Internet or e-mail orders, which advertises, references, deplets or emanates from the Contractor's business at the Preserve.
- d) "Canoe/Kayak Concession Services" shall mean the services provided by the Contractor to the general public at the Preserve on weekend days, holidays and on-call weekdays, including kayak and canoe rentals, guide trips or training programs, and shall not be revised or changed in any way without the prior written consent of the Pinellas County Department of Environmental Management ("Department").

2. Services to be Performed:

The Contractor hereby agrees to provide the County with Canoe/Kayak Concession Services in accordance with the Minimum Operating Standards described in Section 5, herein.

3. Compensation:

a) As compensation for the privilege of providing Canoe/Kayak Concession Services to the County as described herein, the Contractor shall pay the County twenty-five percent (25%) of the Monthly Gross Sales plus any applicable sales tax on rentals, classes, and tours, and ten percent (10%) of the Monthly Gross Sales on merchandise, plus any applicable sales tax. Payment shall be made monthly by the 15th of the month (the "Due Date"), with the first monthly payment due on September 15, 2006. Payments shall include Monthly Gross Sales plus any applicable sales tax from the first day through the last day of the prior month. Payments not received by the Due Date shall be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within thirty (30) days of the Due Date, then the County may cancel this Agreement and begin procedures to collect any outstanding payments. At the County's option, compensation for the sale of merchandise shall be waived for the first twelve (12) months of the agreement. Any additional waivers will be at the discretion of the County.

b) The County shall be compensated by the Contractor for all kayak/canoe launches at Weedon Island Preserve performed by the Contractor on weekend and weekdays, regardless of how the customer contacts the Contractor or where the customer pays for kayak/canoe services, unless prior permission has been obtained.

c) The Contractor shall provide the Gross Sales Report to the COUNTY, the form of which is attached hereto as Exhibit A by the 15th of the month, with payment of the fees as provided in Exhibit B. A copy of the Gross Sales Report will be provided to the Office of Budget and Management's Business Development Manager.

d) The monthly payments shall be made payable to "Pinellas County Board of County Commissioners" and sent to the Department of Environmental Management, 512 S. Ft. Harrison Ave., Clearwater, Florida, 33756.

e) The Gross Sales Report shall be based on source documents, numbered receipts and books of original entry. Books of original entry and source documents shall be retained by the Contractor as provided in Section 10. Fee structure shall follow that of the Contractor's proposal as illustrated in Exhibit B.

4. Term of Agreement:

The term of this Agreement shall commence on August 11, 2006, and end on August 10, 2009, unless canceled or terminated as provided herein.

The contract may be renewed subject to written notice of agreement from the County and successful proposer, for an additional one (1) twenty-four (24) month period beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the Director of Purchasing.

5. Minimum Operating Standards:

Contractor shall conform to the following Operation Standards:

a) Contractor shall at a minimum provide canoe/Kayak Concession Services at the Preserve from 9:00 A.M. to regular closing hours of the Preserve on weekends and holidays during the term as provided herein. Contractor will provide on-call Canoe/Kayak Concession Services for additional weekdays beginning at 11:00 A.M. and ending at regular closing hours of Preserve.

b) In the event of inclement weather, the Contractor may cease operations until the weather improves with the consent of the Environmental Lands Division (ELD) Administrative Projects Coordinator, or his/her designee. When inclement weather, which is defined as winds greater than 12 mph and water temperatures below 60°F, prohibits the operation of the kayak/canoe concession the Contractor shall notify the ELD Administrative Projects Coordinator or his/her designee.

c) The Canoe/Kayak Concession Services shall be provided at a location approved by the County as generally illustrated in Exhibit C. To facilitate the Canoe/Kayak Concession Services, the County agrees to set-aside two (2) existing parking spaces for the Contractor as illustrated in Exhibit C. The Contractor agrees to direct patrons to park in the Weedon Island Preserve Cultural and Natural History Center's main parking lot. Patron parking along Weedon Drive NE is not permitted. The Contractor may request additional parking spaces based on demonstrated need. The Contractor may request use of the South Paddling Trail canoe/kayak launch based on demonstrated need.

