

SNACK SHACK CONCESSION AGREEMENT

THIS SNACK SHACK CONCESSION AGREEMENT, given at Madeira Beach, Florida, this 23rd day of July 2019, by the City of Madeira Beach, Florida, a municipal corporation, hereinafter referred to as "CITY," to United Park Services, Inc., a company authorized to do business in the State of Florida, hereinafter referred to as "CONCESSIONAIRE."

WITNESSETH:

WHEREAS, on August 2, 1972 a Quitclaim Deed was recorded in the Official Records of Pinellas County in O.R. Book 3845 commencing at page 927 by which the United States of America deeded to the City of Madeira Beach all of the United States of America's right, title and interest in a parcel of property consisting of approximately 2.5 acres, commonly referred to as Archibald Memorial Beach Park generally located at 15100 Gulf Boulevard (hereinafter "Property"); a copy of said August 2, 1972 Quitclaim Deed (hereinafter "Quitclaim Deed") being attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Property had been conveyed by private parties to the United States via two Warranty Deeds recorded on January 7, 1933, in the Pinellas County, Florida Register of Deeds in Deed Book 640, Page 495 and Deed Book 640, Page 496 (hereinafter "Source Deeds"); and

WHEREAS, said Quitclaim Deed evidences that Archibald Memorial Beach Park was transferred to the City of Madeira Beach for and in consideration of the perpetual use of the premises as and for public park and public recreation area purposes by the City of Madeira Beach in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the CITY on June 18, 1971; and

WHEREAS, the Quitclaim Deed further provides that the Property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of Interior agrees in writing can assure the continued use and maintenance of the Property for public park or public recreational purposes and that nothing in this provision shall preclude the CITY from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties provided prior concurrence to such agreement is obtained in writing from the Secretary of the Interior; and

WHEREAS, CITY issued a Request for Proposals - Snack Shack Concession Services seeking parties desiring to operate a concession in the Snack Shack at Archibald Memorial Beach Park; and

WHEREAS, four (4) entities responded to the RFP; and

WHEREAS, at a duly noticed public meeting of the Board of Commissioners of CITY conducted on November 19, 2013, CONCESSIONAIRE was selected as the most responsible and responsive proposer

and the City Manager was authorized to negotiate on behalf of CITY a Concession Agreement with CONCESSIONAIRE; and

WHEREAS, at a duly noticed public meeting of the Board of Commissioners of CITY conducted on December 10, 2013, this Snack Shack Concession Agreement was approved by the Board of Commissioners of CITY; and

WHEREAS, CITY and CONCESSIONAIRE desire to provide a snack bar and gift shop services on a portion of Archibald Memorial Beach Park for the use and benefit of the general public; and

WHEREAS, CITY hereby finds that the provision of a snack bar and gift shop services on a portion of Archibald Memorial Beach Park will enhance the park visitors' and users' experience; and

WHEREAS, CITY is satisfied that provision of additional services and facilities at Archibald Memorial Beach Park is in the best interest of the City and the general public; and

WHEREAS, CITY and CONCESSIONAIRE desire to enter into this Snack Shack Concession Agreement, hereinafter the Concession Agreement, so as to set forth the terms and conditions upon which CONCESSIONAIRE may operate a snack bar and gift shop concession at the Snack Shack located within Archibald Memorial Beach Park.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, CITY agrees to allow CONCESSIONAIRE to provide snack bar and gift shop services and facilities hereinafter to be mentioned upon a portion of the Property described in Exhibit A attached hereto and incorporated herein by this reference and located at the Archibald Memorial Beach Park.

1. Definitions: The terms set forth below, as used in this Concession Agreement, shall have the meanings herein stated:

- A. City Manager shall mean the City Manager of the City of Madeira Beach, or his designee.
- B. Concession Area shall mean that log cabin type building commonly referred to as the Snack Shack located on Archibald Memorial Beach Park at 15100 Gulf Boulevard, Madeira Beach, Florida, including the wooden deck adjacent thereto and including the public restrooms located adjacent to the Snack Shack and including the open area between the Snack Shack/Deck and the pedestrian walkway that parallels the dune on the east side of the dune.
- C. NPS shall mean the National Park Service, a bureau of the United States Department of the Interior, as the delegated representative of the Secretary of the Interior.

2. Grant of Concession: CITY hereby grants to CONCESSIONAIRE this Concession Agreement to operate a snack bar and gift shop within the Concession Area pursuant to the terms and conditions set forth herein. CITY does hereby assign to the CONCESSIONAIRE the use of the Concession Area which is a portion of Archibald Memorial Beach Park as described in Exhibit A. CONCESSIONAIRE hereby

acknowledges that CITY cannot and has not surrendered absolute control and possession of the Concession Area, nor any right, title or other interest in the Concession Area or Property expressly granted herein. Rather, CONCESSIONAIRE hereby acknowledges that CITY has granted CONCESSIONAIRE a terminable at will agreement for use of the Concession Area within Archibald Memorial Beach Park consistent with the terms and conditions in this Agreement.

