

CONCESSION LICENSE AGREEMENT

THIS AGREEMENT is made and entered into by and between, **LEE COUNTY**, a political subdivision of the State of Florida, hereinafter called "COUNTY," and **Seaside Kayaking, LLC**, a Florida limited liability company, hereinafter called "LICENSEE" and collectively referred to herein as "PARTIES."

WHEREAS, COUNTY owns and operates Manatee Park, located at 10901 Palm Beach Blvd. Fort Myers, Florida 33905 (herein after "FACILITY") for the use and enjoyment of Lee County residents and visitors; and

WHEREAS, LICENSEE is in the business of providing concession services to the general public; and

WHEREAS, the PARTIES desire that LICENSEE provide the concession services described in Exhibit "A" at FACILITY for the use and enjoyment of FACILITY patrons;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the PARTIES agree as follows:

1. **RECITALS AND EXHIBITS:** The above recitals and attached Exhibits are true and correct and incorporated herein as though fully set forth below.

2. **PREMISES:** COUNTY hereby agrees to permit LICENSEE the use of the facilities, equipment, and agreed upon property located at Manatee Park, hereinafter referred to as "LICENSED PROPERTY," a description of which is incorporated in Exhibit A, for the sole purpose of providing concession services to FACILITY patrons in accordance with this Agreement.

3. **TERM:**

- A. The initial term of this Agreement is for five (5) years beginning on May 15, 2020 and ending on April 30, 2025.
- B. This Agreement may be renewed for up to five (5), additional, one (1) year terms, upon the mutual written agreement of the PARTIES.

4. **LICENSEE RESPONSIBILITIES:**

- A. LICENSEE agrees to purchase, install, operate and maintain, at no expense to COUNTY, any and all equipment, fixtures, and other property necessary to provide the concession services described in Exhibit "A."
- B. LICENSEE agrees to provide trained, professional staff to assure the quality of the operation and the safety of the public.

- C. LICENSEE shall submit plans for any expansion or change to the LICENSED PROPERTY, with specifications, to COUNTY for prior approval and permitting. No such expansions or changes are permitted without the express written approval of the COUNTY.
- D. LICENSEE shall perform the concession services hereunder during the FACILITY's regular business hours at the FACILITY. For special events, LICENSEE must obtain prior written approval by COUNTY to operate beyond regular FACILITY business hours.
- E. LICENSEE acknowledges that its use of the LICENSED PROPERTY is not exclusive, and that COUNTY may require use of the LICENSED PROPERTY on an as needed basis, as long as such use does not unreasonably interfere with LICENSEE's performance under this Agreement.
- F. Any inspection, permits, or approvals required for performance of the concession services hereunder shall be the responsibility of LICENSEE.
- G. Unless otherwise specified in Exhibit A, LICENSEE will be responsible for fuel and utilities required at the LICENSED PROPERTY. Fuel may only be stored in a storage facility approved by COUNTY.
- H. LICENSEE will retain title to all personal property purchased by LICENSEE and placed at the LICENSED PROPERTY, unless otherwise agreed to in writing by the PARTIES. LICENSEE will mark all personal property or equipment at the LICENSED PROPERTY belonging to LICENSEE and furnish to COUNTY an inventory of all personal property belonging to LICENSEE that is located at the LICENSED PROPERTY.
- I. LICENSEE agrees that COUNTY or its agents may at any time access the LICENSED PROPERTY for the purpose of inspection or performing such other duties as may be required by the terms of this Agreement and the rules, regulations, ordinances and laws of any governmental body.
- J. LICENSEE agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with COUNTY employees and members of the public in a civil manner whenever conducting COUNTY business. All aspects of LICENSEE'S performance, including complaints received from the public, may impact the COUNTY'S decision to renew or terminate this Agreement in accordance with the provision contained here. LICENSEE shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

5. **COUNTY RESPONSIBILITIES:**

- A. COUNTY agrees to allow LICENSEE access to and the use of the

LICENSED PROPERTY for the purpose of providing the concession services hereunder, including the use of public restrooms and other public facilities at the FACILITY.