d) The Contractor shall not allow activities which are prohibited in all other County-owned or County-occupied buildings or land under the provisions of federal, state or local laws, rules, regulations or ordinances. By way of illustration and not limitation, state law prohibits the use of County-occupied buildings or land for political fundraisers [see §106.15(40), Florida Statutes] and federal and state law prohibits the use of County-occupied buildings or land for any implied promotion of a religion.

e) No alcoholic beverages will be allowed at the Preserve in accordance with applicable County ordinances.

f) The Contractor shall maintain the designated service area, including trash pickup, and keep the areas in good repair and in a clean, neat, orderly, and sanitary condition. In addition, Contractor shall keep said areas free of all hazards at Contractor's sole expense. Contractor shall remove all equipment from the site at the end of each day of operation. The Contractor shall contact the South County Preserve Supervisor for assistance with on-site issues at the Preserve.

g) In the event County pays any monies required to be paid by Contractor hereunder, County may demand repayment of same from Contractor within ten (10) days of payment and Contractor shall make such payment within ten (10) days of receipt of said demand. Contractor's failure to timely reimburse shall be deemed a breach of this Agreement.

h) County shall not be liable in any manner for damages to Contractor's business and/or inventory, or for any other claim by Contractor, resulting from any interruption in utility services. Contractor shall be responsible for supplying all utility services needed to perform under this Agreement.

i) All property of any kind that may be within the Preserve during the continuance of the Agreement shall be at the sole risk of Contractor, and County shall not be liable to Contractor or any other person for any injury, loss or damage to property or to any person on said Preserve.

j) Contractor will not make any alterations, improvements or additions in or to the Preserve, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment without the prior written consent of the Department. Contractor shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Preserve undertaken by Contractor. All such additions, improvements and fixtures except movable equipment and inventory shall become the property of County and remain upon the Preserve and be surrendered upon termination of the Agreement.

k) Contractor agrees that any signs or advertising utilized at the Preserve or in marketing for Canoe/Kayak Concession Services must have prior written approval from the Department, which shall not be unreasonably withheld. The Contractor shall use standard verbiage of "Weedon Island Preserve" and "Weedon Island Preserve Cultural and Natural History Center" when referencing the Preserve and Center, respectively on all promotional materials. One standard, unlit sign no larger than 48 inches by 36 inches advertising the Contractor's phone number, website, and hours of operation at the Canoe/Kayak Concession site will be provided by the County. The County and the Contractor will make reasonable efforts to promote the Canoe/Kayak Concession to the public.

l) Contractor hereby agrees that:

- i. no activity will be conducted in the Preserve that will produce any hazardous substance.

ii. the Preserve will not be used in any manner for the storage of any hazardous substances.

m) Contractor agrees to establish and, when necessary, implement a County approved emergency response Plan to assist patrons who may need search and rescue services (Exhibit D). Such Plan will ensure that each canoe/kayak is equipped with a means of communication and, if necessary, provide a two-way radio or other suitable communications device for this purpose. This Plan shall account for all canoes/kayaks at the end of each day. The Contractor's emergency plan shall include and be approved by the County, the criteria and subsequent actions when inclement weather occurs. The Contractor shall require a County approved waiver and release to be executed by all patrons prior to any rental (Exhibit E).

n) In the event of an accident or life-threatening situation, the Contractor shall contact the ELD Operations Manager.

o) Contractor's equipment shall be in good repair at all times and meet County approval.

p) Contractor employees shall be easily identifiable and Contractor staffing shall be sufficient to service demand.

q) The Contractor shall comply with County exclusive sponsorship contract(s) for specified products (e.g. beverages, suntan lotion) that exist, now or in the future, within sixty (60) days of notice from the County of the existence of the County contract. The Contractor shall have the option to purchase under such agreements at pricing levels as stipulated in such agreements. However, the Contractor shall have the right to purchase products that comply with such agreements from any source.

6. Amendment:

This Agreement may be amended only by mutual written consent of the parties.

