

# SPECIFICATIONS

## 2017 Frank Brown Park Concessions Contract

CITY OF PANAMA CITY BEACH, FLORIDA

November 22, 2016

**NOTICE TO RECEIVE SEALED BIDS  
REQUEST FOR PROPOSALS for  
2017 Frank Brown Park Concessions Contract**

November 22, 2016

The City of Panama City Beach hereby solicits sealed proposals and statements of qualifications from financially secure firms or individuals with extensive experience in operating concession stands in competitive athletic venues, to lease and operate (1) the North Complex Concession Stand, (2) the Middle Grounds Concession Stand and (3) a Portable Concession Cart area under the umbrella in the South Complex at the City's Frank Brown Park.

Sealed bids must be received by **Tuesday December 13<sup>th</sup>, 2PM** at the City of Panama City Beach City Hall Annex, 110 S Arnold Rd., Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked "Sealed Bid- Panama City Beach – 2017 Frank Brown Park Concessions Contract." No time extensions will be permitted. It is the sole responsibility of the prospective person or firm to insure that his or her submittal package is received by the City on or before the closing date and time. Offers submitted after the closing date and time, and any offers submitted by telephone, email or facsimile shall be rejected.

Copies of the specifications may be obtained from the Parks & Recreation Office at Frank Brown Park or on the City's website [www.pcbgov.com](http://www.pcbgov.com). The point of contact for obtaining specifications is Cheryl Joyner, email address [cjoyner@pcb.gov](mailto:cjoyner@pcb.gov). No specifications will be issued to suppliers later than seventy-two (72) hours prior to the time indicated above for receiving bids.

Bids must be submitted upon the standard form contained in the Specifications.

The City reserves the right to reject any and all proposals in whole or in part, to waive any informality in bids received, and to postpone the submittal deadline and the opening of proposals. The City shall award this contract to the highest fully responsive and responsible bidder; provided, that the City may award the contract to a bidder other than the highest bidder should it find that the highest bidder does not offer the reliability, quality of service or product afforded by such other bidder. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Bids shall be firm for a period of 60 days after opening.

# **BID PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: \_\_\_\_\_, 2016.

## **2017 Frank Brown Park Concessions Contract**

This proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_ (a corporation, a partnership or an individual), is hereby submitted to the CITY OF PANAMA CITY BEACH.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER agrees to perform all the work described in the contract for the following lump sum:  
**PROPOSED BID AMOUNT (minimum of \$60,000):**

\_\_\_\_\_.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the City in the required form of the Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to perform the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the proposal submitted. Site investigation, if deemed necessary by the Bidder, shall be performed prior to Bid submittal.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE – (Confirming all information above is correct) \_\_\_\_\_

# **2017 Frank Brown Park Concession Contract**

## **City of Panama City Beach, Florida**

### **PART 1 -SCOPE**

The City of Panama City Beach is actively seeking proposals for a contractor to manage and operate athletic concessions at the following locations: (1) the North Complex Concession Stand, (2) the Middle Grounds Concession Stand and (3) a Portable Concession Cart area under the umbrella in the South Complex at the City's Frank Brown Park.

- A. While the purpose of this specification is to indicate certain minimum requirements, it is not the intent to exclude any bids, but is written to ensure the City of Panama City Beach a suitable contractor for its requirements.

### **PART 2 –SUBMITTAL REQUIREMENTS**

Each firm or person desiring consideration for this RFP must include sufficient information to enable the City to evaluate the capability of the firm or person to provide the services anticipated.

All proposals are to be on 8 ½" x 11" paper, and shall be limited to (12) pages. Proposals should be stapled together or bound with comb binding. Submittals in 3-ring binders will not be accepted. Four copies of the proposal shall be included in the submittal package. Each proposal must include the following items, tabbed and in the order listed:

