

RESOLUTION NO. 2019 - 383

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT #8 WITH RICK BURRES (DBA THE BAIT SHACK) UNDER RFP NO: 12-69 (MASTER CONTRACT NO: 12-MAS-WAL-03874)

RECITALS

WHEREAS, On December 20, 2012, the County entered into a Building Rental Lease, and Concession Agreement with Rick Burres (Dba The Bait Shack) for the operation of a food and beverage concession, bait and tackle store at the County owned property located at 101 Vilano Causeway, St. Augustine, FL 32084; and;

WHEREAS, the current Lease's expiration date is December 31, 2019; and;

WHEREAS, the Parks and Recreation Department requires an additional twelve (12) months to develop the scope of work for the new solicitations for the concession and bait store rental as the commencement of the proposed Vilano Boat Ramp Park will impact lease specifications; and;

WHEREAS, there is no cost associated with this Lease, as the Concessionaire pays to the County a monthly rental fee; and;

WHEREAS, the County has reviewed the terms and conditions of the Lease and finds that executing the Lease extension serves a public purpose; and;

WHEREAS, the amendment will be in substantially the same form and format as the attached draft amendment.

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 finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute Contract Amendment #8, on behalf of the County, in substantially the same form and format as the attached draft, with Rick Burres (Dba The Bait Shack) to provide the services set forth therein.

Section 3. To the extent that there are typographical and/or administrative 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of November, 2019.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman Deputy Clerk

RENDITION DATE

11/6/19





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT NO: 08

RFP No: 12-69; Vilano Boat Ramp Concession and Bait Store Rental
Master Contract No: 12-MAS-WAL-03874

Concessionaire: Mr. Rick Burres dba The Bait Shack
3253 Calle Cortez
St. Augustine, FL 32086

Date: October 14, 2019

Contract Amendment No: 08 is hereby issued to amend the above referenced Master Contract as follows:

1. Extend the Contract Term for a period of one (1) year, from January 1, 2020 through and until 11:59pm Eastern Standard Time (EST) on December 31, 2020.
2. No changes to pricing are granted by this Amendment.

The Concessionaire shall compensate St. Johns County based upon the terms as stated in the Master Contract dated December 20, 2012, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Concessionaire acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Concessionaire have executed this Amendment on the dates below noted.

Signature of County Representative

Date

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM, Purchasing Manager
Printed Name & Title – County Representative

Signature of Concessionaire Representative

Date

Printed Name & Title

End of Amendment No: 08



**101 Vilano Causeway
Vilano Beach Boat Ramp
St. Augustine, FL 32084
904-217-3486**

September 20, 2019

St. Johns County Board of County Commissioners
Purchasing Division
Travis Hembree, Procurement Coordinator
500 San Sebastian View
St. Augustine, FL 32084

VIA E-MAIL ONLY: thembree@sicfl.us

Mr. Hembree,

I am writing with regard to your September 16, 2019, letter indicating St. Johns County's desire to exercise a one-year extension of the contract resulting from RFP-12-69 for the Concession and Bait Store Rental under the same terms and conditions as the master contract agreement as currently amended.

At this time it is my desire to accept the County's offer.

Sincerely,

Rick Burren
3253 Calle Cortez
St. Augustine, FL 32086

No. 0312—P. 1—

Approval (initial & date)

Requested By: _____

Dept Head: _____

Real Estate: _____

Legal: _____

Buyer: _____

Purch. Dir: _____ *JB*

BUILDING RENTAL LEASE AND CONCESSION AGREEMENT
FOR THE OPERATION OF A FOOD AND BEVERAGE CONCESSION, BAIT
AND TACKLE STORE
 @ 101 Vilano Causeway
 St. Augustine, FL 32084

THIS BUILDING RENTAL LEASE (Lease), AND CONCESSION AGREEMENT (Agreement), made as of 20th Day of December 2012 by and between ST. JOHNS COUNTY, FLORIDA (County or Landlord), acting by and through its BOARD OF COUNTY COMMISSIONERS, (Board) and Rick Burres, 3253 Calle Cortez, St. Augustine, FL 32086, Ph. 904-377-4505, dba The Bait Shack, Vilano Beach Boat Ramp, 101 Vilano Causeway, St. Augustine, FL 32084, whereby the parties hereto, for and in consideration of the mutual covenants and conditions hereinafter expressed, do hereby agree as follows:

The Bait Shack will commence service as required by this Lease Agreement (L/A) beginning December 20, 2012 and Agreement will terminate December 31, 2014. This L/A may be negotiated to extend in one (1) year increments for a maximum of five (5) one year renewals.