3. Term: A condition precedent to the effective date of this Concession Agreement shall be the written concurrence of same as required by the Quitclaim Deed from the NPS to the CITY attached as Exhibit A. This Concession Agreement shall become effective on the first day of the calendar month immediately following receipt from the NPS of written concurrence of the Concession Agreement. Said first day of the calendar month shall be the Effective Date of this Concession Agreement. The initial term of this Concession Agreement shall be for a two (2) year period. This Concession Agreement may be extended for up to two (2) additional (2) year periods subject to the mutual consent of both parties upon conditions to be mutually agreed upon at that time. In the event CONCESSIONAIRE desires to extend the term, CONCESSIONAIRE shall provide written notice thereof to the City Manager at least ninety (90) days prior to the expiration of the current term of this Concession Agreement. Any agreement reached by CITY and CONCESSIONAIRE for renewal of this Concession Agreement shall be subject to the written concurrence of the NPS.

4. Use of Concession Area: CONCESSIONAIRE shall use, occupy and maintain the Concession Area in a business like, careful, clean and non-hazardous manner for the sole purpose of providing a snack bar, light beach going foods and gift shop concession in strict accordance with all terms and provisions imposed in the Quitclaim Deed set forth in Exhibit A. Written approval by CITY and written concurrence by the NPS shall be required for other proposed use of the Property in conjunction with or in addition to those specified herein. The general public will be allowed to use Archibald Memorial Beach Parks including the Concession Area, for park and recreational use at all times (excepting official closures by the City), including those times when the concession service is, or is not, in operation. CONCESSIONAIRE is specifically authorized to use the Concession Area for the purpose of offering goods and food service amenities supplementary to the public beach use of Archibald Memorial Beach Park. A general description of the food and beverage items which CONCESSIONAIRE may make available to the public from the Concession Area is as follows:

- Ice Cream
- Hawaiian Shaved Ice
- Smoothies
- Soda Fountain Beverages
- Juices

- Fresh Seasonal Fruit and Fruit Cups
- Bottled Water
- Bagged Ice
- Coffee and Espresso
- Candy
- Salads
- Fries
- Wings
- Wraps
- Seafood
- Pie
- Cheesecake
- Tacos
- Burgers
- Breakfast items
- Hot Dogs
- Sandwiches
- Pizzas
- Snacks
- Beer and Wine
- Light beach going foods

Additionally, goods of the following nature may also be made available by CONCESSIONAIRE to the public from the Concession Area:

- Kites
- Tee Shirts
- Swim Suits
- Hats
- Jackets
- Flip Flops
- Beach Tows
- Umbrellas
- Beach Chairs

- Floats
- Masks
- Snorkels and Fins
- Sunscreen
- Sun Glasses
- Disposable Cameras and Rim including One Hour Digital Photo Printing
- Souvenirs including Hand Crafted Local Art
- Postcards
- Any additional items of similar nature approved by the City Manager

CONCESSIONAIRE covenants that the fees charged by CONCESSIONAIRE for the above goods and services must be reasonable so as not to deny participation by the general public and must be approved by the City Manager. CONCESSIONAIRE covenants that beverages shall not be sold in glass containers.

To ensure immediate response to issues of public health, safety and welfare, the concessionaire may in its sole discretion:

- (a) report violations of state law and request assistance of law enforcement, including the County Sheriff's deputies, to enforce Florida laws and City Codes on, and within, the premises; and
- (b) trespass and eject from the premises any customer or patron who violates Florida law, (including assault, battery or other misdemeanors or crimes) or violates City Code.

5. Concession Fee: A Concession Fee in the amount of Six Thousand and No/100 Dollars (\$6,000.00) per month plus any applicable sales tax shall be due from CONCESSIONAIRE to CITY, in consideration of the use privilege granted in this Concession Agreement, on the first day of the first month after the Effective Date of this Concession Agreement through the first day of the sixtieth (60th) calendar month after the Effective Date of this Concession Agreement. In the event this Concession Agreement is extended, the Concession Fees due and payable during the extension period will be set forth in a written contract and/or extension of this Concession Agreement, rent is to be remitted to the City the 1st of every month.

~~In the event that Archibald Memorial Beach Park (Park") is completely closed for more than seven (7) consecutive days as a result of red tide, a named hurricane, an oil spill, or the closing of the 150th Street bridge as a result of an act of God, then the concession fee shall be reduced in proportion to the number of days the Park was closed.~~ Business Insurance. The CONCESSIONAIRE is not required, but is encouraged, to seek Business Loss Insurance. Business insurance if obtained by the CONCESSIONAIRE, may be available as insurance coverage for business costs and lost profits due to the inability to conduct business due to acts of god, red tide, oils spills or hurricanes, and if available may cover rent and other charges from the City, in which case, such business insurance amounts for rent shall be promptly remitted to the City.

6. Equipment: CONCESSIONAIRE shall be responsible to provide any and all necessary equipment and improvements to make the Concession Area functional for provision of the services described in Section 4 above. CONCESSIONAIRE covenants to provide the following equipment and improvements within the Concession Area:

- Plumbing
- Hood with Fire Suppression System
- Professional Commercial Grade Tile Flooring
- Countertops and Shelving
- Painting of the Exterior as Needed
- New Windows to the Gulf Boulevard side of the Snack Shack
- Signage
- Additional Exterior Stairs to the Snack Shack
- HVAC System
- Interior Decor of the Snack Shack with Historical Madeira Beach Artifacts and
- Photographs
- Indoor and Outdoor Seating
- Picnic Tables and Umbrellas
- Refrigeration and Freezers
- Triple Sink
- Hand Sinks
- Ice Machines
- Hot Dog Roller
- Pizza Ovens
- Sandwich Preparation Table
- Cash Registers
- Credit Card Machines
- Coffee and Espresso Machines
- Candy Dispensers
- Ice Cream Freezers
- Hawaiian Shave Ice Machine
- Smoothie Machine
- Milk Shake Blenders
- Soda Fountain