1. **INTRODUCTION/COVER LETTER:** Respondents shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a respondent deems appropriate as a cover letter; this section shall include the name, address, telephone number, fax number and e-mail address of the designated person to whom all correspondence should be directed.
2. **BUSINESS/TEAM ORGANIZATION:** Provide the following information as to business operations:
  - A. Describe the business organization, identify who will serve as primary service providers and their respective roles.
  - B. A list of potential personnel that will work in the Concession Stands.
  - C. List Firm member's major claim and litigation history for past five (5) years, if any.
  - D. List of current jurisdictions where concessions services are currently being provided.
  - E. Geographic proximity - submit documentation of the shortest driving distance in miles from the office of the Firm/Person to the City's submittal address above.
  - F. Evidence of professional liability insurance.
3. **FORMS AND LICENSING.**
  - A. Evidence of current and valid licensure and certification from the State of Florida to perform the work as applicable.
  - B. Evidence of valid state, county and local licenses necessary to conduct business in the jurisdiction where the person or firm is located.
4. **EXPERIENCE.**
  - A. Evidence of prospective firm or person's experience providing the services specified.
  - B. A list and brief description of service contracts satisfactorily provided with location and dates of contracts.
  - C. A list of all service contracts performed for governmental agencies.

- D. A list of at least 3 references for similar work. The references shall be from unrelated projects/owners, and shall include name and address of principal, name and telephone number of contact, and brief description of the project and the firm's involvement in it.
- 5. **PROPOSED COMPENSATION.** Prospective persons or firms shall provide a lump sum on the **Bid Proposal Form** attached.
- 6. Any additional information which may be considered relevant that provides tangible benefits for the city.

### **PART 3 – MINIMUM ACCEPTABLE BID & PAYMENT TERMS**

- A. The minimum acceptable bid for the 2017 Frank Brown Park Concession Contract is \$60,000.00.
- B. This will be divided into 3 payments: 25% of total bid due May 1, 2017; 50% of total bid due September 1, 2017; remaining 25% of total bid due December 1, 2017.
- C. If payment is not received by the due date a late fee of \$25 per business day will be assessed beginning on the 10<sup>th</sup> of the month.

### **PART 4--CONTRACT**

- A. The successful bidder, with approval from City Council, will enter into a contract with the City of Panama City Beach. (Exhibit C)
- B. The contract period for the two athletic concessions and the small concession cart designated area of Frank Brown Park Sports Complex is for a period of approximately 10 months, beginning February 1, 2017, and ending November 30, 2017.
- C. There shall be an option to renew, if agreeable by both parties, at the proposed prices for one (1) additional season, February 1, 2018 through November 30, 2018.
- D. If the renewal option is agreed upon the contractor will still vacate the facilities to allow for maintenance from December 1<sup>st</sup> through January 31<sup>st</sup>.
- E. The City reserves the right to terminate the contract for convenience or for cause by giving a thirty (30) day written notice prior to the effective date of termination.

### **PART 5 – GENERAL CONTRACT CONDITIONS**

- A. A detailed list of all items to be sold and the respective pricing will be submitted by the contractor for prior approval by the City.
- B. Contractor will provide an over-the-counter type of operation for servicing and dispensing food and beverage items and is only authorized to sell out of the (2) designated concession buildings named in the contract (North Complex Concession and Middle Grounds Concession) and the designated small cart area (under the large umbrella in the South Complex). No other remote locations will be authorized. **NO EXCEPTIONS.**
- C. The Portable Concession Cart Designated Area under the large umbrella in the South Complex will allow the following: Either (1) small hot dog cart or (1) small drink cart or (1) small snow cone- shaved Ice cart to be placed under the umbrella area up against the large pole in the South Complex. The cart must be no larger than 60" long and 49" tall. The cart must be portable and only must be walked into the brick area under the umbrella. No motor vehicles are allowed in this area.
- D. No alcoholic beverages are permitted to be sold by contractor. (Exception Part 5S)