1. GRANT OF CONCESSION: AREA OF OPERATION

The County hereby grants to The Bait Shack and The Bait Shack hereby accepts from the County, exclusive rights and duty to operate, maintain and otherwise conduct the services business of operating and maintaining a food and beverage facility, bait and tackle store, including clothing, and other outdoor-related supplies (collectively referred to as Concessions) at 101 Vilano Causeway, St. Augustine, FL 32084. Other facility-related Concessions are described herein or may hereafter be approved in writing by the County and expressly made a part of this L/A.

2. TYPE OF BUSINESS

The Bait Shack will continuously provide Concessions as described in Section 4 (and for no other purposes without the prior written consent of the County) during the dates and hours as agreed to by The Bait Shack and the County.

Duties of The Bait Shack shall include but not be limited to:

- a. Purchasing with The Bait Shack's own funds all appropriate merchandise for Concessions including food and beverages, Beer and Wine, with proper licensing, Bait and Tackle and other Fishing Gear with related supplies, including clothing and boating gear associated with the fishing sport. The operation of the food and beverage facility shall consist of providing food and

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beverage to the general public or groups attending Fishing Tournaments or other Boat Basin 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 **The Bait Shack** shall be of good quality and served in a sanitary manner. **The Bait Shack** will maintain a hygienic operation in accordance with Department of Business and Professional Regulations and in a manner that reflects positively on the **County and The Bait Shack**. No glass containers will be used to dispense sales of drinks or food items.

- b. Providing at **The Bait Shack** expense, all merchandise and inventory for **Concessions**.
- c. Providing at **The Bait Shack** expense, such equipment and furnishings that is necessary or desirable for **Concessions**.
- d. Paying all sales taxes and other governmental taxes and charges pertaining to the sale of food, beverages, fishing bait and tackle and other related items required to support the fishing and boating sport.
- e. Providing and paying, required employees of **The Bait Shack** all labor necessary to operate **Concessions**.
- f. Obtaining Health Department clearance prior to **The Bait Shack** operation of **Concessions** in accordance with Florida Administrative Code Chapter 10D13 and maintaining current recertification.
- g. Obtaining and keeping current Licensing and all other Permits necessary to operate the facility.
- h. Keeping and maintaining **Concessions**, including the equipment and furnishings, in a safe and clean condition, as well as the bait wells and equipment.
- i. **Cleaning and maintaining the restrooms and facilities on a daily basis. Restrooms shall remain open 24 hours a day, 7 days a week.** Inspecting the **Concessions** grounds and depositing the trash in approved trash containers is required in the area through out the day.
- j. **The Bait Shack** will be responsible for cleaning tables and picking up of trash under the pavilions and the surrounding areas, including but not limited to tables/eating areas, food and beverage operation during regular hours and at other times as may be requested by the Parks and Recreation Department.

k. Provide Labor sufficient to staff the food and beverage operation of **Concessions** during regular hours and at other times as may be requested by the Parks and Recreation.

l. The County to provide four (4) reserved parking places for **Concessions** staff.

3. NOTIFICATION TO VENDORS

The Bait Shack shall notify each vendor, and shall continuously make clear to each vendor from whom supplies are purchased or leased that materials and inventory for the operation of **Concessions** pursuant to this L/A that such purchases and/or leases are made for **The Bait Shack** account and not for the **County**, and that the **County** assumes no financial responsibility, or liability whatsoever for the payment or protection thereof.