- Retail Shelving
- Beer and Wine Coolers
- Walk-in Cooler/Freezer
- Grills and Fryers
- Stove
- Dishwasher
- Steam Table
- Fans and Heaters
- Portable Stage
- Electric
- Bird Lines
- Deck Lights

CONCESSIONAIRE shall obtain the prior written approval of the City Manager in advance of installing any equipment and improvements not specifically identified above and said approval shall not be unreasonably withheld. CONCESSIONAIRE shall be responsible to keep all of the equipment and improvements within the Concession Area in good appearance and working order throughout the entire term of this Concession Agreement.

7. Hours of Operation: CONCESSIONAIRE shall operate the concession within the Concession Area seven days per week from 8:00 a.m. until approximately one hour after sunset. Any deviation from the operational hours and days set forth in this paragraph shall take place only with the prior written approval of the City Manager, which approval shall not be unreasonably withheld.

8. Nature of Concession Agreement: CONCESSIONAIRE shall use the Concession Area for no purposes other than the operation of the concession as described in Section 4, above. CONCESSIONAIRE shall be solely responsible for all of its operations and activities pursuant to this Concession Agreement, including services with reference to the restrooms. CONCESSIONAIRE shall not permit any intoxicated person or any person acting in a disorderly manner to remain upon the Concession Area. It is expressly understood and agreed that no real or personal property is being leased to CONCESSIONAIRE by the CITY under this Concession Agreement. This is a Concession Agreement and not a lease. The CONCESSIONAIRE'S right to occupy the Concession Area and to operate within same shall continue only so long as CONCESSIONAIRE shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements and stipulations contained herein and in the Quitclaim Deed.

9. Banquets and Special Events: Any person or entity desiring to conduct a special event or banquet within Archibald Memorial Beach Park shall obtain the advance approval of the City Manager prior to

scheduling any particular banquet or special event. Scheduling of such special events shall not interfere with, or prohibit, use of Archibald Memorial Beach Park by the general public and beach patrons. If the CITY issues such special event permit, the person or entity to whom said permit was issued may make independent arrangements with CONCESSIONAIRE for use of the Concession Area. However, such use shall not interfere with, or prohibit, use of the Concession Area by the general public and beach patrons.

10. Staffing: CONCESSIONAIRE shall employ a sufficient number of personnel so that the concession operations are adequately staffed to meet the demand for services resulting from the number of customers who patronize the business of CONCESSIONAIRE, as well as those who will attend banquets or other specially scheduled events. Although CONCESSIONAIRE shall establish the number of personnel required to meet its business needs, the City Manager shall have the right to require additional personnel if reasonably required in order for the business of CONCESSIONAIRE to operate consistent with the business operations of other public beach concessions within Pinellas County. CITY reserves the right to approve the employment of any manager by CONCESSIONAIRE. At any time that CONCESSIONAIRE or said manager, is not to be present at the Concession Area, CONCESSIONAIRE covenants to keep the City Manager informed in writing as to which representative of CONCESSIONAIRE will be present at the Concession Area and in charge of CONCESSIONAIRE'S operations at that time. All employees of CONCESSIONAIRE shall be well groomed and appropriately dressed in accordance with standards applicable to other public beach concessions within Pinellas County. The City Manager may determine that CONCESSIONAIRE'S employees should wear uniforms. If so, CONCESSIONAIRE shall require that its employees obtain and wear uniforms at no cost or expense to CITY. In the event that CONCESSIONAIRE shall employ any person who by his or her acts engages in a course of conduct detrimental to the best interests of the public use of the adjacent beach or tending to reflect negatively on the rendering of concession services to the general public as part of the operation a public beach owned and operated by a governmental entity, CONCESSIONAIRE shall terminate that employee upon the written request of the City Manager. As a condition to the hiring of any employee who will work at the Concession Area, CONCESSIONAIRE shall require that the employee accept such employment with knowledge of the rights of CITY as set forth in this paragraph.

11. Maintenance Responsibilities: Maintenance responsibilities shall be allocated as follows:

- (a) Maintenance of Concession Area: CONCESSIONAIRE, at its sole expense, shall maintain the Concession Area in good repair. In addition, CONCESSIONAIRE shall, at its sole expense, maintain, repair or replace all equipment and improvements located within the Concession Area so as to keep the same in a serviceable condition. CONCESSIONAIRE shall maintain the Concession Area in a clean and sanitary condition, to the satisfaction of the City Manager. CONCESSIONAIRE shall cleanse, disinfect, fumigate and deodorize these areas as directed by the

City. At all times, the cleanliness of the Concession Area shall meet applicable requirements of the State of Florida pertaining to food service establishments, including the requirements of the Health Department. As required, CONCESSIONAIRE shall obtain pest control and eradication services for the Concession Area.

- (b) Maintenance of Restrooms: CONCESSIONAIRE shall pay additional \$1,300.00, per month for the purposes of maintaining the restroom facilities at Archibald Memorial Park. These additional monies shall be exclusively used for the purposes of maintaining a clean and sanitary restroom on the premises.