- B. COUNTY agrees not to assess taxes for the property, its user or improvements to the LICENSED PROPERTY.
- C. COUNTY agrees not to charge a parking fee to LICENSEE and its staff during hours of operation.

6. **REPAIRS AND MAINTENANCE:**

- A. LICENSEE shall be responsible for repairing and maintaining the LICENSED PROPERTY throughout the term of this Agreement. LICENSEE shall use reasonable efforts to protect the LICENSED PROPERTY from damage, and shall surrender it in the same condition (except for normal wear and tear) as received.
- B. LICENSEE agrees to clean and maintain the LICENSED PROPERTY, excluding public restrooms. COUNTY agrees to clean and maintain public restrooms.
- C. COUNTY will be responsible for all repairs from normal wear and tear. COUNTY will be responsible for major repairs, except for those major repairs necessary due to the negligent acts or omissions of the LICENSEE. COUNTY will be responsible for all exterior maintenance, air conditioning, plumbing and roofing.
- D. COUNTY may make improvements to FACILITY at its discretion and such improvements shall remain part of FACILITY upon expiration of this Agreement.
- E. LICENSEE may make improvements to the LICENSED PROPERTY, subject to approval by COUNTY. Any improvements, whether permanent or non-permanent, must be requested in writing to the Director of Lee County Parks and Recreation, or designee and approved in writing prior to making any improvements to the LICENSED PROPERTY.
 - i. PERMANENT IMPROVEMENTS: LICENSEE understands and acknowledges that permanent improvements will remain with the LICENSED PROPERTY upon expiration of this Agreement or any term amendments or extension to this Agreement. All improvements must meet current building, ADA, safety regulations and codes, and must be approved by the Director of Lee County Facilities and Construction Management prior to execution of the project. Further, any necessary permits must be obtained by LICENSEE.

- ii. **NON-PERMANENT IMPROVEMENTS:** LICENSEE may make non-permanent improvements to the LICENSED PROPERTY. LICENSEE agrees that any non-permanent improvements must be removed from the LICENSED PROPERTY upon expiration of this Agreement or they will remain part of FACILITY, unless otherwise agreed to by both PARTIES in writing.

F. All LICENSEE signage and promotional materials intended for display within the FACILITY are subject to approval by the COUNTY with respect to placement, use of FACILITY name, and COUNTY logo. COUNTY retains the right to require LICENSEE to remove any sign displayed within the FACILITY at any time and for any reason whatsoever. No right, title, license or other interest in any of COUNTY'S trademarks, trade names, slogans or logos is conveyed under this Agreement.

7. BACKGROUND SCREENINGS OF LICENSEE EMPLOYEES:

A. The LICENSEE shall comply with the Licensee Background Screening Affidavit attached hereto and incorporated herein as Exhibit D. The County retains the right to reject assignment of any LICENSEE personnel based on the results of a background screening. The COUNTY shall have the ability to audit the LICENSEE's background check process to ensure compliance with Florida law.

B. If at any time it is discovered that any LICENSEE personnel has a criminal record that includes a felony or misdemeanor, the LICENSEE is required to inform the COUNTY and the COUNTY will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether that LICENSEE employee will be placed or remain on a COUNTY assignment. The COUNTY may withhold consent at its sole discretion. Failure of the LICENSEE to comply with the terms of this paragraph may result in the termination of its Agreement with the COUNTY.

8. USE AND FEES:

A. In consideration for the use of the LICENSED PROPERTY, LICENSEE agrees to pay COUNTY in accordance with Exhibit "B."

B. LICENSEE may establish its own rates, fees, and charges for concession services provided to FACILITY patrons, as long as such rates, fees, and charges are reasonable and not applied in a manner that discriminates against persons on the basis of race, color, religion, sex, national origin, or any other protected class.

