

BOARD OF COUNTY COMMISSIONERS

DATE: June 6, 2006

AGENDA ITEM NO. 38.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Final Negotiated Contract - Concession Service - Fort De Soto Park- (Re-bid)
Contract No. 056-0459-P (TS)

Department:

Culture, Education & Leisure / Purchasing

Staff Member Responsible:

Paul Cozzie / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED CONTRACT FOR CONCESSION SERVICE - FORT DE SOTO PARK WITH UNITED PARK SERVICES, INC., TAMPA, FLORIDA.

IT IS FURTHER RECOMMENDED THAT, AFTER PROPER EXECUTION OF THE CONCESSION LICENSE AGREEMENT BY THE CHAIRMAN, THE CLERK BE AUTHORIZED TO ATTEST.

Summary Explanation/Background:

On April 27, 2006, the Board approved the ranking of the firms for a qualified vendor to provide Concession Service at Fort De Soto Park.

United Park Services, Inc. has proposed a complete concession plan that will replace the current services offered at Fort De Soto Park and a new Campground Store within the same area as the current store.

The committee has successfully negotiated, from United Park Services, Inc.'s original proposal an increase in revenue to the County, an increase in operating hours, and specific deliverables listed in the Concession License Agreement.

United Park Services, Inc. is a new corporation formed on April 21, 2006 from a consolidated effort of NL Streaks, Inc./Special Event Foods and Time Warp, Inc. NL Streaks, Inc./Special Event Foods currently serves as the concessionaire at Sand Key Beach Park, Clearwater. Time Warp, Inc. has provided concession services in Tampa and Hillsborough County. Both companies have a positive performance and stable financial history.

This is a five (5) year contract with two additional five (5) year periods after the initial term, subject to mutual agreements of the terms as specified in the Concession License Agreement and approval by County Administrator.

Fiscal Impact/Cost/Revenue Summary:

\$165,500 Annual revenue to be generated.

Exhibits/Attachments Attached:

1. Final Negotiated Concession License Agreement with Exhibits A, B, C & D
2. Department Recommendation
3. Work Session Minutes and Agenda Memos for Approval of Ranking of Firms dated April 27, 2006
4. Articles of Incorporation
5. Corporate Identity

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT, made and entered into as of the ____ day of _____, 2006 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and United Park Services, Inc., a Florida corporation, whose address is 1320 9th Ave., Suite 210, Tampa, Florida, 33605, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County has previously determined that it has a need for Concession Services, as defined herein, at Ft. DeSoto Park, a County-operated park facility at 3500 Pinellas Bayway S., Tierra Verde, Florida, 33715 (the "Park"); and

WHEREAS, the County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 056-0459-P (TS) (hereinafter "Request for Proposal" or "RFP"), has accepted the proposal of the Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions contained herein.

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

1. **Definitions:**

a) "Contract Documents" shall mean the following documents which are incorporated herein by reference with this Agreement:

- (i) County's Request for Proposal, addenda and attachments issued as RFP No. 056-0459-P (TS), as maintained by the Purchasing Department;
- (ii) Contractor's Certificate of Insurance required under Section D of the Request for Proposal and pursuant to Section 12 of this Agreement;
- (iii) Contractor's Bond, or other approved performance security as required under Section B of the Request for Proposal, as maintained by the Risk Management Department;
- (iv) Contractor's Proposal, amendments and revisions as maintained by the Purchasing Department;
- (v) Monthly Gross Sales Report Form; and

(vi) Annual Profit and Loss Statement Form.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

b) "Concession Services" shall mean the services provided by the Contractor to the general public at the Park as provided in the Contract Documents, and as described in Exhibit A attached hereto, which shall not be revised or changed in any way without the prior written consent of the Pinellas County Parks Department ("Department").

c) "Contract Year" shall mean each 12 month period during the term of this Agreement with the first Contract Year commencing on the 1st day of the month following the Effective Date.

d) "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 Park provided by Contractor during the term hereof; provided, however, the exclusive rights granted herein shall not: (i) apply to special events authorized by the County; or (ii) prohibit members of the public from using the Park; or (iii) prohibit members of the public from utilizing third parties to provide goods or services permitted by and in accordance with Department rules and regulations or applicable County ordinances; or (iv) prohibit ferry services or sight-seeing tours offered by Tampa Bay Ferry, Inc., or any County-approved successor or assign, operating from the Bay Pier or other County-approved locations in the Park.