12. Utilities: CONCESSIONAIRE shall be responsible for all utility costs applicable to the Concession Area.

13. Beer and Wine: CONCESSIONAIRE shall be solely responsible to apply for and obtain all required beer and wine beverage licenses from the State of Florida, Department of Business Regulation, Division of Alcoholic Beverages and Tobacco, which will authorize CONCESSIONAIRE to sell beer and wine within the Concession Area. The cost of obtaining such licenses shall be at the sole expense of CONCESSIONAIRE. All sales of beer and wine by CONCESSIONAIRE shall be in strict conformity to applicable law. Beer and wine licenses shall be held only in the name of CONCESSIONAIRE.

14. Quality of Service: CONCESSIONAIRE shall stock such quantities of food, beverages, supplies or merchandise as are reasonably required to meet the public demand for the concession services which CONCESSIONAIRE will provide pursuant to this Concession Agreement. CONCESSIONAIRE shall provide a varied food menu consistent with Section 4, above. The food and beverages provided by CONCESSIONAIRE shall be equal in quality to those offered by other public beach concessions within Pinellas County. In the event that the City should determine that the quality or variety of food, beverages, supplies or merchandise is substandard as compared to the public beach concessions within Pinellas County, the City may declare a default pursuant to paragraph 27, hereof. In the event of a dispute concerning the variety, quality of services or prices charged by CONCESSIONAIRE, CITY and CONCESSIONAIRE shall utilize a broad cross-section of public beach concessions within Pinellas County as the comparable to resolve disputes. It is not intended that the business operations of CONCESSIONAIRE, pursuant to this Concession Agreement, be judged by comparison with any one public beach concession operated within Pinellas County.

15. Permits: CONCESSIONAIRE shall be responsible to obtain, at its sole expense, all required permits from any applicable regulatory agency which are necessary to allow CONCESSIONAIRE to operate, maintain, repair or improve the Concession Area.

16. CONCESSIONAIRE'S Records and Documents: With respect to all matters covered by this Concession Agreement, CONCESSIONAIRE'S records and documents shall be subject at all times to

inspection review or audit by CITY. CONCESSIONAIRE will supply CITY any documentation that may be needed by CITY to file required compliance reports to the NPS.

17. Non-Discrimination: CITY and CONCESSIONAIRE agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the Property, including, but not limited to:

- a) All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
- b) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
- e) The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
- f) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12181), which requires that no otherwise qualified disabled individual shall, solely by reason of his or her disability, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

18. Indemnification: CITY shall not be liable for any claim, lien, claim of lien, demand or loss of any nature whatsoever including, but not limited to reasonable attorney's fees, or any injury, death or damage to persons or property which may occur, result, or be suffered or sustained by reason of this Concession Agreement and the operations of the business of CONCESSIONAIRE hereunder, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONCESSIONAIRE or any person employed or utilized by CONCESSIONAIRE in the performance of this Concession Agreement, to include, without limiting the generality of the foregoing, liability to any person who may be using, occupying or visiting the Concession Area. CONCESSIONAIRE does hereby indemnify and hold harmless the CITY against all such claims, liens, claims of lien, demands, losses, liability or damage of any nature whatsoever arising out of or resulting from the subject matter of this Concession Agreement. This indemnification shall include independent torts of the CITY, its officers, agents and employees as well as vicarious liability. CITY and CONCESSIONAIRE acknowledge that the first Ten Dollars (\$10.00) of compensation received by CONCESSIONAIRE as a result of this Concession Agreement shall be deemed specific consideration for this indemnification.

(d) **Liquor Liability Insurance:** CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement liquor liability insurance in the minimum amount of \$1,000,000 for injury or death to any number of persons in one occurrence.

(e) **Certificate of Insurance:** CONCESSIONAIRE shall furnish to CITY proof of insurance, including, but not limited to, a Certificate of Insurance and the separate endorsement referencing CITY as "additional insured" except for workers compensation and the effectiveness of all required insurance for CONCESSIONAIRE. The Certificates of Insurance shall state that CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of CONCESSIONAIRE. No work shall commence under this Concession Agreement until CITY'S authorized representative has given written approval of the Insurance Certificates. Additionally, CONCESSIONAIRE has an affirmative obligation throughout the entire term of this Concession Agreement to provide the City Manager evidence of the continuation of all policies required of CONCESSIONAIRE by this Concession Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager.

20. Relationship of Parties: CONCESSIONAIRE, by accepting this Concession Agreement, acknowledges that CONCESSIONAIRE is not engaged in a joint venture or co-partnership with CITY and shall not represent to any person or entity whatsoever that CITY and CONCESSIONAIRE are joint ventures or co-partners. CONCESSIONAIRE acknowledges that it is not a tenant and has not received a lease of real property owned by CITY. CONCESSIONAIRE further acknowledges that the rights granted CONCESSIONAIRE, pursuant to this Concession Agreement, are solely a privilege originating from CITY. Should CONCESSIONAIRE fail to comply with the terms and conditions of this Concession Agreement same is revocable by CITY and the privileges granted hereby shall immediately terminate upon the revocation of this Concession Agreement. Upon the termination of this Concession Agreement, as provided for in paragraph 27, hereafter, CONCESSIONAIRE acknowledges that CITY may avail itself of the self help remedy of taking immediate possession of the Concession Area and all Improvements and equipment located therein.

