

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600706-09/TLR - Park Concession Operations

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Tammy Roberts

EXT: 7115

MOTION/RECOMMENDATION:

Award RFP-600706-09/TLR – Park Concession Operations to Too Smooth, LLC, d/b/a Smoothie King, Winter Springs. (Revenue of 20% of gross receipts).

County-wide

Ray Hooper

BACKGROUND:

RFP-600706-09/TLR will provide quality, consistent, affordable food and beverage services that meet the needs of our parks, programs and events. This project was publicly advertised and the County received one (1) submittal in response to the solicitation. The Evaluation Committee comprised of Cindy Harkins, Park Supervisor; Thomas Kelly, Park Supervisor; Julia Thompson, Parks & Recreation Manager; and Steve Waring, Program Manager; evaluated the submittal. Consideration was given to the vendor’s Qualification/Experience and percentage of gross receipts paid to Seminole County. The agreement shall take effect on the date of execution by the County and shall run for a period of two (2) years and, at the option of the parties, may be renewed for one (1) additional two (2) year term. The County will receive 20% of gross receipts.

STAFF RECOMMENDATION:

Staff recommends that the Board to award RFP-600706-09/TLR – Park Concession Operations to Too Smooth, LLC, d/b/a Smoothie King, Winter Springs. (Revenue of 20% of gross receipts).

ATTACHMENTS:

- 1. Tabulation
- 2. Evaluation&Ranking
- 3. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Arnold Schneider)</p>
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**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

RFP NUMBER: **RFP-600706-09/TLR**

RFP TITLE: **Park Concession Operations -
Seminole County Parks**

DUE DATE: **July 15, 2009 @ 2:00 P.M.**

	Response 1	
INFORMATION PROVIDED IN RESPONSE	<p align="center">Smoothie King 5220 Red Bug Lake Road Winter Springs, FL 32708 Leslie Petruzelli, Owner Ph. 407-774-5464 Fx. 407-774-1026 20% of Gross</p>	

TABULATED BY AND POSTED ON: **T. Roberts, Sr. Procurement Analyst** **7/15/2009 @ 3:00 PM**

EVALUATION CRITERIA: **Experience/Aesthetics
Qualifications
Price Proposal**

PRESENTATIONS: **August 7, 2009 @9AM, Sylvan Lake Park, Lake Markham Road, Sanford.**

RECOMMENDATION: **Smoothie King – BCC award date: 9/15/2009**

EVALUATION OF PROPOSAL
RFP-600706-09/TLR – PARK CONCESSION OPERATIONS

Vendor	Too Smooth LLC, dba Smoothie King
Overall Ranking:	Excellent

Evaluation Criteria:

Qualifications/Experience
Percentage of gross

Evaluators:

Evaluator #1 – Julia Thompson, Parks & Recreation Manager

Evaluator #2 – Steve Waring, Program Manager

Evaluator #3 – Cindy Harkins, Park Supervisor

Evaluator #4 – Thomas Kelly, Park Supervisor

Presentation from:

1. Too Smooth LLC, dba Smoothie King

The Evaluation Team Recommends award of this project to:

Too Smooth LLC, dba Smoothie King

**PARK CONCESSION OPERATIONS AGREEMENT
(RFP-600706-09/TLR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between TOO SMOOTH, LLC, D/B/A SMOOTHIE KING, whose address is 5220 Red Bug Lake Road, Winter Springs, Florida 32708, hereinafter referred to as "CONCESSIONAIRE", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY owns and operates the Seminole County Park System, Florida; and

WHEREAS, the COUNTY desires to make food and beverages available at the parks pursuant to the terms of this Agreement to the users and patrons of its parks; and

WHEREAS, the CONCESSIONAIRE is competent to provide services under the terms of this Agreement including the preparation and sale of food and beverage products.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONCESSIONAIRE agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the CONCESSIONAIRE shall provide for the sale of food and beverages at Seminole County Parks. The CONCESSIONAIRE hereby agrees to perform the services as described

in Exhibit "A," Scope of Services, attached herein.

SECTION 2. TERM. The term of this Agreement shall commence upon execution of the Agreement by the parties and shall be in effect for a period of two (2) years and, at the option of the parties, may be renewed for one (1) additional two (2) year term.

SECTION 3. COMMISSION ON NET SALES.

(a) The CONCESSIONAIRE shall pay to the COUNTY a commission of twenty percent (20%) of gross sales for food and beverage services at Seminole County Parks for the entire term of this Agreement.

(b) Commission not paid by the due date shall bear interest at the rate of one and one-half percent (1½%) per month from the date due until paid.

(c) All commissions due the COUNTY under this Agreement, shall be paid monthly to the COUNTY on or before the fifteenth (15th) day of the calendar month succeeding the month for which the payment is applicable.

(d) In computing the commission due the COUNTY, the first monthly accounting period shall commence on the date the CONCESSIONAIRE opens for business and shall end at the close of business on the last day of the same calendar month.

SECTION 4. CONCESSION RIGHTS.

(a) Subject to the terms and conditions of this Agreement, the COUNTY grants CONCESSIONAIRE non-exclusive rights to provide food and beverage concessions at the location and facilities identified on the attached Exhibit "B". Concession rights specifically exclude coin-

operated beverage and snack machines, the rights to which are retained by the COUNTY.