e) "Facilities" shall mean the Fort Gift Shop/Snack Bar, North Beach Snack Bar, Gulf Side Pier, Bay Side Pier, the Camp Store, and the service areas and outdoor storage areas as designated by the Department.

f) "Minimum Operating Standards" shall mean the operational requirements described in Exhibit B attached hereto and incorporated herein by reference;

g) "Monthly Gross Sales" shall mean the gross revenues received by Contractor from all sales of food, beverages, services, merchandise, umbrellas, lounge chairs, beach equipment, inflatable beach items, canoes and kayaks, bicycle rentals, guided tours, and all other receipts of all

business conducted in, on, or from the Park monthly during a Contract Year as authorized in this Agreement. It includes the entire amount of the selling price, excluding sales tax, of all goods, property, merchandise and services sold in or from the Contractor, its employees, agents, sublicensees, subcontractors 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, excluding sales tax, filled at or secured or received in the Park. 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 Park.

2. **Services to be Performed/Exclusivity:**

The Contractor hereby agrees to provide the County with Exclusive Concession Services in accordance with the Minimum Operating Standards and as provided in the Contract Documents. The Contractor is not authorized to provide any other services of any type not expressly authorized herein without the express written authorization of the Department.

3. **Compensation:**

As compensation for the privilege of providing Concession Services to the County as described herein for each Contract Year, the Contractor shall pay the County the following percentages of the Monthly Gross Sales, plus any applicable sales tax:

Contract Year	Commission Percentage of all sales & rentals up to \$1,000,000.00	Commission Percentage of all sales & rentals above \$1,000,000.00
1	12.5%	12.5%
2	13.0%	15%
3	13.5%	15%
4	14.0%	15%
5	14.5%	15%

The percentage commission on sales and rentals for contract years six (6) through fifteen (15) shall be fifteen percent (15%), unless otherwise agreed to by the parties herein; provided however, commissions for rentals of tents, tables and chairs by the Contractor for special events authorized by the Department at the Park shall be half of the applicable commission percentage set out herein, and shall be reported separately from other revenues by the Contractor.

Payment shall be made monthly by the Fifteenth (15th) of the month (the "Due Date"), with the first monthly payment due on August 15th, 2006. Payments not received by the Due Date shall be subject to a late penalty in the amount of 1 1/2% fee due for each month the payment is late. If payments and applicable penalties are not received within ten (10) calendar days of the Due Date, then the County may terminate this Agreement, begin procedures to collect on the performance bond as required in the Request for Proposal, or pursue any other remedies as provided in this Agreement or by law.

a) The Contractor shall provide the Monthly Gross Sales Report to the County, the form of which is attached hereto as Exhibit "C" by the 15th day of the month, with payment of the fees as provided herein.

b) The Contractor shall provide an Annual Profit and Loss Statement to the County, the form of which is attached hereto as Exhibit "D", for each calendar year or portion thereof that this Agreement is in effect. The report shall be submitted by January 31st of each calendar year during the term and within ninety (90) days of the termination of this Agreement.

c) In addition to applicable sales tax, the Contractor shall be solely responsible for any ad valorem, rental or similar taxes levied upon the real property arising from this Agreement.

d) The monthly payments shall be made payable to "Pinellas County" and sent to Pinellas County Parks and Recreation Department, 631 Chestnut Street, Clearwater, Florida, 33756.

e) Both the Monthly Gross Sales Report and Annual Profit and Loss Statement shall be based on source documents and books of original entry. Books of original entry and source documents shall be retained by the Contractor as provided in Section 11.

4. **Time of Service:**

Contractor shall provide Concession Services at the Facilities in the Park 7 days a week, 365 days a year, except when the Park is closed as determined in the sole discretion of the Department, in accordance with the Contractor's Concession Services schedule, as approved in writing by the Department, which shall be submitted by Contractor prior to offering Concession Services at the Park. In the event of inclement weather, Contractor may cease operations until the weather improves with the consent of the Park Supervisor, or his/her designee.