21. Sales and Consumption of Alcoholic Beverages: In recognition of the fact that Archibald Memorial Beach Park is operated by CITY for the public purpose of providing beach and related recreational facilities for use by the general public, and in consideration of the fact that the concession operation under this Concession Agreement is secondary and subservient to the primary public purpose, CONCESSIONAIRE shall, at the request of the CITY, require that a patron vacate the Concession Area when, in the opinion of the CITY, the conduct of a patron is detrimental to the public beach operations.

19. Insurance: CONCESSIONAIRE, prior to signing this Concession Agreement and before starting any work within the Concession Area shall procure and maintain during the term of this Concession Agreement, including any extensions or renewals thereof, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than A: Excellent. CITY, its elected and appointed officials, officers, employees and agents shall be named as an additional insured on all such policies. A Certificate of Insurance shall be furnished by CONCESSIONAIRE to the City Clerk and City Manager of CITY prior to the date upon which CONCESSIONAIRE commences any work pursuant to this Concession Agreement. Said Certificates shall provide that all insurance coverage shall not be canceled or reduced by the insurance carrier without CITY having been given at least thirty (30) days' prior written notice thereof. It is requested that all policies have occurrence form policies. Should Claims Made Policies be submitted, CONCESSIONAIRE will be required to have the policy dates run concurrently through the life of this Concession Agreement and will be required to maintain tail coverage at CONCESSIONAIRE'S expense for a term acceptable to the City Manager.

CONCESSIONAIRE shall submit all Certificates of Insurance and Bonds as follows:

(a) Workers Compensation: CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement workers' compensation and employers liability insurance. The workers' compensation coverage shall be in accordance with the laws of the State of Florida. Employer's liability insurance shall provide limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

(b) Commercial General Liability: CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement, commercial general liability insurance coverage including, but not limited to, bodily injury, property damage and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 per location aggregate plus property damage insurance in the minimum amount of \$500,000 covering all work performed pursuant to this Concession Agreement.

(c) Automobile Liability: CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement automobile liability insurance including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than \$1,000,000 combined single unit per occurrence and \$2,000,000 aggregate covering all work performed pursuant to this Concession Agreement. Limits may be satisfied by combining an umbrella form and the automobile liability form for a combined total limit of \$2,000,000.

22. CONCESSIONAIRE Parking: CITY shall provide CONCESSIONAIRE two (2) parking spaces which would allow employees of CONCESSIONAIRE to park in the Archibald Memorial Beach Park public parking lot without the necessity of placing coins in the parking meter.

23. Storage of Hazardous Substances: CONCESSIONAIRE shall not use or store any hazardous substance except in compliance with applicable laws or regulations. The CITY may restrict the use or storage of hazardous substances upon determining that the same pose an unreasonable threat to the safety of the public beach or the general public.

24. Right of Inspection: The CITY or the NPS, may, at any and all reasonable times inspect the Concession Area to ascertain compliance by CONCESSIONAIRE with the requirements of this Concession Agreement and the Quitclaim Deed. CONCESSIONAIRE shall cooperate to allow the Concession Area to be inspected by the Health Department or other regulatory entity when an inspection is required to determine compliance with applicable laws or regulations. If a condition is found to exist during an inspection which requires that the business of CONCESSIONAIRE be interrupted in order to remedy the same, the CITY may order CONCESSIONAIRE to temporarily suspend business. During the period of time the business is suspended, pending corrective action to comply with this Concession Agreement and/or the Quitclaim Deed, or requirements of any regulatory agency, CONCESSIONAIRE shall have no claim or recourse against CITY or the United States, by and through the NPS, for any loss of business or profits.

25. Taxes: All taxes or assessments, of any nature whatsoever pertaining to the business operations, real or personal property, retail sales, the Concession Area as improved real property, or the granting of this Concession Agreement and the payment hereunder of any amounts or the performance of any obligations hereunder, shall be the sole obligation of CONCESSIONAIRE. Although the CITY and CONCESSIONAIRE stipulate that this Concession Agreement is not a lease, should the State of Florida, Department of Revenue, determine that a sales tax is due and owing by virtue of the existence of this Concession Agreement, then CONCESSIONAIRE shall be solely responsible for the payment of the sales tax, including any delinquent amounts claimed due, penalties and interest thereon.

26. Default: By accepting this Concession Agreement, CONCESSIONAIRE acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth herein and in the Quitclaim Deed, are material inducements to the CITY granting the Concession Agreement. Should CONCESSIONAIRE default in the performance of any of the conditions, covenants and requirements required of the Concession Agreement and/or the Quitclaim Deed, the City Manager shall give written notice of default to CONCESSIONAIRE specifying those acts or things which must occur in order to cure the default. The City Manager shall specify the period of time within which CONCESSIONAIRE may cure the default, said time to be specified in the written notice. In the event the default is failure to pay money, the time granted to cure shall be at least seventy two (72) hours. In the event of any other default, the time granted to cure shall

be at least thirty (30) days. Should the default continue, after expiration of time granted to cure the same, the CITY will terminate and/or withdraw this Concession Agreement. CONCESSIONAIRE shall be given written notice specifying the date and time of termination or revocation. CONCESSIONAIRE acknowledges that some defaults may not be curable. In such case, the provisions of paragraph 28, hereof, shall apply.