(b) COUNTY reserves the right for its patrons and employees to provide, prepare, and store food and beverages for their own use and consumption.

SECTION 5. MENU AND PRICING.

(a) The prices of each Concession Product are subject to the COUNTY's approval. The pricing of each item is to remain firm for the first term of this Agreement unless the CONCESSIONAIRE requests a price adjustment and the COUNTY approves the requested adjustment. Pricing will be consistent for all. No special discounts for specific groups will be allowed.

(b) Seasonal adjustments  or other menu adjustments including price changes of a minor nature may be necessary during the term of this Agreement. All seasonal or minor menu adjustments must be approved by the COUNTY. In the event that the COUNTY exercises its option to renew this Agreement, the CONCESSIONAIRE shall update the Concession Product menu and prices to accurately reflect what is provided by the CONCESSIONAIRE.

(c) Concession Products shall be high quality in terms of food content and preparation. Samples of Concession Products shall be submitted to the Support Services Manager prior to sale.

SECTION 6. CONCESSIONAIRE RESPONSIBILITIES.

(a) CONCESSIONAIRE shall be responsible for obtaining all necessary permits and licenses.

(b) CONCESSIONAIRE shall be responsible for compliance with all requirements of federal, state and local laws, rules, and regulations related to the operation and sale of vending items.

(c) CONCESSIONAIRE shall be responsible for all damage to its equipment when the damage is caused by fire, flood, lighting or any cause beyond the control of the COUNTY.

(d) CONCESSIONAIRE shall prepare and affix signage, as approved by the COUNTY displaying the food items and pricing in plain view of patrons.

(e) CONCESSIONAIRE shall assure adequate staffing of all facilities with sufficient, suitable personnel and the personnel shall be the sole responsibility of the CONCESSIONAIRE.

(f) CONCESSIONAIRE shall assure that all personnel assigned to COUNTY facilities shall be courteous and properly attired at all times. CONCESSIONAIRE shall provide uniforms for its employees including, at a minimum, a shirt or blouse with nametag identification.

(g) CONCESSIONAIRE shall provide at its sole cost, paper products, including napkins, and straws, necessary to support the concession operation.

(h) CONCESSIONAIRE shall provide all necessary food service equipment and fixtures to support its concessions under the terms of this Agreement. Equipment and fixtures shall be adequate to respond to patron demand efficiently. The COUNTY shall provide no food service or storage equipment.

(i) CONCESSIONAIRE will be responsible for all equipment maintenance and repair, at his/her expense, as follows:

(1) Cleaning and polishing of the equipment so that the equipment is clean and presentable at all times.

(2) Routine maintenance - all equipment to be checked periodically and a record of service calls maintained and made available upon request.

(3) Emergency service to be provided as required.

(4) Compliance with Florida Statutes, Section 212.0515(3)(a)(1991) which requires a particular notice to be affixed to all vending machines is required.

(j) CONCESSIONAIRE shall participate in all aspects of the COUNTY's recycling program including source separation of waste and recyclables. CONCESSIONAIRE shall coordinate its recycling efforts with the COUNTY's Recycling Coordinator.

(k) CONCESSIONAIRE shall provide prompt, efficient and courteous service.

(l) The sale of Concession items shall be made from locations that are approved by the COUNTY.

(m) The public's right of use and enjoyment of County facilities shall not be infringed upon by any activity of CONCESSIONAIRE.

(n) CONCESSIONAIRE agrees to observe and comply with all rules and regulations adopted by the COUNTY with respect to use of County facilities.

(o) CONCESSIONAIRE shall employ sufficient, suitable personnel and such employees shall be the sole responsibility of CONCESSIONAIRE. Employees shall, at all times, reflect personal cleanliness.

(p) CONCESSIONAIRE shall obtain all licenses and permits as required by the state and local authorities and shall comply with all health, sanitary and other regulations and laws.

(q) CONCESSIONAIRE agrees to use recycled paper products whenever possible.

(r) CONCESSIONAIRE shall maintain all assigned areas in a clean, sanitary condition consistent with all pertinent health and sanitary codes and authorized health authorities.

(s) CONCESSIONAIRE shall maintain a high quality of food and beverage and the COUNTY reserves the right to determine whether a particular product complies with the above standards.

(t) Concession units are not to be on park grounds over night. Units are to be removed daily at the conclusion of each day of the event.

(u) Confirming scheduled event start times or cancellation will be the responsibility of the CONCESSIONAIRE.

(v) CONCESSIONAIRE may not advertise off site nor promote events.

(w) CONCESSIONAIRE shall maintain a fax machine and phone to communicate with Seminole County staff.

(x) CONCESSIONAIRE is not to give price breaks nor free products to COUNTY staff members.

(y) CONCESSIONAIRE shall not employ any permanent or temporary COUNTY employee.

SECTION 7. COUNTY RESPONSIBILITIES.

The COUNTY shall provide trash dumpsters at Parks.