5. **Term of Agreement/Option of Renewal:**

The term of this Agreement shall commence on the 1st day of the month following the Effective Date and end on June 30, 2011, unless canceled or terminated as provided herein. This Agreement may be renewed by mutual written agreement of the parties, for up to two additional five year period(s) after the initial term hereof. Provided the Contractor is not in breach of any provision herein, the Contractor shall provide at least one hundred and eighty (180) days written notice of its desire to extend the term as authorized herein, and subject to the mutual agreements of the terms and provisions of the extension, the term may be extended in writing as provided herein.

6. License for Facilities:

The County hereby grants to the Contractor, for the term of the Agreement including any extensions thereof, the right, privilege and permission to provide Concession Services in the Facilities. These rights and privileges are subject to the following:

a) This Agreement is made on the express condition that the Facilities shall be used only in conformance with the applicable laws and ordinances. All rights of the Contractor hereunder may be terminated by the County, effective upon receipt of written notice in the event that any other use is made thereof.

b) The County provides, and the Contractor accepts, the physical Facilities "as is" except as otherwise provided herein. The County shall maintain and repair the exterior electrical and plumbing systems, the roof, and the foundation of all buildings, provide other exterior maintenance, and provide visitor service sign maintenance for signage provided by the County. The Contractor shall maintain and repair all interior improvements, plumbing, electrical systems, and fixtures and equipment provided by the Contractor within the Facilities. The Contractor shall provide a modular building to replace the existing Camp Store, in accordance with the procedure set out in Section 6(c) herein, and shall be solely responsible for locating, maintaining, repairing and replacing both the exterior and interior of the Camp Store modular building during the term and any extension hereof. In the event the County pays any monies required to be paid by Contractor hereunder for maintenance and repairs, and the Contractor shall make such payment to the County within ten (10) days of receipt of a demand from the County. The Contractor's failure to timely reimburse the County shall be deemed a breach of this Agreement.

c) The Contractor shall obtain the Department's written approval, in advance, for any construction or installation of new facilities, including the Camp Store, and for all alterations or additions to existing Facilities, and shall pay such construction, alterations, or additions, which shall become County-owned assets upon completion. All construction and alterations of improvements, installation of modular facilities, and all new equipment, shall meet all applicable federal, state, County and local laws. The Contractor is responsible for applying for and paying all costs of any required permits. The Contractor shall submit sealed architectural specifications and plans for all construction projects, which include details on plumbing, electrical, mechanical and other required utility systems, including floor plan, elevations, and material specifications for the Department's approval prior to beginning all construction or alterations. Upon Department approval, the specifications and plans shall be deemed to become a part of this Agreement. All projects that involve construction or location of improvements in the Park shall be required to provide all of the specifics of such construction, and shall address such items as timelines, critical paths, methods of construction, approval of plans, amenities, signage, color schemes, advertising, subcontractors, amortization period for the improvements, and other information deemed relevant by the Department. The Contractor shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Park undertaken by the Contractor. All such additions, improvements and fixtures except movable equipment and inventory shall become the property of County upon completion and remain in and/or upon the Park and be surrendered upon termination of the Agreement. Any construction liens against the Park, Contractor's license or the land and buildings arising out of work performed by or for the Contractor are hereby expressly prohibited. In the event of the filing of any claim of lien, Contractor shall promptly satisfy same or transfer it to a bond and Contractor shall in any event protect County's interest in underlying real estate and shall hold County harmless against any such claims.

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) All routine maintenance, including the cleaning of public restrooms located in the Facilities licensed to the Contractor shall be performed to standards acceptable to the Department. All cleaning and maintenance supplies (chemicals and compounds) and all insecticides, rodenticides and herbicides shall be approved by the Department prior to use by the Contractor. In addition, Contractor shall keep said areas free of all hazards at Contractor's sole expense. Contractor shall remove all property and equipment from the beaches at the end of each day of operation. Contractor shall be responsible for securing any outdoor storage area and maintain the area in accordance with Department standards.

f) 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.

g) Contractor shall be responsible for supplying and paying for all utility services needed to perform under this Agreement, including but not limited to electricity, gas, water, and trash pick-up. If such charges are not paid, they may be paid by the County and billed to the Contractor, and shall be due upon the billing and be collectible in the same manner as provided in Section 3.

