

RESOLUTION NO. 2010-96

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE ASSIGNMENT AND THE TERMS AND CONDITIONS OF THE CONCESSION AGREEMENT FOR THE COURTHOUSE CAFÉ AND AUTHORIZING THE COUNTY ADMINSTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT, ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County and Courthouse Café entered into a Concession Agreement with Yasmin Taylor dated May 16, 2006 attached hereto as Exhibit "A" incorporated by reference and made a part hereof, to operate and maintain the food and beverage area located at the Courthouse Café; and

WHEREAS, the contract is a yearly contract with five one year renewals which terminates May 30, 2010 for the one year renewal and the five year renewal will terminate May 30, 2013; and

WHEREAS, Yasmin Taylor would like to assign her interest in the agreement with St. Johns County on June 1, 2010 to Tennille L. Simonson for the remainder of the renewal period by virtue of both the County and Tennille L. Simonson entering into a new Concession Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, in the Concession Agreement under #16 Assignment, this agreement can be assigned with County approval for the remainder of the agreement which would expire May 30, 2013; and

WHEREAS, with the Concession Agreement being assigned to Tennille L. Simonson this will keep the service at the Courthouse Café continuous without interruption and any interest that Yasmin Taylor had in the Concession Agreement will be completed.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

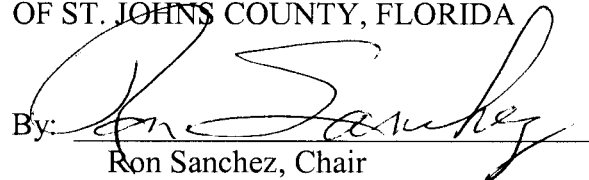
Section 2. The Board of County Commissioners approves the Assignment and the terms and conditions of the Concession Agreement for the Courthouse Café and authorizes the County Administrator, or designee, to execute the agreement for the remainder of the original time frame of the Concession Agreement beginning June 1, 2010 with three one year renewals and terminating May 30, 2013. Yasmin Taylor will not have any interest in the Concession Agreement once approved. All other provisions of the Concession Agreement dated May 16, 2006 will remain in full force.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

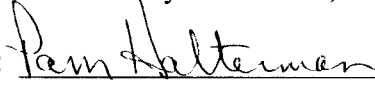
Section 4. The Clerk is instructed to file the original Concession Agreement in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4th day of May, 2010.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 5/6/10



**CONCESSION AGREEMENT
RFP 06-78**

**Agreement For The Operation Of The Café Facility At The Administration/Judicial
Complex 4030 Lewis Speedway, St. Augustine, Fl.**

THIS CONCESSION AGREEMENT made as of May 16, 2006 by and between ST. JOHNS COUNTY, acting by and through its BOARD OF COUNTY COMMISSIONERS, hereinafter called "COUNTY" and COURTHOUSE CAFE, whose address is 576 THEODORE ST., ST. AUGUSTINE, FL. 32084, PHONE: 904 826-4134, hereinafter referred to as "CONCESSIONAIRE", whereby the parties hereto, for and in consideration of the mutual covenants and conditions hereinafter expressed, do hereby agree as follows:

THE CONTRACTOR will commence service as required by the CONTRACT DOCUMENTS beginning June 1, 2006 and Contract will terminate May 30, 2008. This contract agreement may be extended in one year increments for a maximum of five (5) one year renewals.

1. GRANT OF CONCESSION: AREA OF OPERATION

The COUNTY hereby grants to the CONCESSIONAIRE, and the CONCESSIONAIRE hereby accepts from the COUNTY, exclusive right and duty to operate, maintain and otherwise conduct the services businesses of operating and maintaining a food and beverage facility at the St. Johns County, Administration/Judicial Complex, in the manner hereinafter described and such other food and beverage facility related CONCESSIONS and services as are described herein or may hereinafter be approved in writing by the County and expressly made a part of this Agreement.

2. TYPE OF BUSINESS

The CONCESSIONAIRE will continuously operate the facilities described in Section 6 here of as a food and beverage facility (and for no other purposes without the prior written consent of the COUNTY) during the dates and hours shown on Exhibit A. The COUNTY shall have the right to change such dates and hours upon seven days notice to CONCESSIONAIRE.

Duties of the CONCESSIONAIRE shall include but not limited to:

- a. Purchasing with his/her own funds all appropriate merchandise for the food and beverage facility and the pricing, sale, and inventory control of same. Items purchased by the CONCESSIONAIRE with his own funds shall be considered property of the CONCESSIONAIRE. The operation of the food and beverage facility shall consist of providing food and beverage to county employees and the general public and such other persons or groups as the county may from time to time determine to service special events. Food and beverage service shall mean as a minimum, the preparation of hot and cold sandwiches and serving of beverages. All food dispensed by CONCESSIONAIRE shall be of good quality and

served in a sanitary manner and vendor will maintain a hygienic operation in accordance with Department of Business and Professional Regulations and in a manner that reflects positively on the County. For special occasions a caterer's or sales cart may be utilized to serve customers on the campus, in the parking area, or in the picnic area only. No glass containers will be used to dispense sales of drinks or food for:

- a. Consumption outside of café service building.
- b. Providing at his/her expense all merchandise and inventory for the operation of the food and beverage facility.
- c. Providing at his/her expense such equipment and furnishings, in addition to that provided by the COUNTY that is necessary or desirable for the operation of the food and beverage facility.
- d. Paying all sales taxes and other governmental taxes and charges pertaining to the sale of food, beverages and other items at the food and beverage facility.
- e. Providing and paying, as employees of CONCESSIONAIRE, all labor necessary to operate the food and beverage facility.
- f. Obtaining Health Department clearance prior to its operation of the facility in accordance with Florida Administrative Code Chapter 10D13 and maintaining current recertification.
- g. Obtaining and keeping current all other permits necessary to operate the food and beverage facility.
- h. Keeping and maintaining the food and beverage facility, including the equipment and furnishings, in a safe and very clean condition.
- i. Furnish and maintain approved trash receptacles as required in the area.
- j. Will be responsible for busing tables and the cleaning of the entire concession area, (both interior and exterior) including but not limited to tables/eating areas, food preparation areas and concession storage area.
- k. Provide Labor sufficient to staff the food and beverage operation during regular hours and at other times as may be requested by the County Administrator for special county department/employee events.

3. NOTIFICATION TO VENDORS

The CONCESSIONAIRE shall notify each vendor and shall continuously make clear to each vendor from whom CONCESSIONAIRE purchases or leases materials and inventory for the operation of the food and beverage facility pursuant to this CONCESSIONAIRE AGREEMENT that such purchases and/or leases are made for his/her own account and not for the COUNTY and that the COUNTY assumes no responsibility for the payment or protection thereof.

4. CONCESSION ONLY

The parties expressly agree that no part, parcel, building, structure, equipment, furnishing or space is leased to the CONCESSIONAIRE; that he/she is a CONCESSIONAIRE operating as an independent contractor; that he/she is not a lessee; that the CONCESSIONAIRE'S right to operate the CONCESSION shall continue only

so long as a) the CONCESSION operation complies with the term and conditions of this AGREEMENT, and b) this AGREEMENT has not expired or been terminated pursuant to the termination provisions of this agreement. Nothing in this AGREEMENT shall be construed as creating a partnership between the COUNTY and the CONCESSIONAIRE or constituting the CONCESSIONAIRE as the agent of the COUNTY.

