AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA
AND
SOUTH LAKE YOUTH SPORTS, INC.

FOR VENDOR OPERATION OF
VARIOUS FOOD CONCESSIONS
AT MINNEOLA ATHLETIC COMPLEX

RFP 12-0419

This Agreement (hereinafter "Agreement") is made between Lake County, a political subdivision of the State of Florida (hereinafter "COUNTY"), through its Board of County Commissioners and South Lake Youth Sports, Inc., a Florida non-profit Corporation, (hereinafter "CONTRACTOR").

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP) 12-0419 for operation and management of various food concession areas at the Minneola Athletic Complex, located at 1300 Fosgate Road, Minneola, Florida 34715; and

WHEREAS, COUNTY has determined that it is in its best interest to allow an experienced entity to operate the food concession areas; and

WHEREAS, the CONTRACTOR desires to perform food concession operation services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein.

Section 2. **Premises.** COUNTY provides to CONTRACTOR the premises for operation of the established food concession area(s), and any future food concession areas as mutually agreed upon, located within the Minneola Athletic Complex. The current food concession areas comprise a total of approximately 235 square feet of interior floor space. CONTRACTOR agrees and acknowledges that there is no storage area located on site.

Section 3. **Term of Agreement.** The initial term of this Agreement shall be thirty-six (36) months, beginning on the date of final execution of this Agreement. The concessions shall be open for operation within thirty (30) days of the execution of this Agreement. Prior to, or upon completion, of the initial term of the contract, the COUNTY shall have the option to renew this agreement for two (2) additional one (1) year periods each occurring separately. The agreement shall renew automatically unless written notice of intention not to renew is given by COUNTY thirty (30) days prior to the end of the current contract term.

Section 4. **Consideration.** CONTRACTOR agrees to pay to COUNTY, as consideration for use of the premises, $305.00 per month, made payable to the Lake County Board of County Commissioners and mailed to the COUNTY'S Finance Department at P.O. Box 7800, Tavares, Florida

32778-7800. CONTRACTOR shall provide a copy of each monthly payment instrument to Mr. Bobby Bonilla, Manager, Parks and Trails Division, at P.O. Box 7800, Tavares, Florida 32778-7800 or via email at rbonilla@lakecountyfl.gov, at the time each such instrument is forwarded to the County Finance Department. All monthly payments are due prior to the first of the month for which the payment is being provided. If the payment is past due in excess of fifteen (15) days, a one and a half percent (1.5%) late fee shall apply and accrue until payment is made in full.

In addition, a deposit payment equal to one month's consideration for the established concession location(s) shall be tendered in the manner stated above not later than fifteen (15) business days after full execution of this Agreement. Providing the deposit to the COUNTY is a condition precedent to taking possession of the premises.

Section 5. Condition of Premises and Redelivery of Premises. CONTRACTOR hereby accepts the premises in "AS IS" condition at the time of the full execution of this agreement. During the term of the Agreement, CONTRACTOR shall possess and control the premises and does hereby agree to maintain the premises in the same or better condition as accepted. At the expiration of the term, or any renewal thereof, CONTRACTOR shall surrender the premises to the COUNTY in the same or better condition as accepted, ordinary wear and tear excepted.

In the event the Premises is partially or totally destroyed or so damaged or injured by fire or other casualty that the premises shall be rendered untenantable during the term of this Agreement, then COUNTY or CONTRACTOR may cancel this Agreement. The cancellation herein mentioned shall be evidenced in writing with thirty (30) days written notice.

Section 6. Entry, Inspection, Repairs and Maintenance. COUNTY shall at all times have the right to enter the premises for inspection, repair and maintenance whenever necessary. Additionally, COUNTY shall maintain and repair the premises as necessary, including but not limited to, the exterior and roof of the structure, plumbing, heating, ventilating and air conditioning equipment, electrical wiring, existing landscaping, and parking area, so long as such repairs are not the result of CONTRACTOR negligence. Any damage caused by CONTRACTOR, its employees, agents, or assigns shall be repaired at CONTRACTOR'S sole cost and expense.