27. Revocation by CITY: In the event of a continuing default after expiration of the time given to cure, or in the event of a default which is not curable, resulting in a breach of the Concession Agreement and subsequent notice of termination or revocation of this Concession Agreement, CITY may immediately take possession of the Concession Area, and all improvements and personal property located therein, without advance notice to CONCESSIONAIRE and without the need for CITY to make application to any court of competent jurisdiction for judicial approval. By accepting this Concession Agreement, CONCESSIONAIRE expressly consents to the self-help summary procedural remedy of CITY immediately retaking possession of the Concession Area.

28. Termination by CONCESSIONAIRE: Should CITY fail to perform any of the covenants or requirements, on its part to be kept hereunder, CONCESSIONAIRE shall give written notice thereof to CITY, specifying those acts or things which must occur in order to cure the default. The default notice shall specify a reasonable period of time within which to cure the default. Should the default remain, after expiration of the time granted to cure the same, CONCESSIONAIRE may immediately terminate this Concession Agreement by giving CITY written notice of termination.

29. Termination without Default: This Concession Agreement may be revoked by CITY or may be terminated by CONCESSIONAIRE, with or without cause and for any reason whatsoever, upon the giving of ninety (90) days' written notice. In the event CITY gives such notice, CONCESSIONAIRE shall be reimbursed for CONCESSIONAIRE'S equipment and improvements made within the Concession Area with the written approval of the CITY so long as said equipment or improvements are left within the Concession Area in a satisfactory condition, as determined by the CITY, in the event reimbursement is due to CONCESSIONAIRE, said reimbursement will be based upon a five (5) year straight line depreciation schedule from the date of installation through the date of termination of this Concession Agreement. Consequently, a list of the equipment and improvements with documentation establishing the cost and date of installation must be provided to the CITY by September 30 of each year during the term of this Concession Agreement. If CONCESSIONAIRE failed to provide written documentation establishing the cost and the date of installation of any equipment or improvements, CONCESSIONAIRE will have waived its ability to obtain compensation from CITY for said equipment or improvements.

30. Lien on Equipment and Personal Property: By the acceptance of this Concession Agreement, CONCESSIONAIRE acknowledges that CITY shall have a continuing lien upon all equipment and

personal property of CONCESSIONAIRE which may be brought onto the Concession Area or which may be affixed therein, said lien to secure unto CITY all sums due CITY, from time to time, under the provisions of this Concession Agreement. In the event of a default by CONCESSIONAIRE, pursuant to paragraph 28, hereof, or the revocation of this Concession Agreement by CITY pursuant to paragraph 29 or the revocation by CITY or termination by CONCESSIONAIRE pursuant to paragraph 30, CONCESSIONAIRE grants to CITY all right, title and interest in and to the personal property and equipment of CONCESSIONAIRE within the Concession Area, and the CITY may take possession thereof, without the need for judicial intervention by a court of competent jurisdiction, and the CITY may sell the same at public auction, retaining all proceeds from the sale of the personal property and equipment. In the event of a deficiency due CITY after any such sale, CITY may collect the deficiency by any available legal means.

31. Attorney's Fees: Should it be necessary for either party to bring any legal action against the other to enforce any of the provisions of this Concession Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including a reasonable attorney's fee to the attorney representing the prevailing party, and said obligation to pay attorney's fees shall apply to any declaratory action, if necessary, to construe any of the terms hereof, and shall apply to trial court or appellate level proceedings.

32. Assignment and Subletting: CONCESSIONAIRE shall not assign this Concession Agreement or any interest therein, nor let or sublet the Concession Area or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of this Concession Agreement by CITY or possible reversion by the USA.

33. Executory Obligations: The financial obligations of CITY under this Concession Agreement shall be deemed executory until the Board of Commissioners appropriates funds therefore. No liability shall be incurred by CITY beyond the funds made available for the purpose of this Concession Agreement by the Board of Commissioners.

34. Applicable Law: This Concession Agreement shall be governed by the laws of the State of Florida. CONCESSIONAIRE covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules relating to the services to be performed hereunder and in effect at the time of performance. This shall include, but is not limited to the Americans with Disabilities Act and any regulations regarding smoking in public places. CONCESSIONAIRE covenants that it will conduct no activity or provide any service that is unlawful or offensive.

35. Notices: Notices required by or related to this Concession Agreement shall be sent by United States registered or certified mail, postage pre-paid and return receipt requested.

Notices to CITY shall be sent to:

City of Madeira Beach
City Manager and City Clerk

City Hall
300 Municipal Drive
Madeira Beach, Florida 33708

Notices to CONCESSIONAIRE shall be sent to:

United Park Services, Inc.
Attn: Alan Kahana
1320 9th Avenue, Suite 210
Tampa, Florida 33605

As an alternative to notice by mail, notices may also be delivered to CONCESSIONAIRE at its place of business at the Concession Area by leaving the same with any employee of CONCESSIONAIRE working in the Concession Area, or by posting same in a conspicuous area. CONCESSIONAIRE may deliver notices to CITY by leaving same with the City Manager or any employee who works in the office of the City Manager.

36. Amendment to Concession Agreement: This Concession Agreement contains all the terms and conditions between the parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her delegated representative, NPS.

37. Outdoor Cooking and Food Preparation: CONCESSIONAIRE shall obtain the prior written approval of the CITY prior to using any open flame cooking device within the Concession Area and any temporary food and beverage service areas provided by CONCESSIONAIRE shall abide by all relevant local, state and federal requirements for said service areas.