- E. Contractor shall not display, distribute, or advertise anything which has not been approved by the City.
- F. Contractor shall be responsible for acquisition, maintenance and replacement of all inventory and equipment in the Middle Grounds Concession excluding the sinks, vent hood system and the ice machine which is under a lease agreement held by the City.
- G. The current equipment in the North Complex concession stand is owned by the City. An inventory list is attached as exhibit A. The equipment listed in exhibit A will be maintained by the City until which time it is deemed beyond repair. At that point the contractor will be responsible for replacing and maintaining any needed equipment.
- H. Contractor shall obtain & pay for all necessary permits/licenses applicable for the concession operations.
- I. Contractor shall maintain liability insurance required by the City. Contractor must carry a minimum of \$1,000,000 liability & \$3,000,000 aggregate naming the City of Panama City Beach as additional insured
- J. Contractor shall be responsible for maintaining clean, orderly and inviting conditions throughout the concession stand operation.
- K. Contractor shall not assign, transfer or sublet any part of the concessionaire's contract. NO EXCEPTIONS.
- L. City shall be responsible for repairs and maintenance of buildings and grounds with the exception of any damage due to the contractor's negligence.
- M. City shall furnish all electric, water and sewage treatment necessary for the ordinary and usual operation of the concession stand.
- N. Contractor shall indemnify the City against all claims for death, bodily injury and property damage.
- O. Contractor shall be responsible for maintaining Workers Compensation as required by State of Florida.
- P. The contractor shall not prohibit outside food/drink or personal coolers in the facility. Whether to permit outside food or drink or personal coolers shall be within the discretion of the City alone.
- Q. Contractor must follow the schedule of events/games provided to the contractor by staff. Concession stands must be open by the start time of the first scheduled game and remain open until the end of the final game scheduled for that day. If the Contractor is requesting to only have one concession stand open for certain game days, a written request to the Director of Parks and Recreation will need be received a minimum of 72 hours prior to event scheduled. The Director will then either approve or deny request within 24 hours after written request being received.
- R. The City has an agreement with Coca Cola for the Frank Brown Park Sports Complex for the year of 2017 & 2018. This exclusive agreement means that the Contractor must purchase all coke products from coca cola direct. Exhibit B Attachment is the Price/Product List for coca cola products. No Fountain Drinks are allowed.
- S. Special Tournament Events that receive approval for an Alcohol Addendum: Contactor understands that other Vendors under the direction of the Tournament Director with City approval are eligible to sell alcohol in designated areas. Contractor with the proper licensing and approval under the Tournament Director may also be eligible.
- T. Concession employees should maintain a clean appearance and wear a uniform shirt provided by contractor.
- U. It is the responsibility of the contractor to ensure all employees have passed a background check for crimes against children.

## **PART 6 – AWARD CRITERIA**

- A. In awarding the bid, the City of Panama City Beach will evaluate the proposals received, considering such facts as listed below, as well as other factors which are considered pertinent:
  - Reputation of the bidder in communities previously or currently served.
  - Operational and management experience.

- Familiarity with local tourism industry and athletic sporting events.
- Firm or individual's major claim and litigation history for past five (5) years.
- The City's return on investment in the Leased Premises to be generated by the proposed bid.
- Any other information included within or developed from the Interested firm or individual's response.

B. In the event of a tie, the following tiebreaker scenario will be in effect:

If one bidder has demonstrated operational and management experience providing favorable service to local government park facilities, they will be awarded the bid. If neither have such experience, or if two or more bidders have equal operational management experience, the successful bidder will be determined by flip of the coin.

C. The City of Panama City Beach reserves the right to reject any or all proposals, to waive irregularities, and to accept any proposal deemed to be in the best interest of the City, as determined by the City Manager.

D. Exhibit C is the Contract Agreement that will be signed by both the City and the successful bidder.

#### **EXHIBIT A**

Inventory List for North and Middle Grounds

#### **EXHIBIT B**

Coca Cola 2017 Pricing List

#### **EXHIBIT C**

Contract Agreement to be signed by the City and the successful bidder.

# Exhibit A



**EXHIBIT A**  
**Equipment Inventory**  
**North Complex Concession:**

Qty	Description of Equipment
2	Double Deep Fat Fryer
1	Flat Top Grill
1	Three compartment sink
1	Upright Freezer
1	Refrigerator
1	Mop sink
1	Bun/Food Warmer (DD)
1	Infrared Heating Lamp
1	Ice machine
1	Handwashing sink
1	Stove/oven
2	Stainless Steel prep tables
1	Hood vent system

**Equipment Inventory**  
**Middle Ground Concession:**

Qty	Description of Equipment
1	Ice machine
1	3 compartment sink
1	Handwashing sink
1	Mop sink
1	Hood vent system

# Exhibit B

# 2017 Coca-Cola Bottling Company Consolidated Level 450

Code - Product	CASE	EACH
011 - 20 oz CarbSoftDks.....	\$ 22.00.....	0.91
016 - 20 oz Minute Maid.....	\$ 22.00.....	0.91
027 - 15.2oz MM juice.....	\$ 33.50.....	1.47
021 - 20 oz Powerade(24ct)...	\$ 22.00.....	0.91
030 - 20 oz Dasani.....	\$17.75.....	0.73
048 - 16oz Energy.....	\$41.00.....	1.70
135 - Tum E Yummie(12 pk)...	\$ 8.25.....	0.68