4. BUILDING RENTAL ONLY

The parties expressly agree that no part of the business is owned and/or operated by the **County**. The space is rented by **The Bait Shack** as an Independent Contractor providing food and drink, fishing bait, tackle and other related supplies to the general public in a competitive atmosphere. **The Bait Shack** right to operate **Concessions** shall continue only as long as a) **The Bait Shack** complies with the term and conditions of this L/A, and b) L/A has not expired or have been terminated pursuant to the termination provisions of this L/A. Nothing in this L/A shall be construed as creating a partnership between the **County** and **The Bait Shack**, or constituting **The Bait Shack** as an agent of the **County**.

5. PRICE OF ITEMS

Items sold by **The Bait Shack** shall be competitively priced and comparable to, or less than, the prices charged at food and beverage, bait and tackle facilities, sold in similar establishments and quantities within the North Florida area.

6. FACILITIES

The Bait Shack agrees to use such space and facilities as the **County** has designated for use as the **Concessions** facility with no representation or warranties from the **County** as to size, condition, or suitability of use thereof.

The **County-owned** building is 23'11" by 27'6". The concession area of the building is 23'11" by 10'10".

The Bait Shack and the **County** acknowledges that some improvements and modifications will be made at operator's expense to the **Concessions** facility, by adding miscellaneous items as needed to the **Concessions** facility. Also, the **County** will add and/or maintain commercial hot water heater.

7. USE OF FACILITIES

The Bait Shack agrees to neither permit nor commit waste or damage to the **Concessions facility**, or to any area that is relative to this L/A. **The Bait Shack** further agrees to comply with all applicable Federal, State, County and City laws and rules and regulations pertinent to the sale of food and beverages, fishing tackle and bait. **The Bait Shack** is charged with making sure that the entire **Boat Ramp Facility** is used for its intended construction. Upon termination of this L/A by lapse of time or otherwise, **The County** agrees that **The Bait Shack** has the right to use facilities, structures and spaces which are the subject of this L/A. When lease ends or is terminated **The Bait Shack** shall leave same in at least as good a condition as received. Reasonable wear and tear accepted.

8. STANDARD OPERATIONS

Should **The Bait Shack** 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** to review operations, the **County** may, but is not required to, advise **The Bait Shack** in writing to correct the problem(s) but, upon receipt of such writing, **The Bait Shack** 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, advise the completion date the corrective action is anticipated. Failure of the **County** to advise **The Bait Shack** of the problems prior to termination of this L/A, and/or failure of the **COUNTY** to agree to actual or proposed corrective action of **The Bait Shack** shall not prevent or delay the **County** in terminating this L/A.

9. FIXTURES AND CONTRACTOR FURNISHINGS

The Bait Shack may install its own additional furnishing and trade fixtures upon approval of the **County Parks and Recreation Department Director** and **County Director of Land Management** or their designee(s) as to type and manner of installation. However, upon termination of this L/A by lapse of time or otherwise, any damage to any portion of **County** property caused by the placement or removal of **The Bait Shack** furnishings and/or trade fixtures shall be the responsibility of the **The Bait Shack**, and will be immediately repaired at the expense of **The Bait Shack**.

10. MAINTENANCE, UTILITIES, CUSTODIAL SERVICES & TRASH COLLECTION

The Bait Shack shall be responsible for the maintenance and cleaning of the **Concessions** and fixtures associated with this L/A, regardless of ownership.

The Bait Shack shall provide its own trash removal and/receptacle(s) for the **Concessions** facility, and shall keep the area around the dumpster in a clean and sanitary manner.

The Bait Shack shall be responsible for the Electrical Power used in the Concession area.

The **County** shall provide water and dumpster(s) necessary for the operation of the **Concessions** facility.

The **County** shall be responsible for the maintenance of the exterior of all buildings, the major cleaning of the pavilions, sidewalks, mowing and parking lot maintenance.

The Bait Shack will not be held responsible for major damage(s) during non business hours as a result of vandalism to the interior/exterior areas of the **Concessions** area/facility, including the restrooms and the parking area.