SECTION 8. REMOVAL OF CONCESSIONAIRE PERSONNEL. The CONCESSIONAIRE agrees, upon written direction by COUNTY setting forth just cause, to remove from service at COUNTY facilities, any of its employees who are responsible for improper conduct under this Agreement or who are unable or unqualified to perform their assigned duties as determined by COUNTY. CONCESSIONAIRE shall provide a replacement person, acceptable to COUNTY, for the reassigned employee.

SECTION 9. POWERS RESERVED BY COUNTY. The COUNTY reserves, but is not limited to, the following powers:

(a) Final determination of the quality and retail prices of all concession items, realizing that adjustments in prices could effect menu prices.

(b) Final determination of all food items.

(c) Final determination of the design, layout and location of all physical improvements for the Concession activities and any future changes or modifications.

(d) The power to terminate this Agreement for acts of default by the CONCESSIONAIRE in accordance with Section 14 of this Agreement.

SECTION 10. FINANCIAL REPORTING AND ACCOUNTABILITY. The CONCESSIONAIRE shall maintain at all times accurate computerized accounting records on the operation of this concession. The form and

substance of the accounting system shall be subject to the determination of the Support Services Manager and shall include, but not be limited to, the following:

(a) Complete separation of financial records for this Concession operation from those of any other of the CONCESSIONAIRE'S enterprises or business activities at other than COUNTY locations.

(b) A complete financial system which conforms to generally accepted accounting principles and practices and includes annual line item budgeting for expenditure and revenue accounting, accounts segregating, and identifying assets, liabilities, and net worth.

(c) Documentation supporting all entries into the financial accounting system to include all expenditure invoices, payroll summaries and copies of payroll tax returns, revenue and bank deposit receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly.

(d) Complete inventory control records before and after each day's activities and an actual cash count of each day's sales receipts.

(e) Any other specific accounting information related to the Concessions operations which is determined by the COUNTY to be meaningful and necessary.

(f) CONCESSIONAIRE shall maintain, at its principal place of business, for a period of not less than five (5) years documentation for transactions relating to the computation of Gross Revenue and Net Sales. The COUNTY shall have the authority to make copies of all

record for the purpose of verifying the accuracy of the CONCESSIONAIRE's financial obligations and payment to the COUNTY. It shall be the responsibility of the CONCESSIONAIRE to provide all information reasonably necessary for the audit at no expense to the COUNTY.

(g) Unless notice of dissatisfaction shall be served by the COUNTY the CONCESSIONAIRE within three (3) years after the receipt of any statement submitted by the CONCESSIONAIRE as herein provided, such statement shall be deemed final and binding upon the parties.

(h) All accounting records, documents, books, inventories, and other such related information shall be made available for COUNTY inspection at any time during the term of this Agreement. In addition to the right of inspection, the COUNTY shall have the right at any time to conduct a full audit of the CONCESSIONAIRE's records for any Accounting Year or Accounting Period, including a certified audit by an independent accounting firm, on the financial records and business activities of the CONCESSIONAIRE relative to performance of this Agreement. The County is responsible to pay for all audits conducted by the COUNTY or by the COUNTY's independent accounting firm. However, the CONCESSIONAIRE shall submit to COUNTY a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

(i) The CONCESSIONAIRE shall provide a financial operating statement by the fifteenth (15th) day of each month which details, on an accrual basis, all Gross Revenues, direct operating costs, and net profit resulting from the concessions operations for the preceding

month. The CONCESSIONAIRE shall provide other financial reports on the Concessions operation as are determined necessary and appropriate by the COUNTY, including day by day statements including all payroll, product inventory in and out, and receipts, which shall be accomplished daily. The CONCESSIONAIRE shall provide a monthly report with each payment request and a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

SECTION 11. INDEMNIFICATION. The CONCESSIONAIRE agrees to indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the CONCESSIONAIRE, its agents, servants, employees or other, or because of or due to the mere existence of this agreement between the parties

SECTION 12. INSURANCE.

(a) General. The CONCESSIONAIRE shall at the CONCESSIONAIRE's own cost, procure the insurance required under this Section.

(1) Before taking possession of the leased premises, the CONCESSIONAIRE shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer(s) evidencing the insurance required by this Section (Commercial Liability, Property Insurance, Business Automobile Insurance and Workers' Compensation).

The Certificate of Insurance shall provide that the COUNTY shall be given not less than forty-five (45) days written notice prior to the cancellation, non-renewal or restriction of coverage. Throughout the term of this Agreement and any extensions thereof, the CONCESSIONAIRE shall provide the COUNTY with a renewal or replacement of insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, pursuant to the above, if required by the COUNTY, the CONCESSIONAIRE shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required

(3) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONCESSIONAIRE shall relieve the CONCESSIONAIRE of the CONCESSIONAIRE's full responsibility for liability, damages, and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Such companies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority, or shall fail to maintain the requisite Best's Rating and Financial Size Category, the CONCESSIONAIRE shall, as soon as the CONCESSIONAIRE has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by that insurer with a different insurance company meeting the requirements noted above. Until such time as the CONCESSIONAIRE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONCESSIONAIRE shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONCESSIONAIRE, the CONCESSIONAIRE shall, at the CONCESSIONAIRE's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall commence prior to or concomitant with the Commencement of the Agreement and shall be maintained in force until the Agreement expires. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Commercial General Liability.