# Exhibit C

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”), made as of this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by and between the CITY OF PANAMA CITY BEACH, a municipal corporation in Bay County, Florida, as City, and [ \_\_\_\_\_ ], whose address is [ \_\_\_\_\_ ], as Contractor;

WITNESSETH

That in consideration of the covenants herein written and the rent agreed to be paid, city does let and Concession Agreement unto the Contractor the building, fixtures, and equipment for two concession stands located at the Frank Brown Park (“Park”), which premises include: North Complex and Middle Grounds, together with a designated concessions cart area in the South Complex (collectively the “Stands”) as they are more particularly described in Exhibit “A” attached hereto, as well as nonexclusive right of ingress and egress through the Park to the Stands, subject to the provisions hereof, which are:

1. The initial term of this Agreement is eleven months, and shall commence on February 1, 2017. Thereafter, the City shall have the option to renew this Concession Agreement upon the same terms and conditions for one consecutive term of one (1) year commencing February 1, 2018. Upon any failure to so renew, this Concession Agreement shall terminate.
2. Either party in its sole discretion and without cause may terminate this agreement on the first day of any calendar month by delivering written notice of termination to the other party not less than thirty (30) days prior to the date of termination. If the Contractor fails to timely and properly fulfill any obligation under this agreement, the City may terminate this agreement by giving written notice to the Contractor of such termination and the effective date thereof.
3. Beginning on the Effective Date and throughout the term of this Agreement, Contractor shall pay to the City an annual rent amount of \$ \_\_\_\_\_, (the “annual

rent") payable in three installments. 25% of the Annual Rent shall be due on or before May 1, 50% of the Annual Rent shall be due on or before September 1, 2017, and the remaining 25% by December 1, 2017. A late fee of \$25 per day will be assessed beginning on the 10<sup>th</sup> of the month in which payment is due.

4. Contractor agrees to operate the Stands as concession stands from February 1 through November 30 (the "Season"). Contractor shall operate the Stands according to the schedule of events and games provided by the City. Contractor shall operate the Stands at least thirty (30) minutes prior to and ten (10) minutes after all scheduled athletic play. Contractor shall not close any Stand without the prior authorization from City in its sole discretion, which authorization shall not be unreasonably withheld. If Contractor desires to open less than all 3 concessions for certain games or days, a written request for such limited operation must be submitted to the Director of Parks and Recreation at least 72 hours prior to the scheduled event, who shall approve or deny the request within 24 hours of receipt of the request.
5. Contractor shall offer for sale food and drink, and other items normally associated with a concession stand convenient to the public using the Park; provided, however, that drinks offered for sale in the Stands shall be limited to bottled Coca-cola products. Fountain drinks are prohibited. Contractor shall provide to the City a menu of concession items to be offered at each Stand, and City reserves the right in its sole discretion to reasonably require Contractor to discontinue the sale or rental of any item in the opinion of City constituting a nuisance or hazard at the Park or which conflicts with a sponsor of or any event at the Park. City's rights contained herein and in this Agreement shall not be construed as an obligation or duty of any nature, including a duty to monitor or supervise Contractor's business. Contractor shall not display, distribute or advertise anything which has not been approved by the City.
6. The cart permitted in the South Complex shall be limited to the provision of hot dogs, drinks and snow-cones/shaved ice. The cart must be no larger than 60" long and 49" tall,

portable and walked into the brick area under the umbrella adjacent to the large pole in the South Complex. Contractor is prohibited from using a motor vehicle in this area.