h) All property of any kind that may be within the Park 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 Park.

i) Contractor agrees that any signs or advertising utilized at the Park or in marketing Concession Services must have prior written approval from the Department which shall not be unreasonably withheld.

j) If the Facilities shall, without fault of the Contractor, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially unusable, the County may, by written notice delivered to the Contractor within one hundred twenty (120) days after such destruction or damage, elect to rebuild or repair. In such event, this Agreement shall remain in force, and County shall rebuild or repair the Facilities within a reasonable time after such election, putting the Facilities in as good condition as they were at the time immediately prior to the destruction or damage. For that purpose, the County may enter the Facilities and compensation due shall abate during the time the Facilities are untenable. If the County elects not to restore or rebuild, the Contractor may have the option to do so

only with the County's written approval. If neither party so elects, this Agreement shall terminate effective the date of said destruction.

k) Contractor hereby agrees that:

- (i) no activity will be conducted in the Park 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 Park will not be used in any manner for the storage of any hazardous substances except for the temporary storage of such materials that are used in the ordinary course of Contractor's business (the "Permitted Materials") provided such Permitted Materials are properly stored and disposed of in a manner and location meeting all applicable laws and approved, in advance, in writing by County.
- (iii) no portion of the Park will be used as a landfill or a dump.
- (iv) Contractor will not install any underground tanks of any type.
- (v) Contractor will not allow any surface or subsurface conditions to come into existence that constitute, or with the passage of time may constitute, a public or private nuisance.
- (vi) Contractor will not permit any hazardous substances to be brought onto the Park property and if so brought thereon, Contractor shall immediately remove same with proper disposal and all required clean-up procedures shall be diligently undertaken pursuant to all applicable laws.

7. **Amendment of the Contract:**

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

8. **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.

9. **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 terminate 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.

10. **Permits/ Licenses:**

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.

11. **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 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.

12. **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 \$500,000, each occurrence; 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.) 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 leased or rented vehicles with minimum limits 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) Contractor shall furnish to County a Performance Bond or other acceptable performance security in the amount of \$10,000 in a form acceptable to County to guarantee satisfactory performance of this Agreement, as required in the RFP, as incorporated herein by reference.

e) A Certificate of Insurance shall be filed within five (5) days from the Commencement Date to the Department and annually thereafter. 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.

13. **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.

14. **Governing Law:**

The laws of the State of Florida shall govern 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:

United Park Services, Inc.
Attn: Alan Kahana
1320 9th Ave., Suite 210
Tampa, FL 33605

For the County:

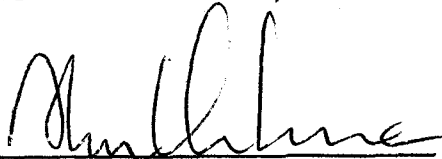
Parks and Recreation Department
Attn: Director
631 Chestnut Street
Clearwater, FL 33756

IN WITNESS WHEREOF the parties herein have executed this Concession License Agreement
for Concession Services pursuant to RFP No. 056-0459-P (TS), as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

By: _____
Chairman

UNITED PARK SERVICES, INC.

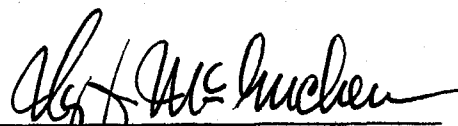
By: 
President
ALAN KAHAN
(Printed Name)

[Corporate Seal]

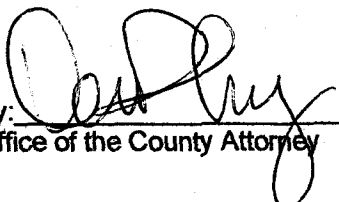
ATTEST:
KEN BURKE, Clerk of Court

ATTEST:

By: _____
Deputy Clerk

By: 
(Attesting Witness' name/title)

APPROVED AS TO FORM:

By: 
Office of the County Attorney

MAY J. BERENSON
ATTORNEY

APPROVED AS TO FORM SUBJECT
TO PROPER EXECUTION:

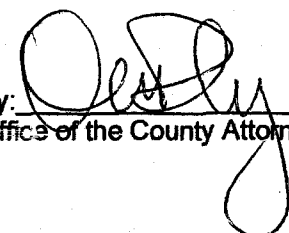
By: 
Office of the County Attorney

EXHIBIT "A"
CONCESSION SERVICES

United Park Services, Inc. is hereby authorized to provide the following concession services at Ft. DeSoto Park.