Section 7. Permits and Conditions. During the term of this Agreement, CONTRACTOR shall obtain all necessary inspections and permits for operation of the concession areas. It is the responsibility of CONTRACTOR to identify and abide by all applicable laws, including safety, health, sanitary, and employment requirements. CONTRACTOR hereby agrees to immediately and continuously comply with all regulations of the health department and all health officers of local, state, and federal government. CONTRACTOR shall maintain the premises in a clean and sanitary manner at all times. CONTRACTOR shall be responsible for transporting trash to dumpsters, daily sanitation, and general housekeeping of the premises. General housekeeping shall include cleaning of all floors, equipment, and all preparation, storage, and service areas. CONTRACTOR shall be responsible for the maintenance of the appliances, equipment, and other items specific to the concession operation. CONTRACTOR shall not allow boxes, cartons, barrels, and other similar items to be in view of the public.

No sound source will be permitted that disturbs park patrons or staff.

If, in COUNTY'S sole discretion, the level of maintenance of the concession is not in compliance with this agreement, COUNTY will issue a letter of non-compliance. CONTRACTOR will have ten (10) business days to correct the non-compliant items unless otherwise required by the notice. If the issues relate to the public health, safety, or welfare, the non-compliant items must be corrected immediately. If

the issues are not corrected to the satisfaction of COUNTY, CONTRACTOR will be considered in breach of this Agreement.

Section 8. Concession Operations and Staffing. CONTRACTOR shall operate the concessions in accordance with the Statement of Work, attached hereto and incorporated herein as **Exhibit A**. CONTRACTOR shall ensure that the concessions are stocked with adequate menu selections, inventory, and supplies for efficient operation at all times. Only the highest quality food and drinks shall be sold in the concessions. CONTRACTOR shall charge reasonable prices for all menu items. COUNTY reserves the right at all times to review and approve the menu to ensure menu selections are adequate and prices are fair and reasonable.

CONTRACTOR shall provide adequate staff to maintain quality customer service during hours of operation. The concessions shall be open at all appropriate times during regular park hours which are currently: Monday – Sunday 7:00 AM through 9:30 PM. CONTRACTOR will train, supervise, and direct all employees. Employees shall be friendly, professional, and well groomed.

Section 9. Assignment and Subletting. CONTRACTOR may not assign this Agreement, sublet or grant any concession or license to use the premises or any part thereof under this Agreement without the prior written consent of the COUNTY. The consent by COUNTY to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of COUNTY or assignment or subletting by operation of law, shall be void and shall, at COUNTY'S option, terminate this Agreement.

Section 10. Waiver. A waiver by COUNTY or CONTRACTOR of any breach of covenant or duty of COUNTY or CONTRACTOR under this Agreement is not a waiver of any other breach of covenant or duty of COUNTY or CONTRACTOR, or of any subsequent breach of the same covenant or duty.

Section 11. Notices. All notices, demands, or other writings required to be given, made or sent, or which may be given, made or sent, by either party to the other, shall be deemed to have been fully given, made or sent when in writing and addressed as follows:

CONTRACTOR
Randy Beeken, Pres.
P.O. Box 2351
Minneola, Florida 34755

COUNTY
County Manager
P O. Box 7800
Tavares, FL 32778-7800

cc: Mr. Bobby Bonilla
Parks and Trails Manager

Parties may designate other address to receive notices but must do so in writing, in the manner designated for the giving of notice hereunder. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

Section 12. Availability of Records. Records concerning the operation of the concessions shall be maintained by CONTRACTOR and be open and available to the COUNTY for inspection or duplication during regular business hours.

Section 13. Waste, Nuisance, or Unlawful Use. CONTRACTOR agrees that it will not commit waste on the premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the premises to be used in an unlawful manner.

Section 14. Insurance. The CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this agreement by the CONTRACTOR or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the

COUNTY of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Section 15. Utilities. The COUNTY shall pay all appropriate utility bills, except for telephone service, incurred on the premises.

Section 16. Design and Equipment. COUNTY and CONTRACTOR will work together regarding proposed CONTRACTOR selections of any design or security enhancements to the current food concession areas. COUNTY shall have final approval over all of these items. All equipment shall be provided by the CONTRACTOR and shall be the sole responsibility of the CONTRACTOR. At the

termination of this Agreement, CONTRACTOR agrees to remove all of its equipment within twenty (20) days, and to repair any damages to the premises that such removal may have caused.