5. PRICE OF ITEMS

Items sold by CONCESSIONAIRE shall be competitively priced and comparable to or less than the prices charged at food and beverage facilities within North and Central Florida. The CONCESSIONAIRE must have the written agreement of all pricing/pricing increases from the Purchasing Manager.

6. FACILITIES

The CONCESSIONAIRE agrees to use such space, equipment, furnishing and facilities as the COUNTY may from time to time designate for use as the food and beverage facility with no representations or warranties from the COUNTY as to size, condition, or suitability of use thereof.

Exhibit "B" in the bid documents represents the building area currently designated for the food/storage and beverage facility.

Attachment "C" represents the COUNTY fixtures/furnishings currently designated to be used by the Concessionaire who will be responsible for replacing any such equipment as may become broken, lost, or non-operable, whether it is the Concessionaire's equipment or the County's. Any such equipment that is replaced shall be free and clear of any liens or encumbrances and shall remain the property of the COUNTY. Attachment "D" represents the equipment owned and used by the CONCESSIONAIRE. This list to be furnished will be updated when additional equipment is installed. The Concessionaire shall return to the County all of the fixtures/furnishings listed in Attachment "C". The CONCESSIONAIRE acknowledges that it has inspected the area, facilities, fixtures/furnishings and accepts them as adequate for its use "AS IS".

7. USE OF FACILITIES

The CONCESSIONAIRE agrees to neither permit or commit waste or damage to the facilities, equipment, furnishings, structures and space that are the subject of this AGREEMENT and further agrees to comply with all applicable federal, state, county and city laws and rules and regulation, including payment of all applicable taxes and compliance with all laws and regulations pertaining to the sale of food and beverages. Upon termination of this AGREEMENT by lapse of time or otherwise, the CONCESSIONAIRE agrees that his/her right to use facilities, structures and space which are the subject of this AGREEMENT shall be terminated and that CONCESSIONAIRE shall leave same in at least as good a condition as received, reasonable wear and tear excepted.

8. STANDARD OF OPERATIONS

Should the CONCESSIONAIRE fail to perform in a satisfactory manner or should the COUNTY have concerns because of complaints received or from observation by COUNTY inspectors or personnel authorized by the Board of County Commissioners

to review operations, the COUNTY may, but is not required to, advise the CONCESSIONAIRE in writing to correct the problem (s) and, upon receipt of such writing, the CONCESSIONAIRE shall answer by return hand delivered letter within four (4) working days stating the corrective action taken, or, if it cannot be completed within the four (4) days, the date completion of the corrective action is anticipated. Failure of the COUNTY to advise CONCESSIONAIRE of the problems prior to termination of this AGREEMENT and/or failure of COUNTY to agree to the actual or proposed corrective action of the CONCESSIONAIRE shall not prevent or delay the COUNTY in terminating this AGREEMENT.

9. TRADE FIXTURES AND CONCESSIONAIRE FURNISHINGS

The CONCESSIONAIRE may install his own additional furnishing and trade fixtures upon approval of the County Administrator and Director of Real Estate or his/her designee as to type and manner of installation, but upon termination of this AGREEMENT by lapse of time or otherwise, any damage to any portion of the COUNTY property caused by the placement or removal of CONCESSIONAIRES furnishings and/or trade fixtures shall be the responsibility of the CONCESSIONAIRE and will be immediately repaired at the expense of the CONCESSIONAIRE.

10. MAINTENANCE, UTILITIES, CUSTODIAL SERVICES & TRASH COLLECTION

The CONCESSIONAIRE shall be responsible for the maintenance and cleaning of the food and beverage/Café facility, furnishings, inventory and fixtures for this AGREEMENT, regardless of ownership.

The CONCESSIONAIRE shall provide his own trash removal and/receptacle(s) for the food and beverage/restaurant facility, and shall keep the area around the dumpster in a clean and sanitary manner.

The COUNTY shall provide water, and electricity necessary for the operation of the food and beverage/restaurant facility.

The COUNTY shall be responsible for the maintenance of the exterior of all buildings, the interior of restrooms, and the parking area and picnic area. The COUNTY shall be responsible for regular cleaning of the parking and picnic areas, PROVIDED HOWEVER CONCESSIONAIRE shall remove all trash and debris from the parking and picnic area that result from sales made at his/her CONCESSIONS.

The CONCESSIONAIRE shall be responsible for the maintenance and repairs of COUNTY fixtures, and the COUNTY equipment and furnishings provided under this agreement, to include replacement if necessary. The CONCESSIONAIRE shall, at all times, keep and maintain the food and beverage/restaurant facility in a clean and safe condition.

The CONCESSIONAIRE shall be responsible for the interior repair, cleaning and maintenance, including windows, of all area under its control that can be locked up upon

the close of each day's business. The CONCESSIONAIRE shall be responsible for cleaning and maintenance of the exterior picnic or patio area that may be used for food service. The COUNTY shall not be held responsible or liable for damages or for loss of inventory due to electricity outages or other failure to provide utility services.

11. REPAIR OF MAJOR DAMAGE

In the event of damage by storm, fire or other casualty rendering the COUNTY facilities, Structures or space which are the subject of this AGREEMENT unfit for use or occupancy, the COUNTY shall be under no obligations to rebuild or repair and unless the COUNTY has notified the CONCESSIONAIRE of its intention to rebuild or repair within thirty (30) days of such damages, this AGREEMENT may be terminated by either party. If the COUNTY notifies the CONCESSIONAIRE within thirty (30) days after such damage by storm, fire or other casualty, that the COUNTY intends to rebuild or repair, then the COUNTY agrees to exercise its best efforts to accomplish the restoration at the earliest possible date. In addition, the COUNTY will not be held responsible for any damages or for loss of inventory due to the above or due to the loss of electricity or other outages.

12. INSURANCE AND INDEMNITIES

The CONCESSIONAIRE agrees to indemnify and save the COUNTY harmless from any liability, claim or demand by any third party resulting from or arising out of the CONCESSIONAIRE'S actions under this AGREEMENT or his/her use or occupancy of the portion of the COUNTY property that is the subject of this AGREEMENT. The CONCESSIONAIRE shall at all times during the term of this AGREEMENT maintain in full force and effect a policy or policies of liability insurance in a form and written by such companies as may be acceptable to the COUNTY with single limits of liability of at least \$100,000.00/\$300,000.00 liability insurance per occurrence and with the COUNTY named as an additional insured under said policies. The CONCESSIONAIRE shall provide to the COUNTY, through the insurance company, such Certificates of Insurance as required, which will be mailed directly to the Contract Coordinator. The Concessionaire will be required to automatically renew the certificates thirty (30) days prior to expiration during this AGREEMENT. Each policy shall prohibit cancellation without 30 days prior notice to COUNTY. The CONCESSIONAIRE shall be responsible for insurance as he/she may desire upon his/her own property and inventory. The indemnity provisions of this section shall survive the termination of this AGREEMENT. **The Insurance Requirements Policy for use of County Facilities is in addition to the above requirements and his hereby incorporated at Attachment A.**

13. PAYMENTS

In consideration for the privileges granted to him/her under this AGREEMENT, the CONCESSIONAIRE shall perform his/her duties and obligations described herein and, in addition, **shall pay the COUNTY rent at a minimum amount of \$500.00 (five hundred dollars) per month, plus zero (0)(%) percent of the gross receipts and considerations, excluding sales tax, derived from the operation of the food and beverage facility.** The successful Concessionaire will agree to pay rent on or before the first of each month to the County Finance Department.