The Bait Shack shall be responsible for the maintenance and daily cleaning of the restrooms, deck area and the concession food preparation areas and shall, at all times, keep and maintain the **Concessions** facility in a clean and safe condition.

The Bait Shack shall be responsible for the upkeep, repair, cleaning and maintenance, of the live fish wells and other bait storage areas used in the operation of the Fishing Bait part of the **Concessions** area.

The Bait Shack shall be responsible for cleaning and maintenance of the exterior areas (including windows) used to sell and distribute their goods. The **County** shall not be responsible or liable for damages or for loss of inventory due to electrical outages, or due to severe weather, or other types of force majeure.

11. REPAIR OF MAJOR DAMAGE

In the event that damage from a storm, fire or other casualty affects any of the **County** facilities, structures or space subject to this L/A, and render such **County** facilities unfit for use or occupancy, the **County** shall be under no obligations to rebuild or repair, and unless the **County** has notified **The Bait Shack** of the **County's** intention to rebuild or repair within thirty (30) days of such damages, this L/A may be terminated by either party. If the **County** notifies **The Bait Shack** 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

Requirements

The Bait Shack shall, at all times during the term of this lease, maintain in full force and effect a policy, or policies, of commercial general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. The liability policy shall include a waiver of subrogation in favor of **St. Johns County**. Automobile liability insurance in the amount of \$300,000 combined single limit for bodily injury and property damage to protect the **County** from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles. **St. Johns County** shall be named as additional insured by policy endorsement and shall apply as primary and non-contributory. The **County** will not insure the contents owned or leased to **The Bait Shack** against any loss.

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 (1) million dollars (\$1,000,000.00) per occurrence which specifically includes **St. Johns County** as an Additional insured by policy endorsement. **The Bait Shack** 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 L/A and that **The Bait Shack** will not occupy the premises under this L/A until **The Bait Shack** has obtained all insurance required under such laws.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. Prior to execution of this agreement, certificates of insurance including the additional insured/co-insured endorsements will be provided to St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084, and include the name of the Lessee, the lease term, and property address. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any this insurance.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

A Certificate of Insurance, naming the St. Johns County Board of County Commissioners as an additional insured, will be required from the successful bidder at the time of signing of this L/A. Certificates of Insurance are to be authorized in writing by an officer of the insurance company or companies, identifying their agent and executed by the agent with a copy of the agent's license by the insurance company attached. The Certificate must reflect the required coverage and guarantee St. Johns County that at least a 30 day written notice of cancellation or material change in coverage will be given to St. Johns County. Certified copies of all policies must accompany the Certificate of Insurance when

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requested by the County. Also required is the original Certificate of Insurance showing St. Johns County as the Certificate Holder. The ORIGINAL CERTIFICATE OF INSURANCE will be faxed or mailed directly from the Insurance Company. Insurance certificates which are faxed or mailed from The Bait Shack will not be accepted. The Bait Shack is required to acknowledge and return page 8 with Agreement.

All applicable insurance to be maintained by The Bait Shack 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 Board of County Commissioners 500 San Sebastian View, St. Augustine, FL 32084, as *Additional Insured* must be provided to the COUNTY by The Bait Shack insurance carrier.

Indemnification and Hold Harmless

To the extent permissible by law, the The Bait Shack agrees to indemnify, defend, and hold St. Johns 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 operations or use of the premises described herein. It is the intention of the The Bait Shack 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 any employee or third party while on or accessing the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property. The The Bait Shack 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. The indemnity provisions of this section shall survive the termination of this lease.

13. PAYMENTS

In consideration for the privileges granted to The Bait Shack under this L/A, The Bait Shack shall perform its duties and obligations described herein and, in addition, shall pay the County rent at a minimum amount of \$100.00 (one hundred dollars) per month. The Bait Shack 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 Bait Shack shall pay and account to all appropriate governmental agencies the appropriate sales use, and other taxes and charges.