Section 17. Deliveries. Vehicular deliveries (limited to golf-cart/ ATV sized vehicles are to be made before 10:00 AM Monday through Friday and must be delivered using the COUNTY-assigned inner park route. COUNTY will not receive deliveries nor assume any responsibility for products left unattended.

Section 18. Signs. CONTRACTOR shall be permitted to display signs with advance written permission from COUNTY. All signs must be in compliance with applicable ordinances, laws, and regulations. At the expiration of this Agreement, CONTRACTOR agrees to remove its signs within twenty (20) days, and to repair any damages to the building that such removal may have caused.

Section 19. Liens. CONTRACTOR shall keep the premises free and clear of any and all mechanics, materialmen's and other liens arising out of or in connection with work done, services performed or materials or appliances used or furnished in connection with any operations of CONTRACTOR. Any alteration, improvements, repairs, additions, work, or construction which CONTRACTOR may make, permit, or cause to be made on or about the premises shall at all times be promptly and fully paid.

Section 20. Severability. If any term or provision of this Agreement shall be declared by a court of law to be invalid or unenforceable, the remaining terms or provisions shall remain valid and enforceable.

Section 21. Time of the Essence. Time is of the essence for every covenant, term, condition, and provision hereof.

Section 22. Indemnification. The CONTRACTOR agrees for good and valuable consideration as herein above stated to protect, defend, indemnify, and hold COUNTY and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs charges, professional fees or other expenses or liabilities of every kind and character arising out of or in any way connected with any act or omission of the CONTRACTOR, its successors or assigns or any one claiming under it or through it or them, or resulting from any breach, violation or non-performance of any covenant, condition or agreement herein contained.

Section 23. Special Terms and Conditions.

A. Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Independent Contractor. CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

D. Codes and Regulations. All operations under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

E. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or vendor under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

F. Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

G. E-Verify. CONTRACTOR acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

H. Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

I. Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S

invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

J. Public Records. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

Section 25. General Conditions.

A. This agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

B. Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

C. The captions utilized in this agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

D. This agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

E. This agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

F. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

G. During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

H. The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

I. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

J. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

K. CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

Section 26. Entire and Binding Agreement. This Agreement and its exhibits embodies the entire agreement between the parties, and any prior agreement either oral or written is hereby declared null and void.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 4th day of APRIL, 2012.

CONTRACTOR

R. B.

Randy Beeken, President
South Lake Youth Sports, Inc.

This 4th day of APRIL, 2012

COUNTY

Barnett Schwartzman
Director of Procurement Services

This 16th day of April, 2012.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

Minneola Athletic Complex is approximately 26.27 acres and currently contains one (1) small playground, one (1) soccer field, one (1) football field, two (2) softball fields, one (1) baseball field, one (1) little league field, and one (1) softball/baseball field. Parking for up to 83 vehicles is included at the site. At this time there is one (1) concession area established, which is located at the baseball/softball fields. This area is enclosed and under roof, with restroom facilities immediately adjacent. Hours of Operation: The concessions shall be open at all appropriate times during regular park hours which are currently: Monday – Sunday 7:00 AM through 9:30 PM.

Contractor may propose additional concession areas within the Park that is awarded during the course of the contract period. Improvements, including a second concession, are currently planned, but there is no estimated date of completion.

A. General requirements:

1. Maintenance:

- Operator is responsible for keeping the various concessions areas neat, clean and in good repair.

- Operator is responsible for regularly bussing the seating area, and the clean-up of spills.

- Operator is responsible for removing concession-related refuse to the dumpster daily.

- Operator is responsible for sweeping, mopping and cleaning the public area of the various concession areas nightly.

- Operator is responsible for continued daily maintenance of the food preparation area.

- The operator will not allow boxes, cartons, barrels or other similar items to be in the view of the public.

- Evaluation of maintenance compliance will be at the County's sole discretion. If found to be in default, the County will issue a letter of non-compliance. The Operator will have two (2) working days to correct non-compliance items. If not corrected, Operator will be considered in breach of the contract.

2. Employee Standards:

- The operator will ensure a party fully responsible for all operations is on-site for all hours of operation.