PENALTY FOR LATE PAYMENT

IF PAYMENT for the rent is NOT RECEIVED BY THE 15TH DAY OF THE MONTH PENALTY SHALL BEGIN ON THE 16TH day of the month and each day thereafter at the rate of \$21.00 a day until rent is paid. The CONCESSIONAIRE shall pay and account to all appropriate governmental agencies the appropriate sales, use, and other taxes and charges.

The CONCESSIONAIRE shall furnish and make available to COUNTY all financial records concerning receipts and considerations from the operation of the food and beverage/restaurant facility, upon notice of COUNTY'S intention to examine said records. In addition, the CONCESSIONAIRE shall, without notice or request, account and report to the COUNTY for all sums and considerations derived from the operation of the food and beverage facility and shall pay to the COUNTY the sums due it under the terms of this CONCESSION AGREEMENT at the times and in the manner described in Attachment "E" of the bid documents. The times and manner of making payment to the COUNTY and the times and manner of reporting and accounting to the COUNTY for the operation of the food and beverage facility may be changed by the COUNTY upon four (4) days written notice to CONCESSIONAIRE and the CONCESSIONAIRE shall immediately commence and continue to comply with such new and/or modified requirements.

14. TERMINATION

The failure of CONCESSIONAIRE to comply with any portion of its duties or obligations under this AGREEMENT, shall be cause for termination of this AGREEMENT. The CONCESSIONAIRE will have three (3) days to correct non-compliance items after receiving written notice of non-compliance or breach of contract. This AGREEMENT may be terminated by COUNTY for cause upon giving fourteen (14) days written notice to CONCESSIONAIRE that the AGREEMENT will be terminated if the CONCESSIONAIRE does not comply with first notice of non-compliance or breach of contract. Said notice shall also state the cause or causes for the termination.

In addition to the above provisions of this section 15, the COUNTY may terminate this AGREEMENT and all rights of CONCESSIONAIRE at any time, without cause, upon thirty (30) days written notice of intention to do so given by COUNTY to CONCESSIONAIRE; provided that, upon such termination under this subsection (b) the COUNTY shall pay the CONCESSIONAIRE an amount equal to the reasonable cost of the food and beverage facility inventory purchased by the CONCESSIONAIRE that can not be sold prior to the termination date and such inventory shall belong to the COUNTY. The COUNTY will also pay market value for fixtures and equipment to be left in place by CONCESSIONAIRE. In the event of termination under this subsection (b), the CONCESSIONAIRE shall provide evidence of the actual cost of the food and beverage facility inventory that cannot be sold prior to termination and,

after considering such evidence, the COUNTY shall determine the reasonable cost of such remaining inventory.

15. LIEN ON INVENTORY AND FURNISHINGS

The parties agree that the COUNTY shall have in addition to all other legal and equitable remedies, a continuing lien on all personal property, inventory, furnishing and trade fixtures of the CONCESSIONAIRE on the County property for all sums which may from time to time become due and unpaid to the COUNTY under this AGREEMENT, and upon default of payment by CONCESSIONAIRE, the county shall have the right to take possession and retain same until the full amount due the COUNTY shall be paid, or to sell the same at public auction, and after deducting the expenses of such sale, apply the balance of the proceeds to such payment. This section shall survive the termination of this AGREEMENT.

16. ASSIGNMENT

The CONCESSIONAIRE'S rights interests duties and obligations as set forth in this AGREEMENT shall not be assigned, pledged, hypothecated, subcontracted, transferred or encumbered in any manner whatsoever without the prior written consent of the COUNTY, which consent may be withheld or granted at the COUNTY'S sole discretion. A change in the persons or entities constituting the controlling partners or stockholders of CONCESSIONAIRE shall constitute an assignment.

17. LIMITATION ON WAIVERS

If any provision contained in this agreement should be breached by either party, such by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same, any other, or any future breach of this Agreement on any other occasion. No remedy herein conferred upon or reserved to the COUNTY or CONCESSIONAIRE is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this AGREEMENT or now hereafter existing at law or in equity. No delay or omission to exercise any right or power under this AGREEMENT shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

18. HEADINGS NOT PART HEREOF

The headings preceding the several sections hereof are solely for the convenience of reference and shall not constitute a part of this AGREEMENT or affect its meaning, construction or effect.

19. ADDITIONAL DUTIES

CONCESSIONAIRE shall comply with and perform all duties and obligations set forth in the COUNTY request for proposal (RFP) package and the CONCESSIONAIRE'S proposal pertaining to the award of this AGREEMENT unless such are inconsistent and in direct conflict with the provisions of the AGREEMENT.

20. NOTICE

All notices required or permitted hereunder and all monies payable hereunder shall be made to the St. Johns County, % Clerk of Courts, at the St. Johns County Courthouse, P.O. Box 300 St. Augustine, St. Johns County, Florida 32085-0300 and to the CONCESSIONAIRE at his/her address first above stated or to such other persons or addresses as the parties may hereafter direct by providing written notice thereof to the other party.

21. COMPLAINTS

Concessionaire shall notify Real Estate Manager and the Purchasing Manager within 24 hours of receiving a customer complaint and give the nature of the complaint, proposed remedy, and time for corrective action.

22. REVIEW OF BUSINESS OPERATIONS

Concessionaire shall meet with the Director of Real Estate and the Purchasing Manager or their designees bi-annually to review his strategic plan for business growth and discuss any opportunities for improvement.

23. CONTRACT TERM

The initial contract term shall be for two years from the June 1, 2006, with options to renew, at the St. Johns County's discretion, for five (5) additional years in one (1) year increments after negotiations with the Concessionaire and providing the negotiated extension is approved by the Department Head and Purchasing Manager. Annual appropriation is also required. Written notice of intent to renew shall not be required.

24. RENEWAL

Annual renewal shall be based on the successful vendor(s) agreement to all the terms, conditions and requirements and in maintaining firm conditions and requirements for the following year and approval by real Estate and the Purchasing Manager.

25. INDEMNITY To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, it's officials and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits

payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

26. **PRICING**

Prices for menu items shall remain firm for (1) one year. (See Attachment B), Court House Café Proposed Menu Items and Prices. Negotiated increases on menu items shall be coordinated and approved by the Contract Coordinator and the Director of Real Estate or his/her designee. **Vendor shall negotiate only with the St. Johns County Contract Coordinator, who is the sole entity authorized to negotiate additional services or price changes with the Vendor. No County Department, individually or collectively, are authorized unless designated in writing by the County Administrator. Vendor acknowledges all County Departments must present their requests for service changes to the Contract Coordinator and not with the Vendor.**

27. **VACATION**

Concessionaire will give the Director of Real Estate, or her designee, (2) two weeks notice of intent to take vacation. Vacation will be granted up to (3) three weeks per calendar year.