(A) The CONCESSIONAIRE's insurance shall cover the CONCESSIONAIRE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by

the Insurance Services Office, without the attachment of restrictive endorsements.

(B) The minimum limits to be maintained by the CONCESSIONAIRE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be not less than the following amounts:

LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Products/Completed Each Occurrence Limit	\$300,000.00 \$300,000.00

(C) Additional Insured - The Board of County Commissioners of Seminole County, Florida, its officials, officers, and employees are to be included as additional insureds.

(2) Property Insurance. CONCESSIONAIRE's insurance shall provide property insurance covering real property as follows:

(A) Special Form - Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 10, and CP 10 30.

(B) Amount of Insurance shall be one hundred percent (100%) of the insurable replacement cost value of the building and structures inclusive of improvements or betterments.

(C) Maximum Deductible - FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Named Insured - The Board of County Commissioners of Seminole County, Florida must be included as a named insured.

(E) Flood Insurance - When building or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(3) Business Auto Policy.

(A) The CONCESSIONAIRE's insurance shall cover the CONCESSIONAIRE for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 02), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONCESSIONAIRE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONCESSIONAIRE shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONCESSIONAIRE shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(4) Workers' Compensation/Employer's Liability.

(A) CONCESSIONAIRE's insurance shall cover the CONCESSIONAIRE and its subcontractors of every tier for those sources of

liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(d) Coverage. The insurance provided by CONCESSIONAIRE pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY shall be excess of and not contributing with the insurance provided by or on behalf of the CONCESSIONAIRE.

(e) Provision. Commercial general Liability required by this Agreement shall be provided on an occurrence rather than a claims made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONCESSIONAIRE, nor that of its employees or agents of liability from any obligation under this Agreement.

SECTION 13. TERMINATION OF AGREEMENT FOR BREACH.

(a) Material Breach: Any actions by CONCESSIONAIRE or any failure by CONCESSIONAIRE to perform any obligation hereunder which directly impairs or interferes with the cleanliness, safety, or favorable public image or reputation of Seminole County Parks shall be a material breach and shall entitle the COUNTY to terminate this Agreement and all rights arising hereunder upon fifteen (15) days written notice; provided that nothing herein shall preclude the COUNTY or its agents from taking any immediate necessary action to remedy dangerous or unsafe conditions, regardless of the impact upon the CONCESSIONAIRE. The parties agree that the COUNTY shall retain the right, through its Support Services Manager to determine whether any action or failure of CONCESSIONAIRE constitutes a material breach hereunder, any such determination shall be conclusive and shall be binding upon the parties hereto for the purpose of terminating the Agreement in accordance with the foregoing. For the purposes of this Agreement, if the CONCESSIONAIRE fails to provide required services for either three (3) consecutive days or six (6) days total during a season when leagues or

tournaments are conducted such failure shall be a material breach of this Agreement.

(b) Loss of Essential Licenses - Extraordinary Breach. The parties agree that the loss by CONCESSIONAIRE of any license or permit necessary to legal performance of its duties and obligations hereunder shall constitute an extraordinary breach of this Agreement and shall be grounds for immediate termination by the COUNTY. This provision shall apply specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection shall apply irrespective of the reason for loss or revocation of any necessary license permit.

(c) Unsatisfactory Performance. The parties agree that the COUNTY shall retain the right to demand performance which is in all ways satisfactory to it and the Parks Manager shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event CONCESSIONAIRE's performance hereunder is deemed unsatisfactory, the COUNTY shall have the right to terminate this Agreement and all rights and obligations hereunder. Upon delivery of fifteen (15) day's written notice to the CONCESSIONAIRE, notice of termination under this subsection shall provide such additional time for termination, discontinuance of operations, and vacation of facilities as deemed appropriate by the Director.

(d) Insolvency. The parties agree that the COUNTY shall have the right to immediately terminate this Agreement if CONCESSIONAIRE shall make an assignment for the benefit of creditors, or shall file a

petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the CONCESSIONAIRE under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of the CONCESSIONAIRE, or in the event that a receiver or trustee shall be appointed for the CONCESSIONAIRE or the interest of the CONCESSIONAIRE under this Agreement.

(e) Abandonment. In the event the CONCESSIONAIRE shall cease to operate the Concession awarded herein, or shall vacate or abandon the premises, with the exception of mobile units, or shall permit the same to remain vacant or unoccupied without the consent of the COUNTY, the COUNTY shall have the right to immediately terminate this Agreement.

(f) Termination Accounting.  In the event of termination under this Section, each party shall have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree, then the parties agree to submit to the jurisdiction of the Courts of Seminole County, Florida, for such determination. The parties agree that in any event, and regardless of the inability of the parties to agree as to the financial obligations of each to the other, the COUNTY shall be entitled to exclusive, free, and unobstructed use and possession of the Concessions areas, immediately after the period for termination notice as provided for above has passed.

SECTION 14. ADVERTISING. All permitted advertising by CONCESSIONAIRE, on site of the Concessions or CONCESSIONAIRE's services as it relates to this Agreement shall be approved by the Support Services Manager prior to use by CONCESSIONAIRE.

SECTION 15. UTILITY SERVICE. The COUNTY shall not provide water, electricity and sewer service to CONCESSIONAIRE's mobile unit.