9. GENERAL COOPERATION AND UNDERSTANDING:

- A. LICENSEE and COUNTY agree to cooperate in the promotion of the concession services hereunder to the general public.
- B. The PARTIES acknowledge that COUNTY retains ownership of the LICENSED PROPERTY.
- C. This Agreement cannot be transferred or assigned by LICENSEE, without prior written consent of COUNTY, which may be withheld at the sole discretion of COUNTY. Any attempt to assign or transfer will be in violation of this Agreement, and shall be void and unenforceable.
- D. Waiver by COUNTY of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- E. LICENSEE acknowledges that this Agreement and all records pertaining to this Agreement may be subject to public disclosure pursuant to Florida's Public Records law, Ch. 119, Florida Statutes.
- F. This Agreement constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. Any and all other prior or contemporaneous agreements, discussions, or representations, and understandings of any nature, whether oral or written, with respect to the subject matter of this Agreement are hereby superseded, merged and revoked.
- G. Any written notice required to be given under this Agreement must be in writing and either hand delivered or mailed by certified mail to the other party at the address set forth below or such other address as the party may provide from time to time. Any change in the PARTIES' representatives or contact information will be promptly communicated by the party making the change.

LEE COUNTY PARKS AND RECREATION

Director of Parks and Recreation (or designee)

3410 Palm Beach Blvd.

Fort Myers, FL 33916

(239) 533-7400

jlavender@leegov.com

With a copy to:

LEE COUNTY PROCUREMENT MANAGEMENT

Director of Procurement Management (or designee)

PO Box 2238

Fort Myers, FL 33902-2238

Seaside Kayaking, LLC
Lindsay Bell
4375 Pine Lake Road
Bonita Springs, Florida 34134
(239) 494-0237
Lindsayhbell@yahoo.com

10. **INSURANCE AND INDEMNIFICATION:**

- A. LICENSEE shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit "C", as may be amended from time to time. A copy of Exhibit "C" is attached hereto and incorporated herein. These requirements, as well as COUNTY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by LICENSEE under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better". No changes are to be made to these specifications without prior written specific approval by County Risk Management. A Certificate of Insurance, consistent with Exhibit "C" must be provided to COUNTY prior to its execution of this Agreement. Further, the Certificate of Insurance shall name COUNTY - *Lee County Board of County Commissioners* - as a certificate holder and as an additional insured. Should the requirements under Exhibit "C" change, COUNTY will provide the new requirements to LICENSEE. LICENSEE will provide a new Certificate of Insurance to COUNTY's Risk Management within sixty (60) calendar days of receipt of the new requirements or later if approved by County Risk Management.
- B. LICENSEE hereby indemnifies and holds COUNTY harmless from any and all claims, liability, losses, damages, costs, including but not limited to reasonable attorney's fees and causes of action that may arise out of the willful, negligent, reckless, intentional wrongful misconduct or unlawful acts or omissions of LICENSEE, its employees, volunteers and/or participants in its operations under this Agreement. LICENSEE will pay all claims and losses of any nature whatsoever arising from actions under this Agreement; will defend all suits against COUNTY, when applicable, including appellate proceedings; and, pay all costs, judgments, and attorney's fees. COUNTY retains the right to choose its own counsel and LICENSEE will reimburse its legal fees and costs. Nothing herein may be construed to require LICENSEE to indemnify COUNTY against liability resulting from the willful, negligent, or unlawful acts or omissions of COUNTY or its employees or agents acting within the scope of their employment pursuant to the provisions of this Agreement. This section

shall survive the termination or expiration of this Agreement.

- C. LICENSEE'S personal property housed or placed at the LICENSED PROPERTY shall be at the risk of LICENSEE and COUNTY will not be liable for any loss or damage to the LICENSEE'S personal property located thereon for any cause whatsoever. LICENSEE understands that COUNTY does not and shall not carry liability, theft or fire insurance on said property to cover LICENSEE'S interest therein.

11. **AMENDMENT AND TERMINATION:** Amendments or changes to this Agreement must be made in writing and be executed with the same formality as this Agreement unless provided otherwise in the Agreement. The PARTIES may terminate this Agreement upon ninety (90) calendar days written notice to the other party. Notice is to be provided in accordance with Section 9(G) above.