28. The term CONTRACT "DOCUMENTS" means and includes the following:

- (1) ADVERTISEMENT FOR RFPS AND INSTRUCTION TO BIDDERS
- (2) BID PROPOSAL – COUNTY BID FORMS AND ATTACHMENTS
- (3) BID SPECIFICATIONS & CONDITIONS
- (4) CONCESSION AGREEMENT
- (5) ATTACHMENTS
- (6) ADDENDA
- (7) CONTRACTORS PROPOSAL DATED MARCH 30, 2006
- (8) NOTICE OF AWARD
- (9) INSURANCES

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

Owner

ST. JOHNS COUNTY BCC Seal
(Typed Name)

By: [Signature]
Signature

JOE BURCH, PURCHASING MGR.
Printed Name & Title

5/16/06
Date of Execution

Contractor

YASMIN TAYLOR Seal
(Typed Name)

By: [Signature]
Signature

YASMIN TAYLOR
Printed Name & Title (OWNER)

5/15/06
Date of Execution

Cheryl Strickland, Clerk of Courts

By: [Signature]
Deputy Clerk

05/17/06
Date of Execution

**RFP 06-78, AGREEMENT FOR THE OPERATION OF THE CAFÉ FACILITY
AT THE ADMINISTRATION/JUDICIAL COMPLEX
ATTACHMENT “A”**

**Insurance Requirements Policy
For use of County Facilities
Effective January 1, 2006**



Alcohol on County Premises

Alcohol is only permitted in or on County premises with the written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50 AND with proof of liquor liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence which **specifically includes St Johns County as an *Additional insured by policy endorsement***. Liquor liability insurance is required of all applicants.

Business/Corporation/For-Profit Organizations

A. The BUSINESS hereby states and affirms that insurance coverage required is in place at the time of this Agreement, and will remain so for the term of this rental agreement and that the BUSINESS will not occupy the premises under this Agreement until is has obtained all insurance required under such laws. The BUSINESS agrees to submit documentation of all insurance coverage to the COUNTY or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the BUSINESS of its liability and obligations under this rental agreement.

B. The BUSINESS shall maintain during the term of this rental agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit to protect the BUSINESS and the COUNTY from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this rental agreement, whether such operations are by the BUSINESS or by anyone directly employed by or contracting with the BUSINESS.

**RFP 06-78, AGREEMENT FOR THE OPERATION OF THE CAFÉ FACILITY
AT THE ADMINISTRATION/JUDICIAL COMPLEX
ATTACHMENT A**

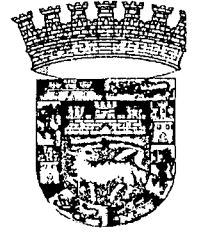
C. The BUSINESS shall maintain, during the life of this rental agreement, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per occurrence combined single limits to protect the BUSINESS from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the BUSINESS or by anyone directly or indirectly employed by the BUSINESS.

D. the BUSINESS shall maintain, during the life of this rental agreement, adequate Workers Compensation Insurance and Employers Liability Insurance in at least such amounts as are required by law. If the BUSINESS is not required to maintain Workers Compensation Insurance and Employers Liability Insurance under Florida Law, verification noting this exclusion shall be provided to the COUNTY by the BUSINESS insurance carrier.

E. All insurance, other than Workers Compensation, to be maintained by the BUSINESS shall specifically include St Johns County as an *Additional Insured, by policy endorsement*, except as such coverage is specifically waived in writing by the COUNTY, and a Certificate of Insurance naming St Johns County, Risk Mgt. Dept., 4020 Lewis Speedway, St. Augustine, FL 32084, as *Additional Insured* must be provided to the COUNTY by the BUSINESS insurance carrier.

F. The insurance requirement is deemed contractual, and the COUNTY shall not be deemed responsible to any third party for any failure of insurance coverage.

**RFP 06-78, AGREEMENT FOR THE OPERATION OF THE CAFÉ FACILITY
AT THE ADMINISTRATION/JUDICIAL COMPLEX
ATTACHMENT A**



Indemnification and Hold Harmless

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the County and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the COUNTY and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement, and agrees to pay the COUNTY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledges that the COUNTY has no duty to and will not provide supervision during the activity.

YASMIN TAYLOR
Print Name of Authorized Agent

Yasmin Taylor
Signature of Authorized Agent

5/15/06
Date signed

Holly Cruz
Witness

**EXHIBIT "B" TO RESOLUTION
CONCESSION AGREEMENT
RFP 06-78; Agreement For The Operation Of The Café Facility
At The Administration/Judicial Complex
4030 Lewis Speedway, St. Augustine, Fl.**

THIS CONCESSION AGREEMENT made this _____ day of _____, 2010 by and between ST. JOHNS COUNTY, FL, by and through its BOARD OF COUNTY COMMISSIONERS, hereinafter called the "COUNTY" and **COURTHOUSE CAFE**, whose address is **576 THEODORE ST., ST. AUGUSTINE, FL. 32084, PHONE: 904 826-4134**, hereinafter referred to as "CONCESSIONAIRE", whereby the parties hereto, for and in consideration of the mutual covenants and conditions hereinafter expressed, do hereby agree as follows:

THE CONCESSIONAIRE will commence service as required by the CONTRACT DOCUMENTS. This Concession Agreement will begin **June 1, 2010** and will terminate **May 30, 2011**. This Concession Agreement may be extended in one year increments for a maximum of three (3) one year renewals.

1. GRANT OF CONCESSION: AREA OF OPERATION

The COUNTY hereby grants to the CONCESSIONAIRE, and the CONCESSIONAIRE hereby accepts from the COUNTY, exclusive right and duty to operate, maintain and otherwise conduct the services businesses of operating and maintaining a food and beverage facility at the St. Johns County, Administration/Judicial Complex, in the manner hereinafter described and such other food and beverage facility related CONCESSIONS and services as are described herein or may hereinafter be approved in writing by the County and expressly made a part of this Agreement.

2. TYPE OF BUSINESS

The CONCESSIONAIRE will continuously operate the facilities described in Section 6 here of as a food and beverage facility (and for no other purposes without the prior written consent of the COUNTY) during the dates and hours shown on Exhibit A. The COUNTY shall have the right to change such dates and hours upon seven days notice to CONCESSIONAIRE.

Duties of the CONCESSIONAIRE shall include but not limited to:

- A. Purchasing with his/her own funds all appropriate merchandise for the food and beverage facility and the pricing, sale, and inventory control of same. Items purchased by the CONCESSIONAIRE with his own funds shall be considered property of the CONCESSIONAIRE. The operation of the food and beverage facility shall consist of providing food and beverage to county employees and the general public and such other persons or groups as the county may from time to time determine to service special events. Food and beverage service shall mean as a minimum, the preparation of hot and cold sandwiches and serving of beverages. All food dispensed by CONCESSIONAIRE shall be of good quality and served in a sanitary manner and vendor will maintain a hygienic operation in accordance with Department of Business and Professional Regulations and in a manner that reflects positively on the County. For special occasions a caterer's or sales cart may be utilized to serve customers on the campus, in the parking area, or in the picnic area only. No glass containers will be used to dispense sales of drinks or food for:
- Consumption outside of café service building.
 - Providing at his/her expense all merchandise and inventory for the operation of the food and beverage facility.
 - Providing at his/her expense such equipment and furnishings, in addition to that provided by the COUNTY that is necessary or desirable for the operation of the food and beverage facility.
 - Paying all sales taxes and other governmental taxes and charges pertaining to the sale of food, beverages and other items at the food and beverage facility.
 - Providing and paying, as employees of CONCESSIONAIRE, all labor necessary to operate the food and beverage facility.
 - Obtaining Health Department clearance prior to its operation of the facility in accordance with Florida - Administrative Code Chapter 10D13 and maintaining current recertification.