Campground Store: Contractor shall be provided space for a modular campground store facility that meets Department approval prior to installation. Contractor may offer for sale various grocery items, charcoal, lighter fluid, snack foods, soft drinks, coffee, ice, ice cream, other approved merchandise such as bug spray, suntan lotion, t-shirts, hats, etc. and other various sundry items. Contractor may rental canoes, kayaks, and other approved water craft in an area of the campground designated by the Department. Upon Department approval the Contractor may offer camper programs such as campfire programs or pancake breakfasts.

Bay Pier Bait House and Snack Bar: Contractor shall be provided the Bay Pier Concession building until such time as the pier is demolished. Contractor may offer for sale live bait, frozen bait, snack foods, grill foods, soft drinks, coffee, sunscreen, tackle, ice, ice cream, fishing supplies, rod and reel rentals, various sundry items, and other Department approved items.

Gulf Pier Bait House and Snack Bar: Contractor shall be provided the Gulf Pier Concession building for the purpose of offering for sale live bait, frozen bait, snack foods, grill foods, soft drinks, ice, ice cream, coffee, sunscreen, tackle, fishing supplies, rod and reel rentals, various sundry items, and other Department approved items

Gift Shop and Snack Bar: Contractor shall be provided the gift shop building and may offer for sale snack foods, grill foods, soft drinks, ice, ice cream, souvenirs, sunscreen, t-shirts, beach inflatables, and other Department approved items.

North Beach Snack Bar: Contractor shall be provided the snack bar building and may offer for sale snack foods, grill foods, soft drinks, beach inflatables, sunscreen, beach equipment, chair and umbrella rentals, charcoal, lighter fluid, picnic supplies, ice, ice cream, various sundry items, and other Department approved items.

Canoe and Kayak Rentals: Contractor shall be provided space to store boats and operate a rental operation including the kayak launch and campground. The Department may also approve other space within the Park for rentals. The Contractor shall provide a facility at the kayak launch area for the purpose of renting boats and business operations. Other non-motorized vessels may be approved by the Department for rentals.

Bike Rentals: Contractor shall be provided space to operate a bicycle rental operation. Rental bikes may consist of two, three, and four wheeled versions.

Vending: Contractor shall provide vending machines throughout the Park at designated areas sufficient to handle the demand. Contractor shall reimburse the Department \$10 monthly for each vending machine location that does not have electricity metered and paid directly to the service provider.

Catering and Event Rentals: Contractor may provide catering food service, chair rentals, tent rentals, table rentals, and other Department approved rentals for events occurring within the Park. The Contractor shall not be the only source by which Park patrons may obtain these or similar services. Deliveries of food product or rental equipment from vendors outside of the Park are not considered the exclusive privilege of the Contractor.

Guided Eco and Fishing Tours: Contractor may provide guided eco tours and fishing tours from the campground store, kayak rental outpost and boat ramp area. The Contractor shall not be the only source by which Park patrons may obtain these or similar services.

EXHIBIT "B"
MINIMUM OPERATING STANDARDS

1. Contractor:

- a. may only operate in areas designated by the Department;
- b. shall have a process to offer receipts and subsequently refunds if necessary;
- c. shall be open and responsive to suggestions identified by the Department for improvements;
- d. shall perform collection of litter directly associated with its operation and ensure that the beach area and other related areas of service are maintained free of debris; and
- e. shall remove daily all equipment from the beach.

2. Employees and/or staffing

- a. Employees shall be identified by a uniform and nametag;
- b. Employees shall maintain personal hygiene and appearance; and
- c. Staffing shall be sufficient to service demand.

3. Equipment shall:

- a. be in good repair at all times;
- b. not be loud or noisy; and
- c. all equipment and operations shall not distract from the aesthetic or resource value of the Park.