12. **DISPUTE RESOLUTION:**

- A. In the event of a dispute or claim arising out of this Agreement, the PARTIES agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the PARTIES may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the PARTIES may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the PARTIES shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

13. **COMPLIANCE WITH APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Florida. LICENSEE shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. LICENSEE shall conduct no activity or provide any service that is unlawful or offensive.

14. **INCORPORATION OF COUNTY SOLICITATION DOCUMENTS:** LICENSEE shall strictly comply with the terms and conditions of COUNTY Request for Proposal No. RFP190515BAG Paddle Craft Outfitter & Gift Shop Concessionaire for Manatee Park (the "Solicitation"). The Solicitation and LICENSEE'S response to the Solicitation ("LICENSEE'S

Proposal") are made a part of this Agreement as if attached hereto. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. LICENSEE'S Proposal

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, LEE COUNTY and LICENSEE have caused this Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

WITNESS:

Seaside Kayaking, LLC

Signed by:



BY:



Justin J. Finley, Manager

Print Name:

Flora Orellana

Date:

4/23/2020



LEE COUNTY

BY:



Date:

5/14/2020

Approved as to form for the reliance of Lee County only:



Lee County Attorney's Office

EXHIBIT A
SCOPE OF CONCESSION SERVICES

DETAILED SPECIFICATIONS

1. SCOPE OF WORK

- 1.1. LICENSEE shall oversee the day-to-day operations of Paddle Craft rentals and Gift Shop management at the LICENSED PROPERTY. The LICENSEE shall offer and manage paddle craft rentals to all potential customers as well as operate the onsite gift shop.
- 1.2. The LICENSEE shall be responsible for all pricing associated with the sale of goods within the gift shop and shall ensure that Paddle Craft rental pricing is fair and consistent with other competitive Paddle Craft outfitters within Lee County, FL.

2. MANATEE PARK BACKGROUND INFORMATION

- 2.1. While LICENSEE has been awarded the rights to operate the paddle craft rental and gift shop, the park is, and shall remain, a public facility under the supervision of Lee County Parks and Recreation Department.
- 2.2. LICENSEE shall allow park visitors to carry in their own food and beverages and launch their own personal watercrafts.

3. OPERATING HOURS

- 3.1. The operating hours for the paddle craft outfitter and gift shop shall be, at a minimum, as follows:
 - * During "Season" (defined as November 1st through April 15th): Seven (7) days a week - 9:00 a.m. to 4:00 p.m.
 - * During "Off Season" (defined as April 16th through October 31st): Six (6) hours per week. Off season operations are optional.
- 3.2. LICENSEE shall confirm by April 1st of each year if they will be providing services during "Off Season." Hours of "Off Season" operation shall be posted on the LICENSEE's website and provided to the COUNTY in writing by April 1st.
- 3.3. The County currently operates FACILITY seven (7) days per week from sunrise to sunset. The LICENSEE may not operate outside of the FACILITY'S normal hours of operation. LICENSEE's hours shall be clearly posted, and the LICENSEE shall not vary from the scheduled hours of operation without prior approval from the COUNTY.

4. FEE SCHEDULE AND PAYMENTS

- 4.1. All license fees payments are due the first day of each month, payable to Lee County Parks and Recreation. If payment is received after the 15th day of any month, a daily late fee may be assessed, beginning on the 16th day of the month, equal to five percent (5%) of the monthly license fee.

5. PRICING FOR PADDLE CRAFT & RENTALS

- 5.1. LICENSEE shall ensure paddle craft rental rates are fair and are competitive with those of other outfitters currently operating within Lee County, FL. Any requests for price increases over the term of the Agreement must remain competitive with those charged by other outfitters at the time of the request. Paddle Craft prices may only be increased with the prior written approval from the COUNTY. The COUNTY reserves the right to approve or deny all such requests at its sole discretion.