7. Assignment/Subcontracting:

The Contractor shall provide all services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The County shall have the right to terminate this Agreement, which right shall not be unreasonably exercised by the County, in those instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

8. Termination and or Cancellation:

a) Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the sole discretion of the County.

b) In the event that sufficient budgeted funds are not available for the County's obligations under this Agreement for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

c) In addition to all other legal remedies available to County, in the event the County elects to cancel this Agreement as provided herein, the County may obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

9. Permits/ Licenses:

a) Contractor must secure and maintain any and all permits and licenses to provide services pursuant to this Agreement. Contractor shall comply with all laws, regulations, and ordinances concerning its operation.

b) It is the County's responsibility to secure permission for a Canoe/Kayak Concession to operate at the designated site from the State of Florida within ninety (90) days of this Agreement. In the event such permission is not granted by the State, then the County may cancel this Agreement immediately.

10. Audit:

The Contractor shall retain all records relating to this contract for a period of at least five (5) years after final payment is made. All records (Exhibit F) and numbered receipts shall be maintained in accordance with County policy, and inspection of records shall be pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

11. Minimum Insurance Requirements:

Contractor shall procure, pay for and maintain during the term of the Lease insurance as required herein:

a) Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,00 each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less

than \$1,000,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability shall be included to limits of \$50,000, per occurrence. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in the following form to reach the total required limits.

b) Workers' Compensation in at least the limits required by Florida Law, and Employers' Liability, where applicable, of not less than \$100,000.

c) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limit of \$500,000, each occurrence, for bodily injury including death, and property damage of not less than \$100,000 each occurrence. (Combined single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

d) A Certificate of Insurance shall be filed annually with Lease Management, 201 Rogers Street, Clearwater, Florida 33756. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. CONTRACTOR shall notify COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of CONTRACTOR. The term "COUNTY" or "PINELLAS COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members and employees thereof in their official capacities while acting on behalf of PINELLAS COUNTY. The Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature. The CONTRACTOR hereby waives subrogation rights for loss or damage against the COUNTY.

12. Indemnification:

Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

13. Governing Law:

The laws of the State of Florida shall govern this Agreement.

14. Additional Reports:

The Contractor shall provide reports on a quarterly basis (1st qtr. October -- December, 2nd qtr. January -- March, 3rd qtr. April -- June, and 4th qtr. July -- September). Quarterly reports shall include the number of kayak/canoes rented, rental cost, total number of guests serviced, dates and times of rentals, demographic information, class attendance, and total merchandise sales, as well as any additional information which the Contractor obtains from any consumer surveys conducted during the term of this Agreement. Reports shall be due by the 15th of the month following the end of each quarter and mailed to the Administrative Projects Coordinator's attention at 3620 Fletch Haven Drive, Tarpon Springs, FL 34688.

15. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986:

The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, *et. seq.*, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of the County.

16. Severability:

The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

17. Notice:

Any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For the Contractor:
Sweetwater Kayaks
10000 Gandy Blvd.
St. Petersburg, FL 33702

For the County:
Pinellas County Department of
Environmental Management
512 S. Fort Harrison Avenue
Clearwater, FL 33756

With a copy to:
Pinellas County Lease Mgt. Division
201 Rogers Street
Tarpon Springs, FL 33702

Contact Information:
ELD Administrative Projects Coordinator
3620 Fletch Haven Drive
Tarpon Springs, FL 34688

Contact Information:
South County Preserve Supervisor
1500 Weedon Drive NE
Tarpon Springs, FL 33702
(727) 453-6522 (office)
(727) 580-0946 (cellular)

Contact Information:
ELD Operations Manager
3620 Fletch Haven Drive
Tarpon Springs, FL 34688
(727) 453-6919 (office)
(727) 580-6332 (cellular)

IN WITNESS WHEREOF the parties herein have executed this Concession License Agreement, pursuant to RFP No. 056-0293-IP as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

Candy Mancuso For JL
Joseph Lauro, Purchasing Director

CONTRACTOR

Jean Tab
President (Signature)

Jean Tab
President (Printed Name)

[Corporate Seal]

ATTEST:

ATTEST:

By: Patti Fontaine, Admin Secretary
(Attesting Witness' name/title)

By: RT Chiu
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Michelle Wallace
Office of the County Attorney

EXHIBIT A

CONCESSION GROSS SALES REPORT

Concession Name: Sweetwater Kayaks

Mail To: Pinellas County Department of Environmental Management
Attn. Jackie Trainer
512 S. Fort Harrison Ave.
Clearwater, FL 33756