- Obtaining and keeping current all other permits necessary to operate the food and beverage facility.
- Keeping and maintaining the food and beverage facility, including the equipment and furnishings, in a safe and very clean condition.
- Furnish and maintain approved trash receptacles as required in the area.
- Will be responsible for busing tables and the cleaning of the entire concession area, (both interior and exterior) including but not limited to tables/eating areas, food preparation areas and concession storage area.
- Provide Labor sufficient to staff the food and beverage operation during regular hours and at other times as may be requested by the County Administrator for special county department/employee events.

3. NOTIFICATION TO VENDORS

The CONCESSIONAIRE shall notify each vendor and shall continuously make clear to each vendor from whom CONCESSIONAIRE purchases or leases materials and inventory for the operation of the food and beverage facility pursuant to this CONCESSIONAIRE AGREEMENT that such purchases and/or leases are made for his/her own account and not for the COUNTY and that the COUNTY assumes no responsibility for the payment or protection thereof.

4. CONCESSION ONLY

The parties expressly agree that no part, parcel, building, structure, equipment, furnishing or space is leased to the CONCESSIONAIRE; that he/she is a CONCESSIONAIRE operating as an independent contractor; that he/she is not a lessee; that the CONCESSIONAIRE'S right to operate the CONCESSION shall continue only so long as a) the CONCESSION operation complies with the term and conditions of this AGREEMENT, and b) this AGREEMENT has not expired or been terminated pursuant to the termination provisions of this agreement. Nothing in this AGREEMENT shall be construed as creating a partnership between the COUNTY and the CONCESSIONAIRE or constituting the CONCESSIONAIRE as the agent of the COUNTY.

5. PRICE OF ITEMS

Items sold by CONCESSIONAIRE shall be competitively priced and comparable to or less than the prices charged at food and beverage facilities within North and Central Florida. The CONCESSIONAIRE must have the written agreement of all pricing/pricing increases from the Purchasing Manager.

6. FACILITIES

The CONCESSIONAIRE agrees to use such space, equipment, furnishing and facilities as the COUNTY may from time to time designate for use as the food and beverage facility with no representations or warranties from the COUNTY as to size, condition, or suitability of use thereof. Exhibit "B" in the bid documents represents the building area currently designated for the food/storage and beverage facility. Attachment "C" represents the COUNTY fixtures/furnishings currently designated to be used by the Concessionaire who will be responsible for replacing any such equipment as may become broken, lost, or non-operable, whether it is the Concessionaire's equipment or the County's. Any such equipment that is replaced shall be free and clear of any liens or encumbrances and shall remain the property of the COUNTY. Attachment "D" represents the equipment owned and used by the CONCESSIONAIRE. This list to be furnished will be updated when additional equipment is installed. The Concessionaire shall return to the County all of the fixtures/furnishings listed in Attachment "C". The CONCESSIONAIRE acknowledges that it has inspected the area, facilities, fixtures/furnishings and accepts them as adequate for its use "AS IS".

7. USE OF FACILITIES

The CONCESSIONAIRE agrees to neither permit or commit waste or damage to the facilities, equipment, furnishings, structures and space that are the subject of this AGREEMENT and further agrees to comply with all applicable federal, state, county and city laws and rules and regulation, including payment of all applicable taxes and compliance with all laws and regulations pertaining to the sale of food and beverages. Upon termination of this AGREEMENT by lapse of time or otherwise, the CONCESSIONAIRE agrees that his/her right to use facilities, structures and space which are the

subject of this AGREEMENT shall be terminated and that CONCESSIONAIRE shall leave same in at least as good a condition as received, reasonable wear and tear excepted.

8. STANDARD OF OPERATIONS

Should the CONCESSIONAIRE fail to perform in a satisfactory manner or should the COUNTY have concerns because of complaints received or from observation by COUNTY inspectors or personnel authorized by the Board of County Commissioners to review operations, the COUNTY may, but is not required to, advise the CONCESSIONAIRE in writing to correct the problem (s) and, upon receipt of such writing, the CONCESSIONAIRE shall answer by return hand delivered letter within four (4) working days stating the corrective action taken, or, if it cannot be completed within the four (4) days, the date completion of the corrective action is anticipated. Failure of the COUNTY to advise CONCESSIONAIRE of the problems prior to termination of this AGREEMENT and/or failure of COUNTY to agree to the actual or proposed corrective action of the CONCESSIONAIRE shall not prevent or delay the COUNTY in terminating this AGREEMENT.

9. TRADE FIXTURES AND CONCESSIONAIRE FURNISHINGS

The CONCESSIONAIRE may install his own additional furnishing and trade fixtures upon approval of the County Administrator and Director of Real Estate or his/her designee as to type and manner of installation, but upon termination of this AGREEMENT by lapse of time or otherwise, any damage to any portion of the COUNTY property caused by the placement or removal of CONCESSIONAIRES furnishings and/or trade fixtures shall be the responsibility of the CONCESSIONAIRE and will be immediately repaired at the expense of the CONCESSIONAIRE.

10. MAINTENANCE, UTILITIES, CUSTODIAL SERVICES & TRASH COLLECTION

The CONCESSIONAIRE shall be responsible for the maintenance and cleaning of the food and beverage/Café facility, furnishings, inventory and fixtures for this AGREEMENT, regardless of ownership.

The CONCESSIONAIRE shall provide his own trash removal and/receptacle(s) for the food and beverage/restaurant facility, and shall keep the area around the dumpster in a clean and sanitary manner.

The COUNTY shall provide water, and electricity necessary for the operation of the food and beverage/restaurant facility.

The COUNTY shall be responsible for the maintenance of the exterior of all buildings, the interior of restrooms, and the parking area and picnic area. The COUNTY shall be responsible for regular cleaning of the parking and picnic areas, PROVIDED HOWEVER CONCESSIONAIRE shall remove all trash and debris from the parking and picnic area that result from sales made at his/her CONCESSIONS.

The CONCESSIONAIRE shall be responsible for the maintenance and repairs of COUNTY fixtures, and the COUNTY equipment and furnishings provided under this agreement, to include replacement if necessary. The CONCESSIONAIRE shall, at all times, keep and maintain the food and beverage/restaurant facility in a clean and safe condition.

The CONCESSIONAIRE shall be responsible for the interior repair, cleaning and maintenance, including windows, of all area under its control that can be locked up upon the close of each day's business. The CONCESSIONAIRE shall be responsible for cleaning and maintenance of the exterior picnic or patio area that may be used for food service. The COUNTY shall not be held responsible or liable for damages or for loss of inventory due to electricity outages or other failure to provide utility services.

11. REPAIR OF MAJOR DAMAGE

In the event of damage by storm, fire or other casualty rendering the COUNTY facilities, Structures or space which are the subject of this AGREEMENT unfit for use or occupancy, the COUNTY shall be under no obligations to rebuild or repair and unless the COUNTY has notified the CONCESSIONAIRE of its intention to rebuild or repair within thirty (30) days of such damages, this AGREEMENT may be terminated by either party. If the COUNTY notifies the CONCESSIONAIRE within thirty (30) days after such damage by storm, fire or other casualty, that the COUNTY intends

to rebuild or repair, then the COUNTY agrees to exercise its best efforts to accomplish the restoration at the earliest possible date. In addition, the COUNTY will not be held responsible for any damages or for loss of inventory due to the above or due to the loss of electricity or other outages.