SECTION 16. TAXES. The CONCESSIONAIRE shall pay any and all taxes or special assessments which may be levied or assessed upon the Concession leased hereunder. The CONCESSIONAIRE shall pay all taxes on its own personal property and leasehold. CONCESSIONAIRE shall be responsible for all sales taxes which may arise in connection with the operation of its business.

SECTION 17. TERMINATION FOR CONVENIENCE. Upon providing thirty (30) day advance written notice, the COUNTY may terminate this Agreement for convenience of the COUNTY.

SECTION 18. INSPECTION. The COUNTY shall have the right to inspect, as it deems necessary, any or all of the CONCESSIONAIRE's operations including plants or warehouses, and when accompanied by the CONCESSIONAIRE's representative, other sources preparing or supplying food, milk or beverage items, etc., to ensure full compliance with health and sanitation standards. Based upon inspections, the COUNTY may reject any food, milk, or beverage items, etc., not conforming to health sanitation standards. Food handling and related personnel must meet standards of cleanliness and neatness which are acceptable to the

Support Services Manager. All health and other regulations pertaining to food handling personnel shall be complied with.

SECTION 19. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement nor any interest arising herein, without the written consent of the other.

SECTION 20. SUBCONTRACTORS. CONCESSIONAIRE shall not enter into subcontracts for any of the services to be performed hereunder by him without the prior written consent of the COUNTY.

SECTION 21. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONCESSIONAIRE to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONCESSIONAIRE an employee of the COUNTY, and the CONCESSIONAIRE shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

SECTION 22. EMPLOYEE STATUS. Persons employed by the CONCESSIONAIRE in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 23. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreement sand negotiations between the parties relating to the subject

matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 24. WAIVER OF BREACH OR DEFAULT. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and duly signed by the parties.

SECTION 25. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Leisure Services Department
845 Lake Markham Road
Sanford, FL 32771



For CONCESSIONAIRE:

Too Smooth, LLC
5220 Red Bug Lake Road
Winter Springs, FL 32708

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 26. AMENDMENTS. COUNTY or CONCESSIONAIRE may request amendments that would increase, decrease, change or clarify any of the provisions of this Agreement. Such changes must be authorized by COUNTY in writing and duly signed by the parties.

SECTION 27. EQUAL OPPORTUNITY EMPLOYMENT. CONCESSIONAIRE agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 28. PUBLIC RECORDS LAW. CONCESSIONAIRE acknowledges COUNTY's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONCESSIONAIRE acknowledges that COUNTY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 29. GOVERNING LAW. This Agreement shall be governed by the Laws of the State of Florida.

[Balance of this page left intentionally blank;
Attestations on page 23 of 23]

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates written below.

TOO SMOOTH, LLC
D/B/A SMOOTHIE KING

Witness

Print Name

Witness

Print Name

By: _____
LESLIE PETRUZELLI, Owner

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AEC/lpk
8/10/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600706-09.doc

Attachment:
Exhibit "A" - Scope of Services
Exhibit "B" - Location List

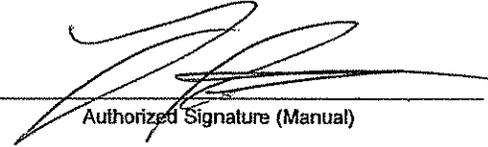
Section 1 – Scope of Services

Provide quality, consistent, affordable food and beverage services that meet the needs of our parks, programs and events, including but not limited to:

1. Attractive, sanitary and aesthetically pleasing vending carts and trailers.
2. Mobile concessions or units must be self-sufficient and self contained with regards to utilities (electric & water) and ice. All wiring and/or cording shall be concealed or arranged in a safe manner for patrons and employees traveling through the area.
3. Concession signage should be attractive and professional (typically no handwritten signage) with prices posted in plain view to patrons.
4. Ability to review and offer pricing and menu options with Parks & Recreation staff in order to best meet needs of particular programs and events
5. Varied and healthful menu including but not limited to fruit, sandwiches, salads, sports drinks, bottled water, specialty items such as coffees, snacks, desserts etc..
6. Ability to cater both large and small functions and events from BBQ's, luncheons, dinners, snack foods, boxed lunches etc.
7. Vendor is accountable and responsible for cleaning and trash removal of immediate area adjacent to concession location.
8. Ability to track and account for inventory and provide program/event reports back to Parks & Recreation Manager
9. Ability to commit to consistent attendance and representation at park locations inclusive of holidays, nights and weekends.
10. Service staff must meet background screening requirements as requested by Seminole County. Vendor shall supply all employees' names, social security numbers and addresses for the purposes of conducting background investigations.
11. Vendor is responsible for coordinating schedule with Park Supervisor.
12. Vendor shall provide a point of contact on-site for all programs/events for ease of communication with County staff.
13. Vendor shall report all accidents/incidents to the site supervisor.
14. Vendor shall not employ any permanent or temporary County staff member to provide service at any County location nor offer discounted prices to same.
15. Vendor may be allowed to sub-contract with other purveyors if approved in advance by Seminole County.
16. No alcoholic beverages or tobacco products may be sold under this agreement.