Make Check Payable To: Pinellas County Board of County Commissioners

Report of the month of _____ 200__

Gross Sales, less sales tax:

Kayaks/Canoe Rentals

\$ _____

Tours

\$ _____

Classes

\$ _____

Gross Sales, less sales tax:

Merchandise

\$ _____

25% of Gross Sales

\$ _____

10% of Gross Sales

\$ _____

Sales Tax (7%)

\$ _____

Sales Tax (7%)

\$ _____

Total Payment Due

\$ _____

Total Payment Due

\$ _____

Contract Term to Date Sales

\$ _____

Contract Term to Date Sales

\$ _____

Remitted by: _____

Payments must be submitted by the 15th of the month.

A copy of this report will be forwarded to the Office of Management and Budget (OMB) by the Department of Environmental Management (DEM).

EXHIBIT B

B. Rates/Prices that will be charged for the use of the programs and services

| | | | | | |
|---|-----------------------------------|----------------------------|---------|---------------|-----------|
| • | Single Kayaks | up to 4 hours..... | \$35.00 | per hour..... | \$15.00 |
| • | Double Kayaks | up to 4 hours..... | \$50.00 | per hour..... | \$20.00 |
| • | Canoes | up to 4 hours..... | \$65.00 | per hour..... | \$25.00 |
| • | Group Rate | for 9 or more..... | \$25.00 | per person | |
| • | Guide Service | an additional fee of | | | \$80.00 |
| • | Basic and Safety Kayak Class..... | | | | ..\$69.00 |
| • | Senior Class..... | | | | ..\$49.00 |