- 5.2. *Note: LICENSEE shall not be allowed to charge any launching or parking fees; all parking fees and collection of same are the sole responsibility of the COUNTY.*
- 5.3. The COUNTY reserves the right to monitor the rates over the term of the Agreement to ensure that, in its opinion, the rates are reasonable and competitive. If, at any time, the COUNTY feels the rates have become unreasonable and/or non-competitive; it reserves the right to require the LICENSEE to lower them to what it considers to be fair in the marketplace.
- 5.4. All requests for rate increases must be submitted in writing to and approved by the COUNTY representative prior to going into effect. The COUNTY will be the sole judge as to what is to be considered "reasonable" and "competitive".

6. PAYMENT METHODS

- 6.1. LICENSEE shall accept cash, credit cards, and debit cards as payment for all products and services provided under this Agreement. The LICENSEE has the discretion to accept personal checks.
- 6.2. *Note: All costs of credit card processing services - such as additional phone lines, etc. shall be the responsibility of the LICENSEE.*
- 6.3. LICENSEE shall have a process in place to offer receipts and shall provide refunds to patrons when requested, if necessary.

7. MANATEE PARK FACILITIES

- 7.1. The FACILITY meets the American with Disabilities Act (ADA) requirements thus making the park accessible to everyone. LICENSEE shall ensure they continue to operate the LICENSED PROPERTY in a manner that does not impede accessibility and thus maintains compliance with the ADA.
- 7.2. The LICENSEE shall assist COUNTY staff in ongoing wildlife and manatee educational efforts during COUNTY school field trips and while the children are out on break:
 - * LICENSEE shall handle the no-cost activity days, demos, guided tours, etc. for campers during COUNTY school field trips, Spring Break and the Summer Camp season, on an as-requested basis.
 - * LICENSEE shall provide a minimum of one (1) free trip per week for any COUNTY summer or spring break camp.
 - * LICENSEE shall provide complementary rentals on an as-requested basis to the COUNTY for use by dignitaries, media, etc.
- 7.3. LICENSEE shall be responsible for furnishing all of the equipment and fixtures necessary to operate a gift shop and provide the services and operations as specified herein.
- 7.4. This equipment and fixtures shall remain the property of the LICENSEE, who shall also be responsible for its maintenance and repair. As it becomes necessary to replace such equipment, it shall be the responsibility of the LICENSEE to do so.
- 7.5. The COUNTY reserves the right to have all paddle craft and ancillary equipment inspected by Risk Management, the United States Coast Guard or Auxiliary Marine Unit to ensure public safety.
- 7.6. The COUNTY further reserves the right to approve all external signs and all other enhancements the LICENSEE may request to make under this contract.

7.7. The COUNTY shall provide several outside picnic tables for patrons. Any other seating arrangements shall be the sole responsibility of the LICENSEE and must be preapproved in writing by the COUNTY prior to placement on COUNTY property.

8. PADDLE CRAFT

8.1. LICENSEE shall provide a minimum of twenty (20) paddle craft for such operations under this Agreement- all of which must be identified by a unique inventory number or code along with the required ancillary equipment such as paddles, life preservers, etc. - dedicated at all times to the LICENSED PROPERTY.

8.1.1. LICENSEE shall establish a plan that will be approved by the COUNTY, on when new inventory will be added to the current inventory, in order to maintain the expected level of customer service and offerings to the public.

8.2. The paddle craft and ancillary equipment must be in, and shall be maintained in, good working condition at all times.

8.3. *Note: The life preservers or personal flotation devices (PFDs) used under this Agreement shall be the vest style with adjustable straps (Type I or III). The orange "horseshoe" Type II is NOT acceptable.*

8.4. COUNTY reserves the right to conduct inspections at any time and request repair and/or replacement of any item at its sole discretion. LICENSEE shall be capable of replacing any paddle craft or ancillary equipment required herein within one (1) week after written request by COUNTY personnel.

8.5. All directions and cautionary statements on cleaning products used on the paddle craft and the ancillary equipment shall be adhered to. Run-off into any waterbodies within the FACILITY must be managed according to best management practices to maintain high water quality standards.