All Additional Concessionaire Responsibilities as defined in Section 6 of the draft agreement, Attachment "F":

Vendor should be aware that park participants may bring food items into the facility for their own consumption. These items may not be sold to the general public.

<p>SUBMIT PORPOSALS TO:</p> <p>Seminole County 200 W. County Home Road Sanford, Florida 32773 Attn.: PURCHASING AND CONTRACTS DIVISION</p>	<p>REQUEST FOR PROPOSAL</p> <p>and Respondent Acknowledgment</p>
<p>Contact: Tammy L. Roberts, CPPB Senior Procurement Analyst 407-665-7115 – Phone 407-665-7956 – Fax troberts@seminolecountyfl.gov</p>	<p>RFP No.:</p> <p>RFP-600706-09/TLR Park Concession Operations - Seminole County Parks</p>
<p>Proposal Due Date: July 15, 2009 Proposal Due Time: 2:00 P.M.</p>	<p>Location of Closing:</p> <p>Administrative Services, 200 W. County Home Road Sanford, Florida 32773</p>
<p>Respondent Name: <i>Smoothie King</i> <i>Leslie Petruzelli</i></p>	<p>Federal Employer ID Number or SS Number: <i>80-0138273</i></p>
<p>Mailing Address: <i>5220 Red Bug Lake</i> <i>Road</i></p>	<p>If returning as a "No Submittal", state reason (if so, return only this page):</p>
<p>City, State, Zip: <i>Winter Springs,</i> <i>FL 32708</i></p>	
<p>Type of Entity: (Circle one)</p> <p><input checked="" type="radio"/> Corporation Partnership Proprietorship Joint Venture</p>	<p>X  Authorized Signature (Manual)</p>
<p>Incorporated in the State of: <i>Florida</i></p>	
<p>Telephone Number: <i>407-774-5464</i></p>	<p>Typed Name: <i>Leslie Petruzelli</i></p>
<p>Toll Free Telephone Number: (800)</p>	<p>Title: <i>Owner</i></p>
<p>Fax Number: <i>407-774-1026</i></p>	<p>Date: <i>7/16/09</i></p>

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposal as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant understands the proposed work requirements.

To: Seminole County Parks and Recreation/Procurement

**Re: Too Smooth LLC, DBA Smoothie King Proposal for vendor
services**

Owner: Leslie Petruzelli

& Seth Petruzelli

5220 Red Bug Lake Road

Winter Springs, FL 32708

407-774-KING (5464)

SmoothieKingOrlando@gmail.com

1. Required Submittals

I, Leslie Petruzelli, owner and operator of my franchised Smoothie King, hereby acknowledge and understand all terms and conditions of the RFP # . I have been at my Seminole County location for almost a year and since this time I have never had any legal claims against myself or my business. I am current on all my necessary licenses including but not limited to, License from the Department of Agriculture, Sales Use Tax, and Occupational License.

I currently employ 10 team members including myself. My current staffing hours between the 10 people is at 190 hours per week. Our hours of operation are as follows:

Monday- Friday: 07:00am-10:00pm

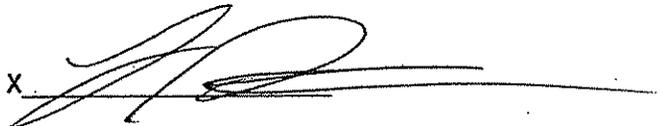
Saturday: 08:00am-10:00pm

Sunday: 10:00am-08:00pm

The total hours available to work is 300 per week. This figured is based on requests by my team members to work more hours and availability of the team members to do so.

Our objective is to give every person a well blended and good tasting smoothie to encourage return visits and the feel good response for choosing to spend their money with us. It is our mission to relentlessly help more and more people to achieve a healthier lifestyle. Our blended smoothies are fortified with vitamins and minerals that can be used as a meal replacement. Only the best all natural ingredients are used. Our customer service is outstanding and in today's economy we realize there are different food options and our goal is to win people over one experience at a time.

X.



Leslie Petruzelli

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[H](#)[Previous on List](#)[Next on List](#)[Return To List](#)[Events](#)[No Name History](#)

Detail by Entity Name

Florida Limited Liability Company

TOO SMOOTH LLC

Filing Information

Document Number L07000061942
 FEI Number 800138273
 Date Filed 06/12/2007
 State FL
 Status ACTIVE
 Effective Date 06/12/2007
 Last Event LC AMENDMENT
 Event Date Filed 01/30/2008
 Event Effective Date NONE

Principal Address

5220 RED BUG LAKE ROAD
 WINTER SPRINGS FL 32708 US

Changed 05/01/2008

Mailing Address

758 SENECA MEADOWS ROAD
 WINTER SPRINGS FL 32708 US

Registered Agent Name & Address

PETRUZELLI, LESLIE J
 758 SENECA MEADOWS ROAD
 WINTER SPRINGS FL 32708 US

Manager/Member Detail

Name & Address

Title MGRM

PETRUZELLI, LESLIE
 758 SENECA MEADOWS ROAD
 WINTER SPRINGS FL 32708 US

Annual Reports

Attachment A
VENDOR'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Vendors, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Vendor interested in said proposal; and that the undersigned executed this Vendor's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