12. INSURANCE AND INDEMNITIES

The CONCESSIONAIRE agrees to indemnify and save the COUNTY harmless from any liability, claim or demand by any third party resulting from or arising out of the CONCESSIONAIRE'S actions under this AGREEMENT or his/her use or occupancy of the portion of the COUNTY property that is the subject of this AGREEMENT. The CONCESSIONAIRE shall at all times during the term of this AGREEMENT maintain in full force and effect a policy or policies of liability insurance in a form and written by such companies as may be acceptable to the COUNTY with single limits of liability of at least \$100,000.00/\$300,000.00 liability insurance per occurrence and with the COUNTY named as an additional insured under said policies. The CONCESSIONAIRE shall provide to the COUNTY, through the insurance company, such Certificates of Insurance as required, which will be mailed directly to the Contract Coordinator. The Concessionaire will be required to automatically renew the certificates thirty (30) days prior to expiration during this AGREEMENT. Each policy shall prohibit cancellation without 30 days prior notice to COUNTY. The CONCESSIONAIRE shall be responsible for insurance as he/she may desire upon his/her own property and inventory. The indemnity provisions of this section shall survive the termination of this AGREEMENT. The **Insurance Requirements Policy for use of County Facilities is in addition to the above requirements and his hereby incorporated at Attachment A.**

13. PAYMENTS

In consideration for the privileges granted to him/her under this AGREEMENT, the CONCESSIONAIRE shall perform his/her duties and obligations described herein and, in addition, **shall pay the COUNTY rent at a minimum amount of \$500.00 (five hundred dollars) per month, plus zero (0)(%) percent of the gross receipts and considerations, excluding sales tax, derived from the operation of the food and beverage facility.** The successful Concessionaire will agree to pay rent on or before the first of each month to the County Finance Department.

PENALTY FOR LATE PAYMENT

IF PAYMENT for the rent is NOT RECEIVED BY THE 15TH DAY OF THE MONTH PENALTY SHALL BEGIN ON THE 16TH day of the month and each day thereafter at the rate of \$21.00 a day until rent is paid. The CONCESSIONAIRE shall pay and account to all appropriate governmental agencies the appropriate sales, use, and other taxes and charges.

The CONCESSIONAIRE shall furnish and make available to COUNTY all financial records concerning receipts and considerations from the operation of the food and beverage/restaurant facility, upon notice of COUNTY'S intention to examine said records. In addition, the CONCESSIONAIRE shall, without notice or request, account and report to the COUNTY for all sums and considerations derived from the operation of the food and beverage facility and shall pay to the COUNTY the sums due it under the terms of this CONCESSION AGREEMENT at the times and in the manner described in Attachment "E" of the bid documents. The times and manner of making payment to the COUNTY and the times and manner of reporting and accounting to the COUNTY for the operation of the food and beverage facility may be changed by the COUNTY upon four (4) days written notice to CONCESSIONAIRE and the CONCESSIONAIRE shall immediately commence and continue to comply with such new and/or modified requirements.

14. TERMINATION

The failure of CONCESSIONAIRE to comply with any portion of its duties or obligations under this AGREEMENT, shall be cause for termination of this AGREEMENT. The CONCESSIONAIRE will have three (3) days to correct non-compliance items after receiving written notice of non-compliance or breach of contract. This AGREEMENT may be terminated by COUNTY for cause upon giving fourteen (14) days written notice to CONCESSIONAIRE that the AGREEMENT will be terminated if the CONCESSIONAIRE does not comply with first notice of non-compliance or breach of contract. Said notice shall also state the cause or causes for the termination.

In addition to the above provisions of this section 15, the COUNTY may terminate this AGREEMENT and all rights of CONCESSIONAIRE at any time, without cause, upon thirty (30) days written notice of intention to do so given by COUNTY to CONCESSIONAIRE; provided that, upon such termination under this subsection (b) the COUNTY shall pay the CONCESSIONAIRE an amount equal to the reasonable cost of the food and beverage facility inventory purchased by the CONCESSIONAIRE that can not be sold prior to the termination date and such inventory shall belong to the COUNTY. The COUNTY will also pay market value for fixtures and equipment to be left in place by CONCESSIONAIRE. In the event of termination under this subsection (b), the CONCESSIONAIRE shall provide evidence of the actual cost of the food and beverage facility inventory that cannot be sold prior to termination and, after considering such evidence, the COUNTY shall determine the reasonable cost of such remaining inventory.

15. LIEN ON INVENTORY AND FURNISHINGS

The parties agree that the COUNTY shall have in addition to all other legal and equitable remedies, a continuing lien on all personal property, inventory, furnishing and trade fixtures of the CONCESSIONAIRE on the County property for all sums which may from time to time become due and unpaid to the COUNTY under this AGREEMENT, and upon default of payment by CONCESSIONAIRE, the county shall have the right to take possession and retain same until the full amount due the COUNTY shall be paid, or to sell the same at public auction, and after deducting the expenses of such sale, apply the balance of the proceeds to such payment. This section shall survive the termination of this AGREEMENT.

16. ASSIGNMENT

The CONCESSIONAIRE'S rights interests duties and obligations as set forth in this AGREEMENT shall not be assigned, pledged, hypothecated, subcontracted, transferred or encumbered in any manner whatsoever without the prior written consent of the COUNTY, which consent may be withheld or granted at the COUNTY'S sole discretion. A change in the persons or entities constituting the controlling partners or stockholders of CONCESSIONAIRE shall constitute an assignment.

17. LIMITATION ON WAIVERS

If any provision contained in this agreement should be breached by either party, such by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same, any other, or any future breach of this Agreement on any other occasion. No remedy herein conferred upon or reserved to the COUNTY or CONCESSIONAIRE is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this AGREEMENT or now hereafter existing at law or in equity. No delay or omission to exercise any right or power under this AGREEMENT shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

18. HEADINGS NOT PART HEREOF

The headings preceding the several sections hereof are solely for the convenience of reference and shall not constitute a part of this AGREEMENT or affect its meaning, construction or effect.

19. ADDITIONAL DUTIES

CONCESSIONAIRE shall comply with and perform all duties and obligations set forth in the COUNTY request for proposal (RFP) package and the CONCESSIONAIRE'S proposal pertaining to the award of this AGREEMENT unless such are inconsistent and in direct conflict with the provisions of the AGREEMENT.

20. NOTICE

All notices required or permitted hereunder and all monies payable hereunder shall be made to the St. Johns County, % Clerk of Courts, at the St. Johns County Courthouse, P.O. Box 300 St. Augustine, St. Johns County, Florida 32085-0300 and to the CONCESSIONAIRE at his/her address first above stated or to such other persons or addresses as the parties may hereafter direct by providing written notice thereof to the other party.

21. COMPLAINTS

Concessionaire shall notify Real Estate Manager and the Purchasing Manager within 24 hours of receiving a customer complaint and give the nature of the complaint, proposed remedy, and time for corrective action.

22. REVIEW OF BUSINESS OPERATIONS

Concessionaire shall meet with the Director of Real Estate and the Purchasing Manager or their designees bi-annually to review his strategic plan for business growth and discuss any opportunities for improvement.

23. CONTRACT TERM

The initial contract term shall be for two years from the June 1, 2006, with options to renew, at the St. Johns County's discretion, for five (5) additional years in one (1) year increments after negotiations with the Concessionaire and providing the negotiated extension is approved by the Department Head and Purchasing Manager. Annual appropriation is also required. Written notice of intent to renew shall not be required.