4. Menus and pricing shall be presented and approved by the Department prior to implementation.

5. Products: The County has entered into an exclusive relationship with Pepsi Bottling Group that applies to any beverage product (including fountain service beverages, bottle and can vending of carbonated and non-carbonated beverages, teas, isotonic beverages, new-age beverages and bottled water) sold or distributed on County Property, including the Park. The Contractor may purchase these beverage products from any source, but shall be required to serve Pepsi products regardless of the means of the sale (fountain, vending or over-the-counter).

- a. used and offered for sale or rental shall be of superior quality and not be dangerous, gaudy, offensive, outdated, or inadequate;
- b. no glass, styrofoam, straws, or plastic stirrers are allowed for environmental sensitivity;
- c. recycled products should be used unless they do not exist as a substitute;
- d. no alcohol, tobacco, or chewing gum products are allowed (including non-alcoholic beer, wine or candy cigarettes; and
- e. product offerings shall conform to County "exclusivity" agreements described in Scope of Work in RFP No. 056-0459-P (TS).

6. Schedule of operation and operations:

- a. schedule of operation shall be approved by the Department and posted at the Park; and
- b. all operations shall conform to Park operating hours.

7. Signs and signage, brochures, advertising and print material:

- a. shall be presented and approved by the Department prior to publication; and
- b. no signs, other than way finding provided by the Department for the purposes of advertising within the Park.

EXHIBIT "C"
CONCESSION MONTHLY SUMMARY REPORT

Concession Name: _____

Mail To: Pinellas County Parks & Recreation Department
631 Chestnut Street
Clearwater, FL 33756

Make Check Payable To: Board of County Commissioners

Report for month of: _____, 20__

Gross Sales:

Food, Drink, Retail Sales	_____
Rentals	_____
Vending	_____
Total Gross Sales	_____
Payment Due/% of Gross Sales	_____

Remitted by: _____

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

EXHIBIT "D"
PROFIT AND LOSS STATEMENT FOR 20__
(due within 90 days after close of calendar year)

Contractor: _____ **Park:** _____

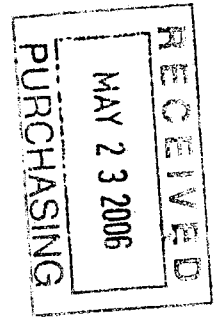
	Gross Sales	Commission Paid	Operating Expense	+ Profit - Loss
Food, Drink, Retail Sales				
Equipment Rental				
Other (describe)				
TOTAL:				

Prepared by: _____ **Date Submitted:** _____

Certification: I certify that this annual profit and loss statement is true and correct, and is based upon actual gross receipts for the period covered and recorded in the accounting records.

Signature: _____ **Date:** _____
(Contractor)

Submit to: Pinellas County Parks & Recreation Department
631 Chestnut Street
Clearwater, FL 33756



MEMORANDUM

TO: Joe Lauro, Director
Purchasing Department

FROM: Paul Cozzie, Bureau Director *PC*
Culture, Education & Leisure

SUBJECT: Ft. De Soto Park
Recommend Contract Award

DATE: May 19, 2006

Culture, Education & Leisure is satisfied with the outcome of negotiation with the top ranked firm of United Park Services, Inc. and recommends proceeding with contract award. Please let us know if we may provide additional assistance.

cc: Elizabeth Warren, Assistant County Administrator

- Solicitation and acceptance of gifts.
- Definition of a lobbyist.
- Definition of a gift.
- County Ordinance requirements and exceptions.
- Unauthorized compensation.
- Misuse of public position.
- Disclosure or use of certain information.
- Doing business with one's agency.
- Conflicting employment/contractual relationships and exemptions.
- Voting conflicts.
- Financial disclosure.
- Anti-nepotism statute.
- Penalties.

County Attorney Susan Churuti indicated that she or Mr. Falkner will be happy to discuss specific ethical questions on a one-to-one basis; and distributed a draft resolution establishing guidelines for the reimbursement of attorneys fees and cost incurred by County officers and employees, a copy of which has been filed and made a part of the record.