Signature

Name & Title, Typed or Printed

5220 Red Bug Lake Rd.
Mailing Address

Winter Springs, FL 32708
City, State, Zip Code

(407) 774-5464
Telephone Number

Sworn to and subscribed before me

This 15 day of

July 20 09

[Signature]
Signature of Notary

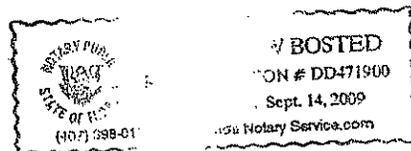
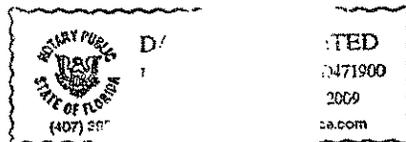
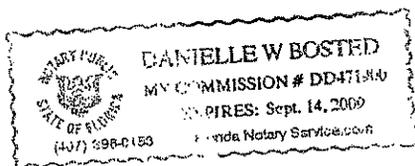
Notary Public, State of FL

Personally Known

-OR-

Produced Identification Drivers license

Type: _____



Attachment C
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Vendors must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: Smoothie King

Authorized representative (printed): Leslie Petruzelli

Authorized representative (signature): 

Date: 7-6-09

Project Number: RFP-600706-09/TLR

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment D
DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

Smoothie King does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Firm

Date

Smoothie King
7-6-09

We have been in business for over a year. Since this time I have never had any legal claims against myself or my business. I am current on all my necessary licenses including but not limited to, License from the Department of Agriculture, Sales Use Tax, and Occupational License.

I currently employ 15 team members including myself. My current staffing hours between the 15 people is at 190 hours per week. Our hours of operation are as follows:

Monday- Friday: 7:00am-9:00pm

Saturday: 9:00am-9:00pm

Sunday: 11:00am-7:00pm

Our objective is to give every person a well blended and good tasting smoothie and to encourage return visits and the feel good response for choosing to spend their money with us. It is our mission to relentlessly help more and more people to achieve a healthier lifestyle. Our blended smoothies are fortified with vitamins and minerals that can be used as a meal replacement or a healthy snack. Only the best all natural ingredients are used. Our customer service is outstanding and in today's economy we realize there are different food options and our goal is to win people over one experience at a time.

Our goal is to also bring this same philosophy, nutrition, and service to students currently enrolled in Orange County High Schools. We are healthy life advocates and love sharing our knowledge and quality products with our community.

References:

Jamie DeVivo (407)320-0352-Coordinator Food Services Seminole County School Board

I am currently a vendor through Seminole County High Schools. I pre-blend and deliver smoothies during lunch for local high schools. I have been doing so since September. I sell between 160-315 smoothies per school. It has been a great success. They are sold for \$3.00 cash only.

Rocco T. Aceto (321)282-2558- Trinity Prep Head Swim Coach

I blended smoothie on site for several swimming tournaments that were hosted at Trinity Preparatory School. This was approximately 7-8 months ago. We anticipate next swim season to be just as successful. We have already been invited back.

Maureen Steff (407)320-8750- Coordinator Food Services Winter Springs High School

Smoothies are pre-blended and sold during lunch every Thursday at Winter Springs High School.

We have already generated \$15,025.06 for Seminole County School board this school year. This money did not reflect a full school year of catering to every school. We started with Winter Springs High in September and didn't add the others until a few months later.

We have nine team members including myself that are available to cater and have done so in the past.