7. Contractor shall not sell alcoholic beverages. Exceptions may be made for Special Tournament Events for which the sale and consumption of alcoholic beverages has been approved by the City, provided the Contractor is properly licensed by the State for such distribution and approved by the Tournament Director for such.
8. City retains responsibility of maintenance of the structure and the exterior of the concession buildings in the North Complex and Middle Grounds. City shall not be responsible for damage to any contents owned by Contractor, including inventory, on account of any failure to properly maintain the structure or building unless City fails to act reasonably after written notification by Contractor of needed maintenance.
9. All maintenance of the buildings' interiors in a clean and orderly manner shall be the responsibility of the Contractor. Contractor covenants to maintain the premises in an orderly condition at all times and to assume responsibility for daily trash or garbage disposal. Contractor shall at all times keep the areas and spaces adjacent to and surrounding the Stands clean and free of paper, trash and refuse of any kind generated from the operation of the Stands. Cooking oils shall be properly disposed of and in no event shall be discarded into any drain, sink or toilet connected to the City's utility system. Recycling and employment of additional disposal services which reduce refuse volume are encouraged where practicable.
10. Maintenance of heating and air conditioning, plumbing, wiring and other systems or machinery owned and installed by City shall be its responsibility. Contractor must have written approval from the City prior to the installation of any equipment that requires additional electrical or plumbing, which shall only be installed at Contractor's expense. Contractor may install trade fixtures upon the approval of City's Building Inspector, in his sole discretion, as to type and manner of installation. Upon termination of this Agreement by lapse of time or otherwise, Contractor at its expense shall immediately

remove any installed trade fixtures and restore the Stands to the same condition as immediately before installation.

11. Four keys to the Stands will be checked out to Contractor, and shall be returned to the City upon termination of this Agreement. Contractor will be charged \$250 for each replacement key.
12. City shall be responsible for maintenance of the equipment listed on the inventory attached and incorporated as Exhibit B, until such time as such equipment is deemed obsolete or beyond repair. Contractor shall be responsible for the acquisition, maintenance and replacement of all other equipment necessary to perform the work under this Agreement. The condition and use of the City's equipment listed on the inventory attached and incorporated as Exhibit "B" shall be inspected and verified annually each September at the end of each fiscal year.
13. City reserves the right to enter the Stands at any time for the purpose of inspection of equipment, insect control, fire prevention inspection, or similar purposes.
14. Liability insurance policy acceptable to the City, with single limits of One Million Dollars (\$1,000,000) and an aggregate limit of Three Million Dollars (\$3,000,000), covering the Stands, Contractor, and Contractor's business, shall be maintained by Contractor at all times. The policy shall name the City as an additional insured. Contractor shall be responsible for maintaining Worker's Compensation as required by the State of Florida, which policy need not name the City as an additional insured. Contractor shall be responsible for obtaining any other insurance as it may desire upon its operations, property and inventory.
15. Contractor agrees to indemnify and hold City harmless from any claim or demand by any third party arising out of Contractor's occupancy or use of the Stands. Contractor shall at all times relieve, indemnify, protect and save harmless the City, its officers, agents and employees from all claims and liability, including expenses incurred in defending against the same, that may arise from (a) the operation, maintenance, use or occupation of the



Stands by Contractor; (b) the acts, omissions or negligence of Contractor, its agents, officers, employees or permittees; or (c) the failure of Contractor to observe or abide by any of the terms or conditions of this agreement or any applicable law, ordinance, rule or regulation. The obligation of Contractor to so relieve, indemnify protect and hold harmless the City, its officers, agents and employees shall continue during any periods of occupancy or holding over by Contractor, its agents, officers, employees or permittees beyond the expiration or termination of this agreement.

16. Contractor covenants to neither permit nor commit waste, and covenants to comply with all applicable Federal, State, County, and City laws, rules, and regulations, including payment of all applicable taxes, respecting the use, operation and maintenance of the Stands, and shall pay for any and all licenses required in connection with the use, operation and maintenance of the Stands. Any license required by the Florida Department of Business and Professional Regulation for food service shall be prominently displayed in each Stand.
17. In the event of damage by storm, fire or other casualty making the premises unfit for occupancy, City shall be under no obligation to rebuild and this Agreement shall be terminated with each party relieved of responsibility to the other. If City notifies Contractor within ten (10) days of intention to rebuild, the rent shall abate during the period of restoration, which City covenants to accomplish with reasonable dispatch should it chose to rebuild.
18. Upon termination of this Agreement by lapse of time or otherwise, Contractor covenants to surrender possession of the Stands in as good a condition as received, reasonable wear and tear expected. Contractor will be charged a \$500 cleaning fee if the Stands are not returned in good condition. If the renewal option is agreed upon, the contractor will still vacate the North and Middle Grounds Concessions to allow for maintenance from December 1<sup>st</sup> through January 31<sup>st</sup>.