8.6. The American Canoe Association recommends a 1:5 ratio for guide/instructor to paddlers. The LICENSEE shall adhere as close as feasible to the American Canoe Association recommendations. Under no circumstances shall the ratio exceed 1 guide/instructor to 10 boats.

9. GIFT SHOP

9.1. LICENSEE shall maintain the current alarm system and has the ability to upgrade the alarm at its own expense. If the LICENSEE wishes to upgrade the alarm system with a twenty-four (24) hour paid monitoring security system (such as ADT), LICENSEE shall pay for all costs associated with installation and monitoring. LICENSEE shall provide the COUNTY with access to any alarm systems installed on the property. Removal of the security system at the end of this Agreement shall be the sole responsibility of the LICENSEE with all expenses paid by the LICENSEE.

9.2. LICENSEE shall provide all equipment necessary to stock and offer for sale the items necessary to provide the services, operations, and experience to patrons as detailed in the Agreement. Space for all equipment is limited to the designated area within the existing structure. LICENSEE shall obtain prior written authorization from the COUNTY before adding or removing equipment.

9.3. The COUNTY reserves the right to inspect the equipment at any time and close the LICENSEE operation down if sanitation or operational problems are found to be in violation of County, State and Department of Health violations.

9.4. The COUNTY reserves the right to approve items such as, but not limited to, equipment appearance, signage, item choices, and other issues as they relate to the gift shop operation. Manatee Park is a family friendly facility and all gift shop items should be selected to represent the same. (See Exhibit "B" Map of Manatee Park).

10. LICENSEE RESPONSIBILITIES

10.1. LICENSEE shall provide adequate staffing sufficient to serve the citizens and patrons that frequent LICENSED PREMISES. LICENSEE employees shall be identified with approved logo shirts and nametag that displays the LICENSEE's logo or other appropriate identifying information.

10.2. LICENSEE shall adequately train her/his employees in the work that they are to perform and shall continually supervise the ongoing operation to guarantee an appropriate level of proficiency. LICENSEE shall provide the COUNTY, one month after award, and as requested, with their Standard Operating Procedures (SOP) on gift shop operations and renting paddle craft, including training procedures for staff and the training provided to renters before they embark on the paddle craft.

10.2.1. LICENSEE shall have an incremental weather standard operating procedure (SOP) set in place and approved by the COUNTY. (i.e. Hurricanes, lightning within perimeter, etc.) All of LICENSEE's staff shall be trained to be prepared and informed of such SOP.

10.3. LICENSEE and her/his employees are not authorized to be Lee County Volunteers. Furthermore, LICENSEE, or any person in their employ may not perform volunteer duties for or within Manatee Park.

10.4. LICENSEE shall meet with designated COUNTY Supervisory staff a minimum of twice within the first four (4) months of commencement of Agreement. The goal of this is to ensure that the LICENSEE understands ethical ecotourism practices as well as the COUNTY's environmental policies.

10.5. LICENSEE shall meet with the COUNTY Supervisory staff within the first two (2) months after award. The goal of this is to ensure that the LICENSEE understands the role staff, and volunteers play in Manatee Park and in the Parks Department as a whole.

10.6. If LICENSEE decides to offer guided tours, all of LICENSEE'S staff working at LICENSED PROPERTY must complete a minimum of two (2) hours of interpretive training each calendar year that is offered by COUNTY Staff or another agency (such as the Society for Ethical Ecotourism, National Association for Interpretation, etc.) qualified to offer the training.

10.7. LICENSEE must be knowledgeable about Manatees and their environment and S.W. Florida Ecosystems to ensure that operations and services of the facilities are minimally intrusive to the Manatee habitat that interacts with the park operations and to provide knowledge and guidance to the customers and visitors of the park.

10.8. LICENSEE shall diligently maintain and protect COUNTY's property and surrender it at the end of the agreed term in the same condition, normal wear excepted.

10.9. LICENSEE shall meet with a COUNTY representative at the end of each contract year to discuss and evaluate service throughout the previous year.