14. TERMINATION

JB

The failure of **The Bait Shack** to comply with any portion of its duties or obligations under this L/A/ shall be cause for termination of this L/A. **The Bait Shack** will have three (3) days to correct non-compliance items after receiving written notice of non-compliance or breach of contract. This L/A may be terminated by the **County** for cause upon giving fourteen (14) days written notice of non-compliance or breach of contract. Said notice shall also state the cause or causes for termination.

In addition to the above provisions of this section, the **County** may terminate this L/A and all rights of L/A at any time, without cause, upon thirty (30) days written notice of intention to do so given by the **County** to **The Bait Shack**; provided that, upon such termination under this subsection (b) the food and beverage facility inventory purchased by **The Bait Shack** that cannot be sold prior to the termination date and such inventory shall belong to the **County**. The **County** will also pay fair market value for equipment and accessories unique to this operation to be left in place by **The Bait Shack**. In the event of termination under this subsection (b), **The Bait Shack** 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 Bait Shack** shall determine the reasonable cost of such remaining inventory.

15. LIEN ON INVENORY AND FURNISHING

The Bait Shack and the **County** 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 Bait Shack** on **County** property for all sums which may from time to time become due and unpaid to the **County** under this L/A, and upon default of payment by **The Bait Shack**, 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 L/A.

16. ASSIGNMENT

The Bait Shack rights, interests, duties and obligations as set forth in this L/A 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. Specifically, though not exclusively, a change in the persons or entities constituting the partners or stockholders of **The Bait Shack** shall constitute an assignment.

17. LIMITATION ON WAIVERS

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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, of any future breach of this L/A on any other occasion. No remedy herein conferred upon or reserved to the **County or The Bait Shack** is intended to be exclusive of any remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this L/A or now hereafter existing at law or in equity. No delay or omission to exercise any right or power under this L/A 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 L/A or affect its meaning, construction or effect.

19. ADDITIONAL DUTIES

The Bait Shack shall comply with and perform all duties and obligations set forth in the **County Request for Proposal (RFP)** package and **The Bait Shack** proposal pertaining to the award of this L/A unless such are inconsistent and in direct conflict with the provisions of this L/A.

20. NOTICE

All payables hereunder shall be made to the St. Johns County Clerk of Courts, Attn: Rick Nichols BCC Finance, 4010 Lewis Speedway, St. Augustine, Florida 32084. Any other correspondence will be sent to Lou Nester, 2416 Dobbs Road, St. Augustine, FL 32086.

21. COMPLAINTS

The Bait Shack shall notify the **County Parks and Recreation Department Director** 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

The Bait Shack shall meet with the **County Parks and Recreation Department Director** and **The County Purchasing Director** or their designees bi-annually to review his strategic plan for business growth and discuss any opportunities for improvement. Operator shall set up the meeting.

23. LEASE/AGREEMENT TERM

The initial L/A term shall be for two (2) years twelve (12) days from **December 20th, 2012**, barring any unforeseen circumstances with options to renew, at the County's discretion, for five (5) additional years in one (1) year increments after negotiations with **The Bait Shack** and providing the negotiated extension is approved by the **County Parks and Recreation Department Director** and **County Purchasing Manager**. Written notice of intent to renew shall not be required.

24. RENEWAL

Annual renewal shall be based on **The Bait Shack** agreement to all the terms, conditions and requirements and in maintaining firm conditions and requirements for the following year and approval by the **County Parks and Recreation Department Director** and the **County Purchasing Manager**.

25. PRICING

Prices for menu items shall remain firm for (1) one year. (See Attachment B), **The Bait Shacks Proposed Menu Items and Prices**. Negotiated increases on menu items shall be coordinated and approved by **either/both the County Contract Coordinator, or/and County Parks and Recreation Department Director or designee**. Items may be sold on a trial basis to understand if the items are popular enough to add to the permanent menu.