38. Quitclaim Deed: The Concession Area is located within Archibald Memorial Beach Park. CONCESSIONAIRE acknowledges that CITY obtained title to Archibald Memorial Beach Park from the United States of America pursuant to a Quitclaim Deed recorded in the Official Records of Pinellas County on August 2, 1972 in O.R. Book 3845 commencing at Page 927. CONCESSIONAIRE covenants that CONCESSIONAIRE'S operation of the concession within the Concession Area shall fully comply with said Quitclaim Deed. Furthermore, as required by paragraph 7 within said Quitclaim Deed, CONCESSIONAIRE covenants that its operation of the concession within the Concession Area will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title Vi of the Civil Rights Act of 1964.

39. Laws and Regulations: CONCESSIONAIRE is aware of and agrees that it will use the Concession Area so as to conform with deeded environmental and usage controls and not violate any laws, regulations and /or requirements of the United States of America and/or the State of Florida and/or any ordinance, rule or regulation of CITY now or hereafter made, relating to the use of the premises.

40. Signage: CONCESSIONAIRE shall place no sign or advertisement upon any location of the Concession Area unless prior written approval has been granted by the CITY, and the City Manager shall have the right, without first notifying CONCESSIONAIRE, to remove at the expense of CONCESSIONAIRE, any sign or signs that may be erected without prior approval.

41. Surrender Waste: CONCESSIONAIRE agrees that upon expiration of this Concession Agreement or earlier termination thereof, it shall surrender the Concession Area to CITY in as good or better condition as it was in at the time of execution of this document, ordinary wear excepted. If CONCESSIONAIRE has paid in full all sums due CITY hereunder has fully complied with the requirements of this paragraph, CONCESSIONAIRE may remove, at its own cost and expense, its personal property and equipment from the Concession Area on or before the final date of the term of this Concession Agreement. CONCESSIONAIRE further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Concession Area. CONCESSIONAIRE shall leave the Concession Area broom clean. Upon the expiration of this Concession Agreement, the CITY shall not be required to demand that CONCESSIONAIRE vacate the Concession Area since CONCESSIONAIRE shall have no rights under this Concession Agreement after it terminates.

42. Liens: CONCESSIONAIRE shall keep the Concession Area free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by CONCESSIONAIRE during the term of this Concession Agreement or any extension or renewal thereof.

43. Waiver: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Concession Agreement shall be deemed a waiver of breach of any other provision of this Concession Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Concession Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

44. Termination: This Concession Agreement shall terminate automatically upon the occurrence of any of the following events:

- a. CITY unilaterally terminates the Concession Agreement upon ninety (90) days' written notice for any cause whatsoever and specifying the date of termination.
- b. CONCESSIONAIRE materially violates any provision of the Concession Agreement.

c. The expiration of the term of this Concession Agreement or any renewal thereof.

45. **Acknowledgment:** This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the Quitclaim Deed from the United States of America to the City of Madeira Beach, dated July 12, 1972, and recorded August 2, 1972, in Official Records Book 3845 commencing at page 927 of the Public Records of Pinellas County, Florida, and the Program of Utilization, as amended, which governs the use of the Property. The CITY covenants that it has made an independent interpretation of the Quitclaim Deed, and the CITY has determined that operating the concession authorized in this Concession Agreement does not and will not violate the restrictions, covenants or other terms and conditions in the Quitclaim Deed relating to the use of the Property. Violations of the said terms and conditions may be grounds for reversion of the Property to the United States of America, at its discretion and termination of this Concession Agreement. CONCESSIONAIRE owned personal and real property improvements associated with the Property, may be subject to seizure, without compensation, by the USA.

46. **United States of America is Not a Party:** It is expressly understood by the CITY and the CONCESSIONAIRE that the United States, and its departments, agencies, and bureaus, including specifically the NPS, is not a party to this Concession Agreement. It is further understood that nothing in this Concession Agreement waives the sovereign immunity of the United States, and its departments, agencies, and bureaus, including specifically the NPS, as to any and all matters, except as such sovereign immunity has been specifically waived under applicable laws of the United States.

47. **Appropriations of the United States of America:** The parties hereto acknowledge, agree and understand that nothing in this Concession Agreement shall be construed as binding, requiring or authorizing the United States, and its departments, agencies, and bureaus, including specifically the NPS, to expend any sums for, or in connection with any of the provisions or purposes in this Concession Agreement, or to involve the United States, and its departments, agencies, and bureaus, including specifically the NPS, in any contract or other obligation for the expenditure of money in excess of any appropriations or in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

48. **Florida Public Entity Crimes Act:** Prior to, and during the term of any contract with the City, the City requires that CONCESSIONAIRE shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., which is attached hereto as Exhibit A.

49. **Drug Free Workplace Certification.** CONCESSIONAIRE shall include a signed and completed Drug Free Workplace Certification, which is attached hereto as Exhibit B.

50. **Venue.** This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of litigation between the parties, venue shall be in Pinellas County, Florida and no other place, and Florida law shall apply.