19. Contractor understands and agrees that vehicles shall not be permitted to drive through the gates into the North Complex and Middle Grounds in the period one hour before the first scheduled game and one hour after the last game. Notwithstanding the forgoing, Contractor shall be permitted to drive a golf cart into the North Complex and Middle Grounds to service and bring product to the Stands. No one shall operate a golf cart without a valid driver's license.
20. This Agreement is not assignable, and Contractor shall not transfer or sublet any right granted to Contractor under this Agreement.
21. In consideration of the rent aforesaid to be paid and the covenants contained herein, whenever Contractor is not in breach of any covenant contained herein, Contractor is hereby granted the exclusive right to provide concession stand food, drink, and other items usually associated with a concession stand. No other commercial activity or solicitation shall be conducted on the premises.
22. If any rent required by this Agreement shall not be paid within five (5) days after the same shall become due, or should Contractor fail twice within any thirty six (36) hour period to timely open and fully operate a concession stand as required by the Agreement, or should Contractor fail to observe or perform any obligation herein mentioned within five (5) days after the receipt of written notice thereof, the tenancy and all exclusive rights created by this Agreement shall, at the option of the City, terminate, and City shall have right to immediately resume possession of the Stands for its own account, and retain or recover immediately from the Contractor rent through the end of the current month (if not already paid). The City shall also recover all expenses incurred by reason of the breach and retaking of possession, including reasonable attorney's fees.
23. All notices required or permitted hereunder shall be in writing and, together with rent payable, shall be to the City at the Parks and Recreation Department, 16200 Panama City Beach Parkway, Panama City Beach, Florida 32413, and to Contractor at the address first

above stated, or to such address as to which notice shall have been given as herein provided.

24. Contractor and its employees shall at all times treat the public honestly and fairly. All sales shall be recorded by cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. At no time shall the Contractor or its employees argue or use profanity while dealing with or in the presence of the public.
25. Contractor and its employees should maintain a clean appearance and wear a uniform shirt provided by Contractor and identifying them as Contractor's employees.
26. Contractor shall permit no person to discharge, in whole or in part, any of the Contractor's obligations hereunder within the geographic boundaries of Frank Brown Park, (i) who shall have been convicted or pled guilty or *nolo contendere*, regardless of whether adjudication was withheld, of a crime against children within the five year period next preceding such discharge (a "Disqualifying Crime"), or (ii) who shall have failed to consent in writing to a criminal history background check for a Disqualifying Crime; or (iii) who is a full-time employee of the City. From time to time at City's request, Contractor shall furnish a list of the names and addresses of all persons discharging any of its obligations hereunder within the geographic boundaries of Frank Brown Park, together with evidence that Contractor has conducted a criminal background check to ensure each such person is eligible under this section to discharge Contractor's obligations within Frank Brown Park.
27. Nothing in this Agreement shall be construed so as to create the relationship of principal and agent, a partnership, joint venture, or any association whatsoever between the City and the Contractor, other than the relationship of the landlord to its tenant.
28. No modification or waiver of this Concession Agreement shall be binding unless executed in writing by both parties. No waiver or delay in the enforcement of any right or power in this Concession Agreement, and no course of dealing between the parties, shall constitute

or be deemed a waiver of any other right or power contained in this Concession Agreement or a subsequent waiver of the same right or power.

29. This Concession Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

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

THE CITY:

CITY OF PANAMA CITY BEACH

By: \_\_\_\_\_

Mario Gisbert, City Manager

Attest: \_\_\_\_\_

Diane Fowler, City Clerk

Signed, sealed and delivered

In the presence of:

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Exhibit A

(illustration of Concession Areas)



**Exhibit B**

**(description of City inventory in Stands)**

**Equipment Inventory  
North Complex Concession:**

Qty	Description of Equipment
2	Double Deep Fat Fryer
1	Flat Top Grill
1	Three compartment sink
1	Upright Freezer
1	Refrigerator
1	Mop sink
1	Bun/Food Warmer (DD)
1	Infrared Heating Lamp
1	Ice machine
1	Handwashing sink
1	Stove/oven
2	Stainless Steel prep tables
1	Hood vent system

**Equipment Inventory  
Middle Ground Concession:**

Qty	Description of Equipment
1	Ice machine
1	3 compartment sink
1	Handwashing sink
1	Mop sink
1	Hood vent system