10.10. Any alteration, addition to, or remodeling - temporary or permanent - of any COUNTY property is not be allowed, unless prior written approval is obtained from the COUNTY.

11. UTILITIES

11.1. LICENSEE shall provide and pay for the following utilities:

- Electricity: LICENSEE shall pay one hundred fifty dollars (\$150.00) monthly to the COUNTY for electricity. This is a flat fee paid by the LICENSEE.
- Telephone: LICENSEE shall acquire a local landline or cellular telephone number specific to LICENSED PROPERTY business operations. This number shall be used exclusively to conduct the required business of managing the Paddle Craft Rental and Gift Shop operations.

Note: Fees associated with utilities as stated above, are above and beyond the minimum license fee to be paid by the LICENSEE. Utilities payments shall be received separately from the minimum license fee.

11.2. LICENSEE is responsible for collection/removal of trash and litter from within a ten foot (10') radius of the gift shop and launch area in order to maintain the attractiveness of the park and the safety of its visitors.

12. WEBSITE

12.1. The LICENSEE shall currently have - or be prepared to launch within one (1) month following award - a web site dedicated to the promotion of their services (including those at Manatee Park).

- This website shall provide links to both the Lee County Parks & Recreation web site as well as the Calusa Blueway Paddling Trail site.
- It shall be the LICENSEE's responsibility to maintain the website and to forward information about events such as guided tours, etc. to the COUNTY'S representative within a minimum of ten calendar (10) days prior to the event so that the information may be posted on the Lee County Parks & Recreation web site.
- LICENSEE shall maintain records and offer online booking through the website to help accommodate the public. All records of online bookings shall be maintained and made available to the COUNTY on a quarterly basis or upon request.
- Social media campaigns and marketing shall be done in the spirit of representing and marketing a family-friendly eco-experience. All subject matter should be in good taste and remain factual. If the COUNTY finds that these parameters are not followed, the COUNTY will ask that particular social media campaigns or marketing materials are removed from all digital platforms.

13. COUNTY RESPONSIBILITIES

13.1. The COUNTY will maintain the exterior and the basic structure of the building and park property; the LICENSEE shall be responsible for all interior maintenance.

13.2. The COUNTY will provide and pay for pest control, water and trash service.

14. PARK CLOSING

14.1. At no time shall the LICENSEE operate the gift shop/paddle craft concession if the COUNTY closes the park due to safety precautions (inclement weather, etc.). LICENSEE shall waive all claims for compensation for loss or damages due to closure of the park in the interest of public safety.

15. ACCESS

15.1. LICENSEE will be given keys to the gift shop and the COUNTY will keep a set of keys for access in case of emergencies. The LICENSEE shall not change the locks to the facilities without prior written authorization of the COUNTY and keys set provided to the COUNTY.

16. REPORTS

16.1. LICENSEE shall provide COUNTY staff contact with the following reports:

- * Monthly count of patrons served.
- * Quarterly financial statements showing all gift shop sales and paddle craft rentals. Quarterly report must include an inventory sheet of gift shop merchandise and food and beverage items being sold.
- * An annual financial report showing total customers, paddle craft rental revenue, and gift shop sales, as well as a monthly count of all types of paddle craft rented to the public.
- * Quarterly inventory list that upon the County's request adjustments can be made per our standardization/quality concerns.
- * Quarterly reports of online bookings through website shall be sent to the COUNTY.

17. GIFT SHOP ITEMS

17.1. LICENSEE shall offer for sale a variety of food and beverage items at reasonable prices. The items shall include, at a minimum, snacks (such as chips, candy, chewing gum, trail mix, granola bars, nuts, etc.); beverages (such as bottled water, juice, soft drinks, iced tea, etc.); and ice cream/frozen novelties (such as ice cream sandwiches, popsicles, etc.).

17.2. LICENSEE shall maintain adequate inventory levels of merchandise and equipment to satisfy the basic needs of the patrons. Food and beverage items offered for sale in the gift shop shall be of superior quality as determined by the COUNTY. In the event the quality of items offered for sale by the LICENSEE is determined by the COUNTY to be below acceptable standards, the COUNTY may, at its sole discretion, require the LICENSEE to modify the items being sold.