Attorney Churuti provided a brief summary of the guidelines, indicating that while the County Attorney would defend in the case of a civil suit, a criminal suit would necessitate the hiring of a private attorney; that it would be the responsibility of the individual being sued to pay attorneys fees; and that in order to be reimbursed, the individual would have to prevail at trial or have an ethics complaint dismissed. She further related that one can purchase umbrella insurance coverage for this kind of situation; and that the County Attorney's Office is available to provide advice on the topic.

Responding to query by Chairman Welch, Attorney Churuti indicated that the resolution will be submitted to the Board of County Commissioners for approval at its next meeting.

RANKING OF FIRMS FOR FORT DE SOTO CONCESSION SERVICES APPROVED

Referring to the Transmittal Memorandum for Ft. De Soto Concession Request for Proposal (RFP) dated April 27, 2006, a copy of which has been filed and made a part of the record, County Administrator Spratt indicated that the County has received three proposals in response to the RFP; that the proposals have been reviewed and ranked; that the number one ranked firm is United Park Services, Inc.; and that authorization is required in order to begin contract negotiations.

Responding to query by Commissioner Morroni, Mr. Spratt indicated that he announced the item at the last meeting of the Board of County Commissioners; whereupon, Director of Parks, Recreation and Leisure Paul A. Cozzie indicated that the scope and the proposal are posted on the Fort De Soto website; that the proposal has been presented to the Friends of Fort De Soto; and that no communication in objection to the proposal has been received.

Mr. Cozzie further indicated that the proposal is still limited in scope; that there are some items to be negotiated further; that nothing will be added; and that the only item to be expanded will be the return on revenue.

Thereupon, Commission Stewart moved, seconded by Commissioner Latvala and carried, that the ranking of firms to provide concession services at Ft. De Soto Park be approved as follows:

1. United Park Services, Inc.
2. Aromas, Inc.
3. Boston Blizzard, Inc.

Staff is authorized to negotiate a contract for Board approval with the number one ranked firm, United Park Services, Inc.

Deviating from the agenda and responding to query by Commissioner Seel re Employee Appreciation Week, Mr. Spratt indicated each department has planned its own celebratory events; and that he would make a master list available to her; whereupon, Commissioner Seel, with the consensus of the members, expressed appreciation to all Pinellas County employees.


ADJOURNMENT

The meeting was adjourned at 3:39 P.M.

WORK SESSION AGENDA

4.27.06 #3

TO: The Honorable Chairman and
Members of the Board of County Commissioners

FROM: *W* Stephen M. Spratt, County Administrator 

SUBJECT: Transmittal Memorandum for Ft. De Soto Concession Request for
Proposals (RFPs)

DATE: April 27, 2006

The attached work session agenda item will be presented to the Board of County Commissioners (Board) on April 27, 2006 as relates to the re-advertisement of the RFPs for concession services at Ft. De Soto Park.


On February 21, 2006 the Board directed staff to reduce the scope of work for concession services, eliminating consideration for the sale of alcohol, a full service restaurant, or expansion of any facilities. Three proposals were received as a result of the re-advertisement. A basic summary of the proposals is attached, and the accompanying work session agenda item provides explanation and intent on seeking authority to negotiate with the top ranked firm of United Park Services, Inc.

It is important to note the scope of work in the final contract may vary from the proposal as a result of negotiations. Assuming negotiations are successful, we anticipate having a contract for the Board to consider no later than the June 6th Board meeting. The current service provider's lease ends on June 30, 2006. It is our intention to facilitate a smooth transition and avoid any lapse in service.

Attachments:

Summary of Proposals
Work Session Agenda Item Package

To: The Honorable Chairman and Members of the Board of County Commissioners

From: 
Stephen M. Spratt, County Administrator

Subject: Work Session Agenda
April 27, 2006
Approval of Ranking of Firms - Concession Service - Fort De Soto Park (Rebid)
Contract No. 056-0459-P (TS)

Distr: Paul Cozzie, Director Culture, Education and Leisure
Joe Lauro, Director of Purchasing

On March 3, 2006, the Purchasing Department, on behalf of Culture, Education, and Leisure and Office of Management and Budget, let a Request For Proposal (RFP) for Concession Service - Fort De Soto Park. This solicitation was a rebid of a previous effort. The RFP delineated a package of Basic Services, including food and beverage sales, vending machines, retail sales, Campground Store and recreational equipment rental. The package of Basic Services is the same as that currently provided to park visitors under a contract with Apostolu Food Service, Inc. that will terminate as of June 30, 2006.