24. RENEWAL

Annual renewal shall be based on the successful vendor(s) agreement to all the terms, conditions and requirements and in maintaining firm conditions and requirements for the following year and approval by real Estate and the Purchasing Manager.

25. AMENDMENTS TO AGREEMENT

Both the County and the Concessionaire acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and the Concessionaire acknowledge that any change, amendment, modification, revision, extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Concessionaire.

26. INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, it's officials and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

27. PRICING

Prices for menu items shall remain firm for (1) one year. **(See Attachment B), Court House Café Proposed Menu Items and Prices.** Negotiated increases on menu items shall be coordinated and approved by the Contract Coordinator and the Director of Real Estate or his/her designee. **Vendor shall negotiate only with the St. Johns County Contract Coordinator, who is the sole entity authorized to negotiate additional services or price changes with the Vendor. No County Department, individually or collectively, are authorized unless designated in writing by the County**

Administrator. Vendor acknowledges all County Departments must present their requests for service changes to the Contract Coordinator and not with the Vendor.

28. VACATION

Concessionaire will give the Director of Real Estate, or her designee, (2) two weeks notice of intent to take vacation. Vacation will be granted up to (3) three weeks per calendar year.

29. The term CONTRACT "DOCUMENTS" means and includes the following:
- a. ADVERTISEMENT FOR RFPS AND INSTRUCTION TO BIDDERS
 - b. BID PROPOSAL – COUNTY BID FORMS AND ATTACHMENTS
 - c. BID SPECIFICATIONS & CONDITIONS
 - d. CONCESSION AGREEMENT
 - e. ATTACHMENTS
 - f. ADDENDA
 - g. CONTRACTORS PROPOSAL DATED MARCH 30, 2006
 - h. NOTICE OF AWARD
 - i. INSURANCES
 - j. AGENDA (Ref: Assignment)
 - k. AUTHORIZING RESOLUTION

30. SEVERABILITY

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

31. GOVERNING LAW & VENUE

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

32. PERMITS & LICENSES

To the extent that the Concessionaire needs to secure, obtain/acquire, and maintain, permits, certificates, and/or licenses, in order to operate the food and beverage facility, then the Concessionaire shall be responsible for securing, obtaining/acquiring, and maintaining, at the Concessionaire's sole expense, any, and all, permits, certificates, license, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

33. NO THIRD PARTY BENEFICIARIES

Both the County and the Concessionaire explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

34. INDEPENDENT CONTRACTOR RELATIONSHIP

The Concessionaire is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the County. As such, neither the Concessionaire, nor any employees, agents, officials, servants, nor subcontractors of the Concessionaire are eligible for any benefits afforded employees, or officials of the County. The Concessionaire shall exercise control over the means and manner in which the Concessionaire, and the Concessionaire's employees, perform the work that is set forth in this Agreement. The Concessionaire does not have the power or authority to bind (legally or equitably), in any manner whatsoever, the County, in any promise, agreement, or representation, other than as specifically provided for in this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

Owner

Contractor

Seal
(Typed Name)

Seal
(Typed Name)

By: _____
Signature

By: _____
Signature

Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Cheryl Strickland, Clerk of Courts

By: _____
Deputy Clerk

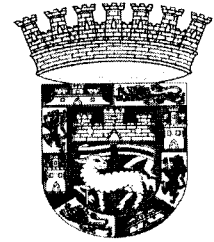
Date of Execution

Legally Sufficient:

By: _____
Deputy County Attorney

Date of Execution

**RFP 06-78, AGREEMENT FOR THE OPERATION OF THE CAFÉ FACILITY AT THE
ADMINISTRATION/JUDICIAL COMPLEX
ATTACHMENT "A"**



**Insurance Requirements Policy
For use of County Facilities
Effective January 1, 2006**

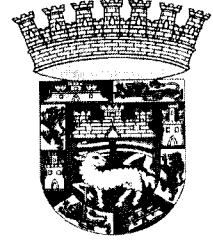
Alcohol on County Premises

Alcohol is only permitted in or on County premises with the written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50 AND with proof of liquor liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence which **specifically includes St Johns County as an *Additional insured by policy endorsement***. Liquor liability insurance is required of all applicants.

Business/Corporation/For-Profit Organizations

- A. The BUSINESS hereby states and affirms that insurance coverage required is in place at the time of this Agreement, and will remain so for the term of this rental agreement and that the BUSINESS will not occupy the premises under this Agreement until it has obtained all insurance required under such laws. The BUSINESS agrees to submit documentation of all insurance coverage to the COUNTY or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the BUSINESS of its liability and obligations under this rental agreement.
- B. The BUSINESS shall maintain during the term of this rental agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit to protect the BUSINESS and the COUNTY from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this rental agreement, whether such operations are by the BUSINESS or by anyone directly employed by or contracting with the BUSINESS.
- C. The BUSINESS shall maintain, during the life of this rental agreement, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per occurrence combined single limits to protect the BUSINESS from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the BUSINESS or by anyone directly or indirectly employed by the BUSINESS.
- D. The BUSINESS shall maintain, during the life of this rental agreement, adequate Workers Compensation Insurance and Employers Liability Insurance in at least such amounts as are required by law. If the BUSINESS is not required to maintain Workers Compensation Insurance and Employers Liability Insurance under Florida Law, verification noting this exclusion shall be provided to the COUNTY by the BUSINESS insurance carrier.
- E. **All insurance, other than Workers Compensation, to be maintained by the BUSINESS shall specifically include St Johns County as an *Additional Insured, by policy endorsement*, except as such coverage is specifically waived in writing by the COUNTY, and a Certificate of Insurance naming St Johns County, Risk Mgt. Dept., 4020 Lewis Speedway, St. Augustine, FL 32084, as *Additional Insured* must be provided to the COUNTY by the BUSINESS insurance carrier.**
- F. The insurance requirement is deemed contractual, and the COUNTY shall not be deemed responsible to any third party for any failure of insurance coverage.

**RFP 06-78, AGREEMENT FOR THE OPERATION OF THE CAFÉ FACILITY AT THE
ADMINISTRATION/JUDICIAL COMPLEX
ATTACHMENT A**



Indemnification and Hold Harmless

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the County and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the COUNTY and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement, and agrees to pay the COUNTY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledges that the COUNTY has no duty to and will not provide supervision during the activity.

Print Name of Authorized Agent

Signature of Authorized Agent

Date signed

Witness

100B

SWITCH BOARD

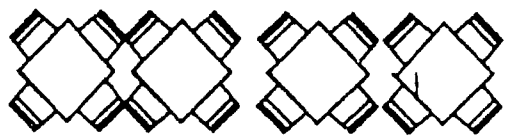
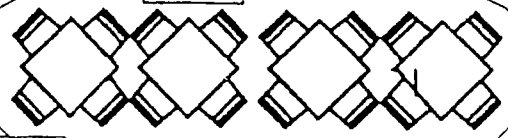
141

FUTURE EXPANSION

150

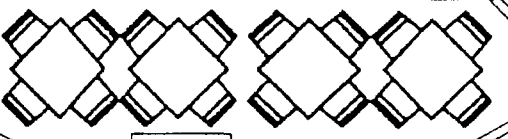
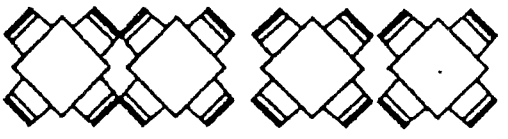
EXHIBIT 'B'

101C



LOUNGE

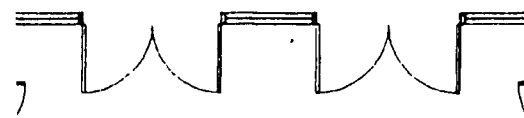
101B



101A

FOYER

100A



ENTRANCE

CONCESSION SNACK

143

JAN.