EXHIBIT C

WEEDON ISLAND PRESERVE

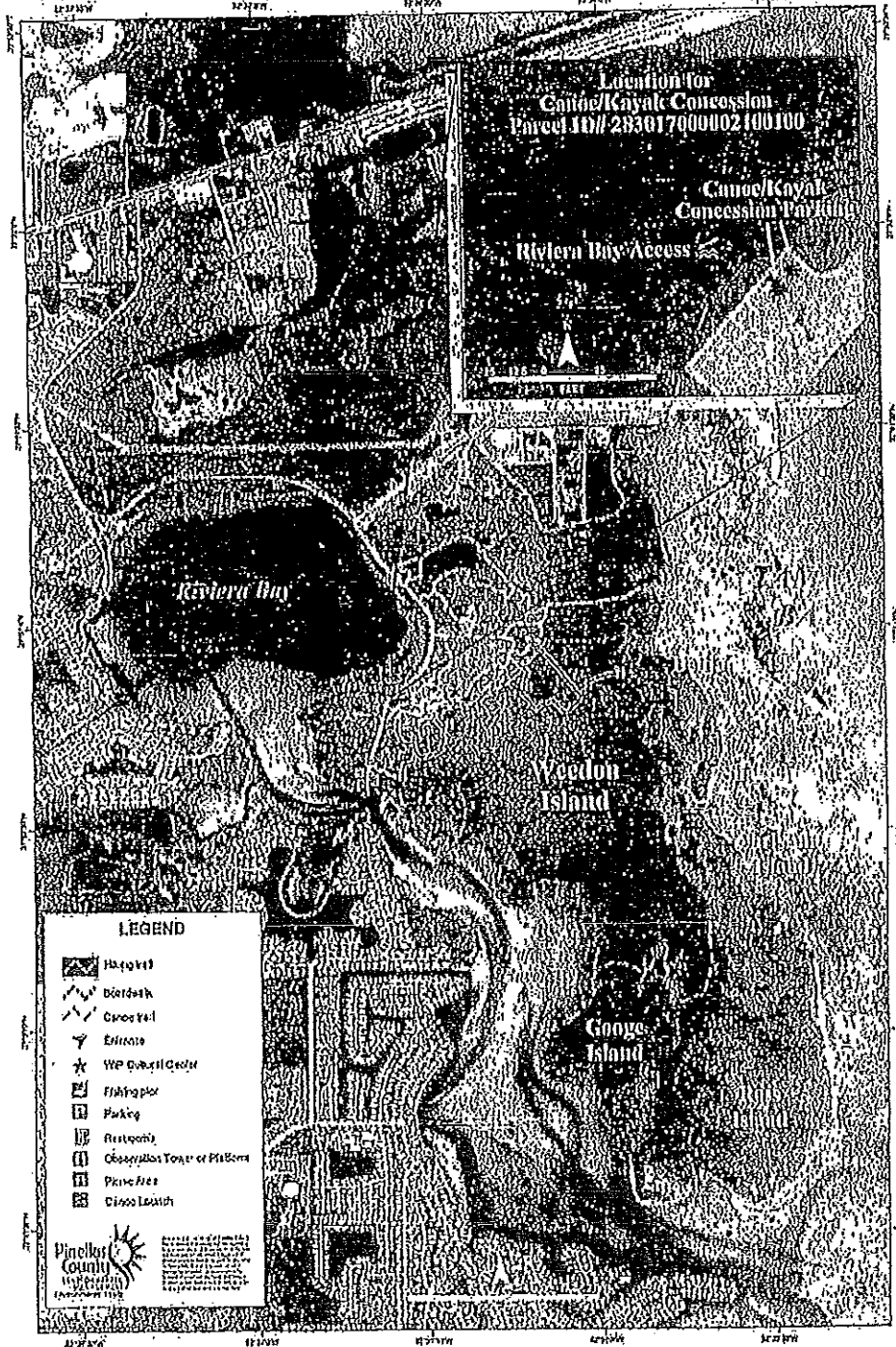


Exhibit D

Emergency Response Plan and Waiver

This emergency response plan is to assist patrons who may need search and rescue services. The procedures below are to assist in preventing emergencies as well as dealing with them.

Preventive Measures:

- Each patron will have means of communication with the kayak and canoe rental staff by means of either a cell phone or a two way radio.
- Each patron will be issued a PFD and Whistle.
- Each patron will receive a trail map and verbal instructions regarding marker identification and landmarks along the trail.
- All kayaks and canoes will be accounted for at the end of each rental day at Weedon Island Preserve. The type and color of boat rented for each patron is noted prior to launching.
- Each patron will sign a waiver prior to launching.
- Kayaks and canoes will not be rented out in inclement weather. Winds over 12mph and Temperature below 60 degree F.
- At least one rental staff on duty will have first aid and CPR certification.
- An Adventure Medical Kit will be kept at the launch site.

Possible Emergencies

- Non life threatening situations will be dealt with by having a Sweetwater staff member who is certified in on-water rescue scenarios assist the distressed paddler. Our staff is certified to assist and rescue paddlers who are tired, sea sick, unconscious, injured, hypothermic (too cold), hyperthermia (too hot), and lost. Park staff will be utilized in the rescue when appropriate.
- Incident reports will be kept on file for situations in which the client incurred injury.
- In the event of Life threatening situations the appropriate information will be collected. 911 and the Park Director, Keith Thompson will be notified. In the event that it is appropriate, a Sweetwater certified staff member will be deployed in a rescue kayak with rescue gear.

Our staff has the highest certification and degree of training and experience in dealing with risk assessment, safety issues and rescues than any kayak business in the state of Florida. We are often called upon to train our competitor's staff.

Sweetwater Kayaks -- 10,000 Geniv Blvd. -- St. Petersburg, Florida -- (727) 570-4844 -- www.sweetwaterkayaks.com

Exhibit E

Rules, Regulations and Waiver of Liability Agreement Weedon Island Preserve/Sweetwater Kayaks

My signature below confirms that I understand and agree to comply with the following "Rules and Regulations for canoe and kayak rental in the preserve as stated below. I also understand that this activity may involve some risks, and that I am liable for loss or damage to the rental equipment and for the personal safety of the occupants. I therefore agree that I am assuming all risks in connection with my participation in renting kayaks/canoes at Weedon Island.

- At least one person in a tandem must be 18 years of age
- Canoe/kayak the trails at your own risk; County staff and volunteers, and Sweetwater and staff are not responsible for personal injury or loss of property.
- Maximum canoe capacity is 3 people, only one child under 6 years old per canoe.
- Florida law requires that children under 6 years of age MUST wear a Personal Flotation Device (PFD). All others must have a PFD in their possession.
- All individuals must know how to swim or must be wearing a PFD.
- Do not feed or provoke wildlife.
- Intentional capsizing or swamping is prohibited.
- No swimming is allowed.
- Equipment will not be removed from Weedon Island Preserve.
- No alcoholic beverages are permitted in the preserve.