The evaluation committee consisted of staff members from Economic Development, Office of Management and Budget, General Services - Real Estate, Parks and Recreation Department and a member of the Purchasing Department acting as the facilitator. A total of three (3) proposals were received from the following firms:

United Park Services (692.70 Points)
Aromas, Inc. (617.50 Points)
Boston Blizzard, Inc. (571.00 Points)

The committee met on April 13, 2006, to evaluate the proposals received. The firms were evaluated based on the following criteria:

- A. Business Plan, which included (500 Points):
 - Estimated annual gross sales
 - Merchandising and marketing plan
 - Merchandise and product types to include menus and pricing
 - Staffing organizational chart
 - Services to be offered and facility/equipment descriptions
 - Business management policies that describe controls over money, staffing, accounting and other services
 - Operation schedule with dates and times of proposed operation
 - Campground Store Replacement Project
- B. Revenue to the County (350 Points)
- C. Related Experience (150 Points)

The top ranked firm, United Park Services, has proposed a concession plan that will replace the current services offered at Fort De Soto Park and a new Campground Store within the same area as the current

store.

United Park Services' proposal includes the Campground Store and equipment investments. The committee has identified several key negotiation points, including but not limited to, revenue to the County, operating hours, campground store design and other specific deliverables. Upon successful negotiation of these points, a final contract will be presented to the Board for consideration.

United Park Services is a prospective corporation that will be formed, if the Board approves the recommended ranking and staff can negotiate a final contract. The corporation will be formed from NL Streaks, Inc. (d/b/a Special Event Foods), and Time Warp, Inc. NL Streaks, Inc. currently serves as the concessionaire at Sand Key Beach Park, Clearwater. Time Warp, Inc. has provided event concession services in Tampa and Hillsborough County and operates several food establishments. Both companies reflect positive performance and stable financial history.

Staff is recommending proceeding with negotiations with the number one ranked firm, United Park Services. Paul Cozzie, Director Culture, Education and Leisure, will present a brief overview of this proposal and will be available to respond to questions from Board of County Commissioners and the public. A copy of the proposal is available for your review.

Attachments:

1. Contract Review
2. Recommendation Memo
3. Evaluation Committee's Order of Ranking
4. Conflict of Interest Statements



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 21, 2006

KAY J MCGUCKEN, PA
1320 9TH AVE
STE 210
TAMP, FL 33605

RECEIVED APR 26 2006

The Articles of Incorporation for UNITED PARK SERVICES, INC. were filed on April 21, 2006 and assigned document number P06000057076. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

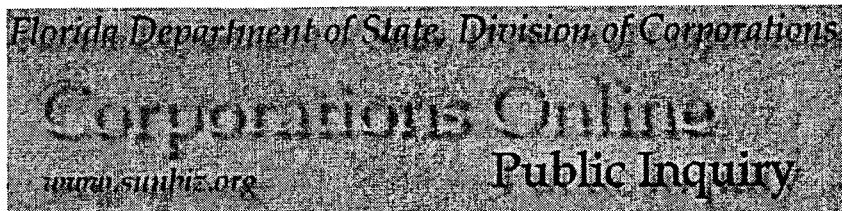
A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4 or by going to their website at www.irs.ustreas.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Tammy Hampton, Document Specialist
New Filing Section

Letter Number: 306A00027423



Florida Profit**UNITED PARK SERVICES, INC.**

PRINCIPAL ADDRESS

1320 9TH AVE - STE 210
TAMP FL 33605

MAILING ADDRESS

1320 9TH AVE - STE 210
TAMP FL 33605

Document Number
P06000057076

FEI Number
NONE

Date Filed
04/21/2006

State
FL

Status
ACTIVE

Effective Date
NONE

Registered Agent

Name & Address
KAHANA, ALAN 1320 9TH AVE - STE 210 TAMP FL 33605

Officer/Director Detail

Name & Address	Title
NONE	

Annual Reports

Report Year	Filed Date
-------------	------------

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