142

STOR.

144

FUTURE AHU 60X53

STOR

145A

STOR

146A

MEN

145

WOM.

146

VENDING/PHONES

148

FUTURE AHU 60X53

EXCLUSIVE USE AREAS:

- SPACE 143
- SPACE 145
- SPACE 148 (PARTIAL) (VENDING)

FUTURE EXPANSION

151

NON EXCLUSIVE USE AREAS:

- SPACE 101A, 101B, 101C
- SPACE 145 + 146 (MENS + WOMENS)

ATTACHMENT "B" TO CONCESSION AGREEMENT

Phone: (904) 808-1480

Court House Cafe

Hours: 7:30am - 3:00 pm

Breakfast

Subs & Sandwiches

House Specials

* Cheese Omelet.....3.50

4" 8" Sandwich

Cobb Salad.....5.50

* Add Veggies...75. Add bacon...1.00. Add ham...1.00

Turkey Breast...3.75...5.75...4.50

Spanish Salad.....6.50

Sausage, Egg & Cheese Biscuit.....2.75

Ham.....3.75...5.75...4.50

Taco Salad.....6.50

Sausage Biscuit.....1.65

Roast Beef...3.75...5.75...4.50

Salads

Toast Bagel

Club...4.00...6.15...4.75

Medium Large

Egg, Bacon & Cheese...4.50...4.75

Ultimate Club...4.50...6.35...4.95

*Tossed Salad...2.50...3.50

Egg, Ham & Cheese...4.50...4.75

B.L.T.....4.50

*Pasta Salad...2.25...3.25

Hot Ham & Cheese...4.25...4.50

*Seafood Salad...3.75...5.75...4.50

*Cole Slaw...1.50 *3 Bean Salad...2.25

B.L.T.....4.25...4.50

Chicken Salad...3.75...5.75...4.50

*Tuna Salad...4.75 4.95 Chef Salad...4.75 4.95

*Muffins/Pastries...1.75 * Toast r' jelly...1.50

*Egg Salad...3.50...5.25...4.00

*Seafood Salad...4.75 4.95 Chicken Salad...4.75 4.95

*Bagel...1.25...w/cream cheese...1.75

*Tuna Salad...3.75...5.75...4.50

*Turkey Salad...4.75 4.95 *Corn Combination Beverages 4.95

Burgers Plus

*Peanut Butter & Jelly...2.00

All-Beef-Hotdog...2.75 Hamburger...3.00

Rydels

Soda or Iced Tea

Grilled Chicken Breast...4.15 Cheeseburger...3.50

Turkey & Cheese...4.95 Ham & Cheese...4.95

Small (12 oz.) - 1.20 Med. (16 oz.) - 1.49 Large (24 oz.) - 1.65

*Small Nachos w/cheese...3.25...w/chili...4.00

Roast Beef & Cheese...4.95 Tuna, Seafood, or Chicken...4.95

Coffee Orange Juice

*Large Nachos w/cheese...4.25...w/chili...5.00

Baked Potatoes

Small (12 oz.) - 1.09 Small (12 oz.) - 1.29

Bowl of Chili...3.25

*Baked Potato w/ Butter...2.00

*Add Chips & Medium Drink...2.00

Bowl of Chili & Cheese...3.50

*Baked Potato w/ Sour Cream...2.50

*Add a Salad & Medium Drink...2.50-2.75

*Choice of relish, onion, mustard & ketchup

*Baked Potato w/ Cheddar Cheese...2.75

*Available Vegetarian Items.

Available Toppings...50 ea.

Baked Potato w/ Cheddar Cheese & Bacon...3.00

Baked Potato w/ Chili...3.75

(Chili, Cheese, Cole Slaw, Sauerkraut, or Jalapenos)

Baked Potato w/ Chili...3.75

Ultimate Potato...4.75

*There will also be daily specials with prices varying from \$5.75-\$5.95

ATTACHMENT "C" to CONCESSION AGREEMENT

FURNISHINGS:

- 12 Tables 36"sq with one (1) single black base
- 48 Chrome chairs

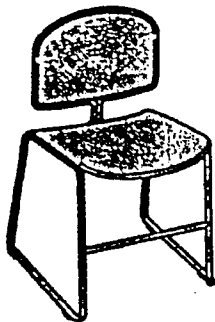
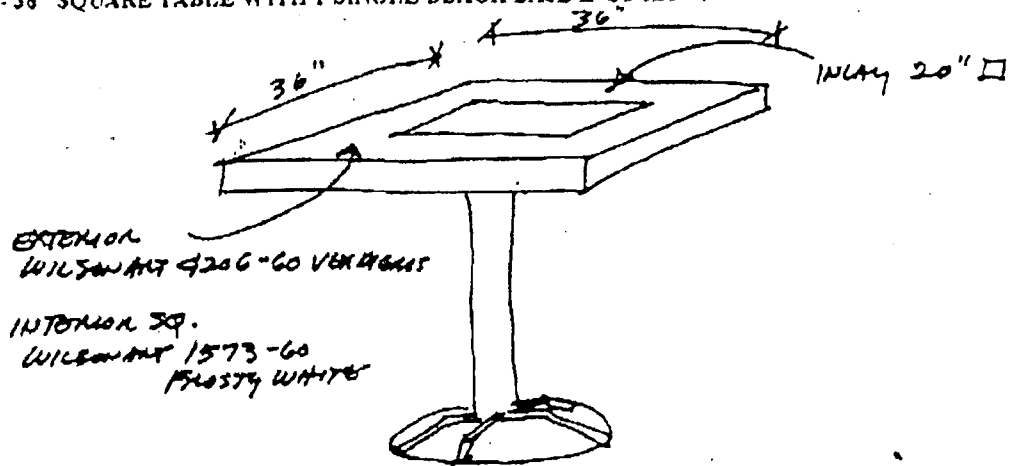
TO:

CRG ARCHITECTS INC.
ST. AUGUSTINE, FL.

*COUNTY TO ISSUE A PURCHASE ORDER
A.S.A.P.*

WE HEREBY SUBMIT SPECIFICATIONS AND BID FOR:

TOTAL PRICE INCLUDES 12- 36" SQUARE TABLE WITH 1-SINGLE BLACK BASE INCLUDING DELIVERY



•Frame	•Style
•Finish	•Number

Without Arms

High-wear coated frame	472410N
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Polished chrome frame	472410
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ATTACHMENT "D" TO CONCESSION AGREEMENT

FLORIDA BILL OF SALE OF PERSONAL PROPERTY

- 400 lb. Ice Machine plus Bin
- Commercial Freezer
- Commercial Refrigerator
- 3 Compartment Stainless Steel Sink
- Hand Washing Sink
- 2 Stainless Steel Prep Tables
- Hobart Meat Slicer
- Built-In Oven
- Refrigerated Sandwich Maker
- 3 Compartment Warmer
- 3 Cookers/Warmers
- Cash Register
- Toaster
- Storage Shelves
- Counter Top
- Various Utensils, Stainless Steel Bowls, and Storage Containers