26. VACATION

The Bait Shack must provide the **County Parks and Recreation Department** with projected dates of **KEY PEOPLE** vacation plans. **Such notice should be provided to the County at least two (2) weeks prior to the vacation.**

27. PROPOSED CAPITAL EQUIPMENT

The Bait Shack is to furnish \$4,000.00 worth of equipment to make the snack bar fully functional and to have available for the Angler most popular types of bate for this area. **See Exhibit "D", List of proposed Equipment and Furnishings to be supplied. Value of Equipment is \$4,000.00 with the County furnishing \$1,500.00 cooler.**

28. HOURS OF OPERATION

The restrooms will be open seven (7) days a week, three hundred sixty five (365) days a year. The Concessions area will be open at the discretion of **The Bait shack** and this decision is dependent on the weather and market conditions. **The Bait Shack** has the option of longer hours when the weather and daylight time permits. See Proposal (**Exhibit "B"**) Page 14 for the exact daily hours.

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29. HAZARDOUS SUBSTANCES

- (a) Neither The Bait Shack nor any permitted assignee, subtenant, licensee or other person or entity acting at the direction or with the consent of The Bait Shack shall (i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Concessions area/facility, or any part thereof, unless the manufacturing treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.
- (b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may amended from time to time ("CERCLA"); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal or Florida law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

30. SEVERABILITY

In the event any provision of this L/A is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

31. EXECUTION IN COUNTERPARTS

This L/A may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

32. CAPTIONS

The captions and headings in this L/A are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of this L/A.

33. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the **County Public Health Unit** (Section 404.056(5), F.S.)

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

Dated this 20 day of December, 2010^{*2012*}, in St. Johns County, Florida

LESSEE:
Rick Burres
D/B/A The Bait Shack

LESSOR:
St. Johns County BOCC

By: *Rick Burres*
Rick Burres
Owner/Operator

By: *Joe Burch*
Joe Burch - Purchasing Director

Date: 12-20-12

Date: 12-20-12

LEGALLY SUFFICIENT:

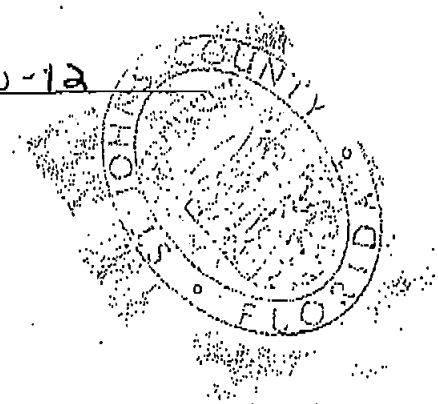
Cheryl Strickland, Clerk of Courts

[Signature]
Deputy County Attorney

By: *[Signature]*
Deputy Clerk

11/2/12
Date

12-20-12
Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Benchmark Insurance Agency LLC
1 Spencer St
St. Augustine FL 32084

CONTACT NAME: Sallie Simmons
PHONE (A/G No. Ex): 904-829-2298 **FAX (A/G No.):** 804-829-1497
EMAIL ADDRESS: sallis@bellsouth.net
INSURER(S) AFFORDING COVERAGE
INSURER A: PROGRESSIVE EXPRESS NAIC # 10193
INSURER B: ATLANTIC CASUALTY
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED THE BAIT SHACK LLC
3780 WHAOO DRIVE
ST AUGUSTINE FL 32084

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y N	AC1822500PC	12/20/2012	12/20/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y N	01989114-0	12/20/2012	12/20/2013	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LOCATION: 101 VILANO CAUSEWAY, ST AUGUSTINE, FL 32084
ADDITIONAL INSURED: ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
 500 SAN SEBASTIAN VIEW
 ST. AUGUSTINE FL 32084

CERTIFICATE HOLDER ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FL 32084
ATTN: JOE BURCH
Fax: 804-209-0169

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dec. 20, 2012 4:58PM

No. 03127 P. 14
The Bar, Inc. - 002
LLC

83-1187/831
01

DATE 12-20-12

PAY TO THE ORDER OF

St. Johns County BOCC

\$ 100.⁰⁰

one hundred dollar

$\frac{00}{100}$

DOLLARS  Security Features Details on Back.

PROSPERITY BANK

FOR

rent

Rick Burns

⑆083111677⑆