- Service will be courteous and friendly.

- The operator will recruit, train, supervise and direct its employees and have the number of employees to match the work requirements.

• Every employee will be clean and well groomed and be professional and friendly to the public.

• Each employee will have the required health examinations before employment at the various concessions.

3. Menu and Pricing:

• Operator should be willing to experiment with various menus to determine what works best in this venue.

• Operator is to charge reasonable prices for all food and beverages. The County reserves the right to review and approve the menu, as well as the prices to make sure they are fair and reasonable.

4. Food Quality:

• Only the highest quality of food and drinks are to be sold in the concessions including but not limited to:

- Coffee: Ground on demand from whole beans from a quality roaster and competitive in quality for a balance of flavor, body, aroma, and acidity.
- Beans for espresso: Appropriate for industry-recognized professional espresso use.
- Coffee beans: Roasted on demand and valve packaged; unopened packages used within two (2) months, opened packages used within 10 days
- Butter, milk and milk products: USDA Grade A
- Pastries: Fresh daily from a quality baker

5. Menu Profile:

An acceptable menu may include:

- Coffee, tea, and all general soft drinks.
- Hot dogs and hamburgers
- French fries
- Chips, snacks, cookies
- Ice creams and yogurt
- Milk Shakes
- Pastries

- Bottled Water , Milk, and bottle juices (non-staining)

- Fruit

- Various soups, salads, and sandwiches

6. Miscellaneous Requirements:

- Baking, deep frying or other intensive food preparation will be allowed in the various concessions, but vendors are advised that any specific cooking equipment or infrastructure and any related permits in this regard are the responsibility of the vendor.

- Food and drink may be consumed in designated areas of the park. These areas are subject to change by the County.

- Vendor is responsible for proper disposal of grease related to the cooking function without using the County-provided septic system.

- THERE WILL BE NO SALE OR DISPENSING OF ALCOHOLIC BEVERAGES, TOBACCO PRODUCTS, OR ANY OTHER ITEM THAT IS NOT IN CONSONANCE WITH GENERAL COMMUNITY STANDARDS.

B. Designated Responsibilities:

1. The County will provide:

- Minneola Athletic Complex – Approximately 235 SF interior floor space that includes an established concession area. There is no storage area located on site.

- Painted walls, sheetrock ceiling, and concrete flooring throughout the interior of the established concession areas
- Electrical Outlets in food preparation area

- Overhead lighting in food preparation area

- One (1) fire extinguisher

- Handicapped accessibility

- Public restroom facilities in the park

- All utilities at no separate charge to the vendor, excluding telephone service

- Exterior seating for consumption of food

2. Concession operator will be responsible for:

- Providing, installing and maintaining all necessary professional equipment for the service bar and food preparation area to include furnishings, necessary display items, and appliances.

- Providing connections to any security system

- Adequate concession inventory and supplies

- Concession signage/menu boards and any lighted signs

C. Design Guidelines:

Interior additions to the concession areas are subject to approval by the County. In addition, the operator must adhere to these guidelines:

- The equipment and its placement are important visual elements of the overall design and appearance of the service bar. Careful attention is to be given to each piece of equipment and how the public views it.

- Wood grain or other simulated material finishes are not permitted on equipment.

- Natural metal, glass or porcelain finishes are acceptable equipment finishes.

- All equipment is subject to County approval.

- Structures such as canopies and sneeze guards are not acceptable.

- Signage/menus boards and any lighted signs are subject to County approval.

- Fabricated security systems such as gates or curtains are subject to County approval.

D. Deliveries:

Vehicular deliveries (limited to golf-cart/ATV sized vehicles) to the concession areas are to be made Monday through Sunday and must be delivered using the County-assigned inner park route. County park staff will not receive deliveries nor assume responsibility for any products left unattended.

E. Special Conditions:

The County will provide a conventional lock on the exterior door of the established concession areas. One key for each of these locks will be provided to the concession operator for duplication and use as appropriate. One key for each of these locks will be retained by County park staff to ensure access to the concession area to support safety and building maintenance requirements. The vendor may provide and install supplemental locking devices, or "re-keyed"locks, on the

exterior door subject to prior County approval but must provide key or code access through this door by County park staff for the purposes stated above.