51. Public Records. CONCESSIONAIRE acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that CONCESSIONAIRE must comply with the public records laws of the State of Florida, and the CONCESSIONAIRE shall:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the CONCESSIONAIRE shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The CONCESSIONAIRE shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (4) The CONCESSIONAIRE shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONCESSIONAIRE or keep and maintain public records required by the public agency to perform the service. If the CONCESSIONAIRE transfers all public records to the public agency upon completion of the contract, the CONCESSIONAIRE shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the CONCESSIONAIRE keeps and maintains public records upon completion of the contract, the CONCESSIONAIRE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONCESSIONAIRE of the request. The CONCESSIONAIRE must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If CONCESSIONAIRE does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (7) A CONCESSIONAIRE who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a CONCESSIONAIRE to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the CONCESSIONAIRE the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the CONCESSIONAIRE unlawfully refused to comply with the public records request within a reasonable time, and;

- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the CONCESSIONAIRE has not complied with the request, to the public agency and to the CONCESSIONAIRE.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the CONCESSIONAIRE at the CONCESSIONAIRE's address listed in this contract with the public agency or to the CONCESSIONAIRE's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (9) A CONCESSIONAIRE who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- (10) If the CONCESSIONAIRE Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The CONCESSIONAIRE's Duty To Provide Public Records Relating To This Contract, Contact the City of Madeira Beach Custodian Of Public Records at:

City of Madeira Beach
Attn: Clara VanBlargan, City Clerk
Madeira Beach, FL 33708
727-391-9951, Ext. 231
cvanblargan@madeirabeachfl.gov

Andrea Gamble, Deputy Clerk
300 Municipal Drive
Madeira Beach, FL 33708
727-391-9951, Ext. 223
agamble@madeirabeachfl.gov

52. Law Enforcement and Trespass Authorization.

The CONCESSIONAIRE is hereby expressly given the authority in its discretion: to report violations of state law and request assistance of law enforcement, including the County Sheriff's deputies, to enforce Florida laws and City Codes on, and within, the premises; and to trespass and eject from the premises any customer or patron who violates Florida law, including assault, battery or commits other misdemeanors or crimes, or City Codes.

THIS SNACK SHACK CONCESSION AGREEMENT ISSUED IN DUPLICATE this 23rd day of July, 2019, by the CITY OF MADEIRA BEACH, FLORIDA.

CITY OF MADEIRA BEACH, FLORIDA

By: Maggi Black
Maggi Black, Mayor

ATTEST:

Clara VanBlargan
Clara VanBlargan, City Clerk

APPROVED as to form and accuracy:

By: Ralf Brookes
Ralf Brookes, City Attorney

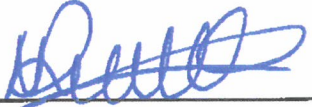
THIS SNACK SHACK CONCESSION AGREEMENT ACCEPTED this 23rd day of July, 2019, and by executing this acceptance, CONCESSIONAIRE agrees to all of Alan Kahana, as President of

UNITED PARK SERVICES, INC.

By: 

President

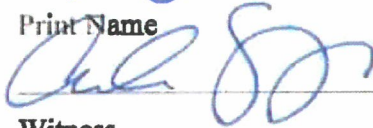
Witnesses as to execution on behalf
of ALAN KAHANA, as president of
UNITED PARK SERVICES, INC.



Witness

ANDREA GAMBIG

Print Name



Witness

Amber Savage

Print Name

[ATTACH EXHIBIT 1]

LEGAL DESCRIPTION

EXHIBIT A - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF MADEIRA BEACH by ALAN KAHANA, PRESIDENT [print individual's name and title]

for UNITED PAINT SERVICES INC. [print name of entity submitting sworn statement]

whose business address is: 3500 PINELLAS BAYWAY TIEBART VERDE 33715

and Federal Employer Identification Number (FEIN) is 86-1168292. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

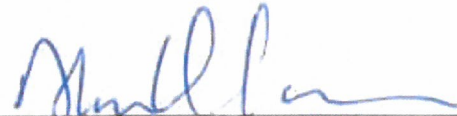
(4) made an admission of guilt of such conduct described in Items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is Inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.


[Signature]

NOTARY PUBLIC

STATE OF FLORIDA
CITY OF MADEIRA BEACH

Sworn to and subscribed before me this 23rd day of JULY, 2019 by ALAN KAHANA.
Personally known _____ OR Produced Identification DRIVERS LICENSE
[Type of Identification]



Notary Public Signature

My commission expires 02/12/2021

ANDREA GAMBIE
[Print, type or stamp Commissioned name of Notary Public]

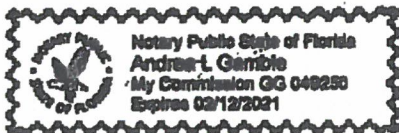


Exhibit B - DRUG FREE WORKPLACE CERTIFICATION.

SWORN STATEMENT ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by ALAN KAHAWA
[print individual's name and title]

PRESIDENT for UNITED PARK SERVICES INC
[print name of entity submitting sworn statement]

whose business address is: 3500 PINEHILLS BAYWAY 33715
and (if applicable) its Federal Employer Identification Number (FEIN) is 86-1168292 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.


Signature

Title: PRESIDENT

Company: UNITED PARK SERVICES, INC

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF MADEIRA BEACH

Sworn to and subscribed before me this 23rd day of JULY, 2019

by ALAN KAHANE who is personally
known to me _____ OR Produced Identification DRIVERS LICENSE [type of
Identification]



Notary Public Signature

My commission expires 02/12/2021

[Print, type or stamp Commissioned name of Notary Public]