As a condition of my participation, I further agree, represent and warrant to Sweetwater Kayaks, Pinellas County and its agencies that:

1. I have sufficient physical strength, endurance and experience to enable me to participate.
2. I do not have any health problems or medical conditions that might preclude my participation.
3. I will follow instructions given to me by any persons conducting the activity, including wearing life preservers or similar protective equipment.
4. I also know that the activity could be dangerous, and I will take appropriate precautions to minimize the possibility of injury to others and myself.

I understand that Pinellas County and Sweetwater Kayaks are relying on these statements in allowing me to participate in the activity. I also understand that by signing below, I am releasing the Department of Environmental Management, Pinellas County, Sweetwater Kayaks and their respective officers, employees, and agents from any liability for personal injury or property damage if I, or anyone under my control, is injured or property is damaged, whether before, during, or after participating in the activity, which means, I am agreeing not to sue them if anything happens to me or my property. By signing below, I am also agreeing to indemnify and hold them harmless from and against any claim, damage, loss, cost, expense, or other liability (including, without limitation their attorney's fees and costs of defense) in the event a claim is made against one or more of them as a result of my participation of the activity.

Signature

Date

EXHIBIT F



10000 Gandy Blvd, St Petersburg FL 33702

WHEEDON ISLAND PRESERVE KAYAK AND CANOE RENTALS

Date _____ PLEASE PRINT CLEARLY Invoice # _____

Name(s) _____ DOB _____

_____ DOB _____

_____ DOB _____

_____ DOB _____

Address _____

City _____ State _____ Zip _____

Cell Phone _____ Home Phone _____

| Description: Type/color/model | Rental # | Out | In | Cost |
|-------------------------------|----------|-----|----|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Sub Total | | | | |
| Tax | | | | |
| Total | | | | |

Method of payment: Cash _____ Check _____

CC# _____ Expires _____

Additional Equipment received:

- ☐ Raftos: # _____
- ☐ Dry Bag
- ☐ Hand pump
- ☐ _____

FIRST AND FINAL RENEWAL

This First and Final Renewal, made and entered into on this 27 day of June, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", represented by its Board of County Commissioners, and Sweetwater Kayaks Outdoors LLC., Clearwater, Florida, hereinafter referred to as the "CONTRACTOR,"

WITNESSETH:

WHEREAS, COUNTY has previously determined it had a need for CANOE/KAYAK CONCESSION SERVICES, and after bidding competitively for such services pursuant to Request for Proposal 056-0293-IP, COUNTY and CONTRACTOR have entered into an agreement, hereinafter "Agreement," for such services; and

WHEREAS, said Agreement contains one (1) additional twenty-four (24) month renewal under the same prices, terms and conditions;

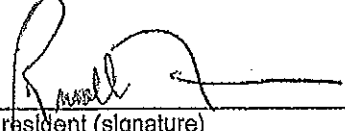
WHEREAS, the parties now desire to exercise this First and Final Renewal;

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. The Agreement is hereby renewed pursuant to Section 4 thereof, effective beginning AUGUST 11, 2009 and continuing for twenty-four (24) months from that date unless terminated or canceled as provided therein.
2. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties herein have executed this Agreement for CANOE/KAYAK
CONCESSION SERVICES pursuant to Bid No. 056-0293-IP as of the day and year noted above.

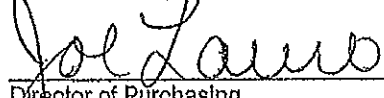
Contractor:



President (signature)
Russell Farrow

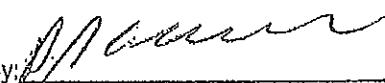
President (printed name)

PINELLAS COUNTY, FLORIDA
by and through its
Director of Purchasing




Director of Purchasing

ATTEST:

By: 

(Attesting Witness' name/title)
PHILIP EVERSOLE

ATTEST:

By: 

(Attesting Witness' name/title)
Katherine Freeman

APPROVED AS TO FORM:



Office of the County Attorney