Leslie Petruzelli- Owner

Seth Petruzelli-Co-owner

Chanel Bendolph-Shift Leader

Mike Springham- Team Member

Danielle Bosted- Marketing/Catering Coordinator

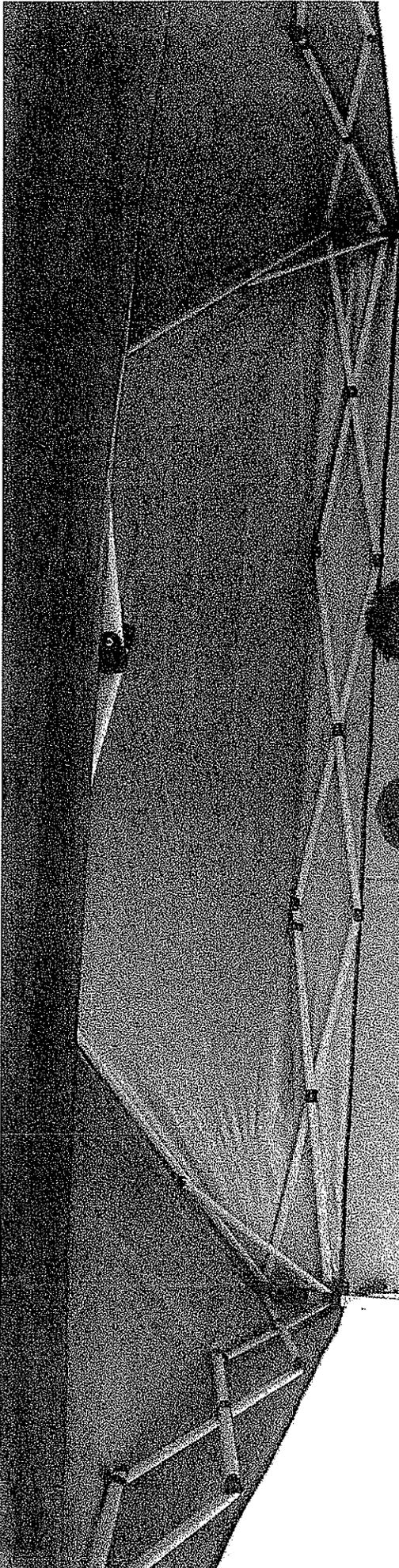
Jessica Wilson- Team Member

Tom Lawlor- Team Member

Mike Lee- Team member

Vanessa Serio- Team Member

Limited smoothies are offered on site at concession/catering stands. We offer the Caribbean Way smoothie which is strawberries, papaya, and bananas, and we alternate between a few others for the second choice. Some of them include; Pineapple Surf (pineapple, kiwi, strawberries), Strawberry Kiwi Breeze (strawberry, kiwi), and Strawberry Lemon Twist (lemon, strawberries, papaya). We sell a 20 oz smoothie for \$3.00 which is over a dollar less than in our store. You would receive 20% of everything sold at the parks, ie; chips, breads, muffins, cookies, or smoothies.



Smoothie King (upright)
Smoothie King (upright)
Smoothie King (upright)

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MENU

Smoothies \$3.00 for 12oz all natural

Caribbean Way

-Strawberry, Banana, Papaya

Pineapple Surf

-Pineapple, Banana, Papaya

Angel Food

-Strawberry, Banana

(Other smoothies will be available but we will carry 2-3 smoothies per event)

Drinks

Water \$1.50

G2 \$1.75

Juices \$1.75

Snacks

Chips \$1.50

Natural Breads \$2.00

Natural Cookies \$2.00

Section 5
Price Proposal

PROJECT: Mobile Concession at Seminole County Parks

COUNTY CONTRACT NO. RFP-600555-08/TLR

Name of Vendor: Smoothie King

Mailing Address: 5220 Red Bug Lake Rd.

Street Address: _____

City/State/Zip: Winter Springs, FL 32708

Phone Number: (407) 774-5464 FAX Number: (407) 774-1026

E-Mail Address: SmoothieKingOrlando@gmail.com

Pursuant to and in compliance with the Request for Proposals, Instructions to Vendors, and the other documents relating thereto, the undersigned Vendor, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform all of the Work required in connection with the required services, all in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the amount hereinafter set forth less user fees.

The undersigned, as Vendor, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Vendors" and elsewhere in the Contract Documents may result in a finding that the Vendor is non-responsive.

User Fee Payable:

User Fee paid to Seminole County is based on a percentage of gross receipts from sales of mobile unit food and beverage products less any applicable state sales taxes. List the percentage in the following paragraph.

For each and every month of the Agreement, the Vendor shall pay to the County a sum of money called User fee equal to Twenty percent (20 %) of Contractor's gross receipts from sales during each such calendar month or fractional calendar month from the mobile unit sales. For any additional fractional calendar month during the term, the Contractor shall pay the County a User fee computed as above based upon the gross receipts from sales during such fractional calendar month. The date the User fee is required will be determine after the Agreement is executed. The User Fee received after the agreed date shall bear interest at the rate of 1-1/2% per month from the date due until paid. Checks are to be made payable to the Board of Seminole County Commissioners.

IN WITNESS WHEREOF, VENDOR has hereunto executed this FORM this 6 day of July, 2009.

Smoothie King
(Name of VENDOR)

[Signature]
(Signature of person signing FORM)
Leslie Petruzelli
(Printed name of person signing FORM)
owner
(Title of person signing FORM)

Park Locations and Schedules

Vendors must be willing to work a flexible schedule based on programs, events and park hours.

Park Locations

1. Red Bug Lake Park, 3600 Red Bug Lake Road, Casselberry
 - a. Softball Leagues/Tournaments – 3 seasons: Fall, Winter/Spring, Summer (nights and weekends)
 - b. Soccer/Flag Football Leagues – 3 seasons: Fall, Winter/Spring, Summer (afternoons, nights, weekends)
 - c. Tennis Leagues/Tournaments – year-round program
2. Sylvan Lake Park, 845 Lake Markham Road, Sanford
 - a. Soccer/Turf Leagues/Events – 3 seasons: Fall, Winter/Spring, Summer (afternoons, nights, weekends)
 - b. Tennis Leagues/Tournaments – year-round program
 - c. Spring Sports Season – Lacrosse Training for three weeks (days, evenings)
3. Sanlando Park, 401 West Highland Street, Altamonte Springs
 - a. Tennis Leagues/Tournaments – year-round program
 - b. Seasonal Programs/Events – typically hosts high profile tennis tournaments
4. Other locations as deemed necessary (*Potential for passive parks and natural lands areas depending on program or event*)

Frequency - Potential Programs & Events

1. Softball Leagues/Tournaments
2. Soccer Leagues/Tournaments
3. Tennis Leagues/Tournaments
4. Seasonal Programs/Events – Holidays/Spring Break/Summer
5. Special Occasions and on an as needed basis
6. Timing includes from early morning 7am – 10pm, Monday through Sunday per scheduled programs and events.