17.3. LICENSEE shall comply with all applicable County Codes and Health Department requirements as they relate to the food vending operation.

17.4. LICENSEE shall not offer alcoholic beverages of any type for sale, on COUNTY property, under any circumstances.

17.5. In addition to food and beverage items, LICENSEE shall offer for sale appropriate gift shop and sundry items. The inventory may include items such as guide books, wildlife identification guides, plush/stuffed toys, key chains, T-shirts, hats, sunscreen, sunglasses, beach towels, picnic supplies, charcoal, etc.

18. EQUIPMENT STORAGE

18.1. LICENSED PROPERTY shall be kept neat and orderly at all times. The LICENSEE shall be responsible for all cleaning arrangements for on-site storage of paddle craft and ancillary equipment when it is not in use - for example, a shed or rack, etc.

18.2. All storage structures must be pre-approved by the COUNTY prior to implementation or installation, and cannot be a permanent structure. The COUNTY will not be responsible for any losses due to theft, fire or any other cause.

End of Detailed Specifications

EXHIBIT B
FEE SCHEDULE



**PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM**

COMPANY NAME: Seaside Kayaking LLC

SOLICITATION: RFP190515BAG, Paddle Craft Outfitter & Gift Shop Concessions for Manatee Park

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

For each completed price proposal utilizing the Bid/Proposal Form associated with this purchase. Prices provided within the Bid/Proposal Form shall reflect the LICENSEE's proposed fee schedule that meets the specifications requirements as detailed within the solicitation documents and associated Agreement package.

Proposer must provide pricing for monthly license fee that exceeds the amount fee as listed on the Bid/Proposal Form. Failure to provide monthly license fee that exceeds the minimum fee listed may result in proposal being deemed Non-Responsive at the sole discretion of the County and therefore ineligible for award.

Additional payments may be proposed by the LICENSEE that are above and beyond the required monthly license fee required.

Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for award purposes. The County does however reserve the right to negotiate pricing with the number 1 selected Company as a condition of award.

Paddle Craft Outfitter & Gift Shop Concessionaire for Manatee Park

LICENSE FEE - MONTHLY

Item	Description	Unit of Measure	Minimum Fee	Amount Proposed
1	License Fee	Monthly	\$650.00	\$1785.00

UTILITY FEES

(Utility fees to be paid by the LICENSEE as part of Agreement)

2	Electric	Monthly	\$150.00	\$150.00
3	Telephone - Landline	Monthly	As determined by LICENSEE use and plan	All associated fees to be paid by LICENSEE.

ADDITIONAL PAYMENTS (IF ANY)

(LICENSEE to provide details to additional payments to the COUNTY that are above and beyond the required monthly license fee)

4				
5				
6				

RFP190515BAG Paddle Craft Outfitter & Gift Shop Concessionaire for Manatee Park

EXHIBIT C
LICENSEE INSURANCE REQUIREMENTS

Lee County Insurance Requirements

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided.

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit

"The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Revised 03/19/2018 - Page 1 of 2

Please note that auto liability for Seaside Kayaking, LLC has been waived. Workman's compensation will be waived upon submission and acceptance of exemption form.



Verification of Coverage:

1. Coverage shall be in place prior to the ~~commencement~~ of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

LICENSEE BACKGROUND SCREENING AFFIDAVIT



LICENSEE BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Licensee who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Licensee is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lec County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Licensee will be solely responsible for complying with such legal requirements. Furthermore, the Licensee shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 4/23/2020

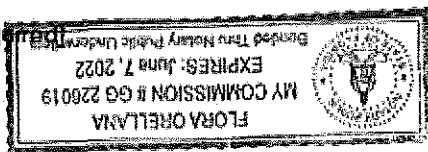
[Signature]
Signature

STATE OF Florida
COUNTY OF Lee

Justin Finley/owner
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: Justin Finley - FL DL

[Stamp/seal required]



[Signature]
Signature, Notary Public