

CONCESSION AGREEMENT – AMENDMENT #2
(Jonathan Dickinson State Park)

THIS AMENDMENT #2 TO CONCESSION AGREEMENT (“Amendment #2”) is entered into between the State of Florida Department of Environmental Protection (“Department”), a state agency, by and through its Division of Recreation and Parks (“Division”), 3900 Commonwealth Boulevard, Tallahassee, Florida 32399, and National and State Park Concessions Jonathan Dickinson, Inc. (“Concessionaire”), organized as a Florida Corporation, whose headquarters is located at 2801 Industrial Ave. 2, Fort Pierce, St. Lucie County, Florida 34946.

RECITALS

WHEREAS, on or about May 27, 2013, the Department and Concessionaire entered into a Concession Agreement (DEP Agreement No. CA-0415) (the “Concession Agreement”); and

WHEREAS, pursuant to the Concession Agreement, the Concessionaire agreed to provide certain goods and services at Jonathan Dickinson State Park (the “Park”), as such goods and services are more particularly described in the Concession Agreement; and

WHEREAS, the Concession Agreement, and all exhibits/attachments referenced therein (collectively, the “Agreement”), is incorporated in this Amendment #2 by reference.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Recitals:

The Recitals are true and correct and are incorporated herein by reference.

2. Modifications to the Agreement:

- a. Use of facilities, space and equipment: Item f of Paragraph 5 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“f. The boat launch area.”

- b. Compensation: The following language is deleted from Paragraph 23 of the Agreement:

“3. Funds collected on food consumed by the Concessionaire’s employees,”

- c. Notices: Paragraph 31 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“31. Notices. All notices and written communication between the Department and Concessionaire will be sent by electronic mail, U.S. Mail, a courier delivery service or delivered in person. Notices will be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by the recipient. All notices required by this Agreement will be in writing and will be delivered to the parties at the following addresses:

Concessionaire
Daniel W. Bobo, Vice President

Department
John Lakich

2801 Industrial Ave. 2
Fort Pierce, Florida 34946
dbobo@nspconcessions.com

Park Manager
16450 S.E. Federal Highway
Hobe Sound, Florida 33455
John.Lakich@dep.state.fl.us

With a copy to:
Chief, Bureau of Operational Services
3900 Commonwealth Boulevard, MS 535
Tallahassee, Florida 32399-3000
FPS.Concessions@dep.state.fl.us

The Concessionaire will inform the Department in writing within 30 days of any change to its name, business organization, ownership, address, Registered Agent, or other contact information. Either party may provide notice to the other party by email identifying a change of a designated contact person, or designating additional contact persons, and must provide the new contact information for any newly designated Agreement Manager or additional contact persons. Such notice is sufficient to effectuate this change without requiring a written amendment to this Agreement.”

- d. Agreement Managers: Paragraph 32 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“32. Agreement Managers. John Lakich, who can be reached by telephone at (561) 744-9814 or by email at John.Lakich@FloridaDEP.gov or his successor, is hereby designated as the Department's Agreement Manager. The Department may designate additional staff to perform Agreement Manager’s duties under this Agreement through notification as described in the Notices paragraph above. The Agreement Manager for the Concessionaire is Jack E. Bobo III, who can be reached by telephone at (321) 239-0658 or by email at jackbobo@nspconcessions.com. Such persons and information may be updated by either party, from time to time during the Term hereof, upon written notice to the other party.”

- e. Safety Plan: Paragraph 7. in Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the following language:

“7. Safety Plan:

The Concessionaire will provide a draft Safety Plan to be evaluated by the Department's Safety Officer and Department’s Agreement Manager. The Concessionaire will implement a final Safety Plan incorporating the Department's Safety Officer and Department’s Agreement Manager's comments. The Safety Plan will be revised at least once a year before the anniversary date, prior to the commencement of any new services, or as otherwise requested by the Department, and the Concessionaire will submit the proposed revision to the Department's Safety Officer and Department’s Agreement Manager for evaluation and approval. The Safety Plan will include guidelines for all aspects of the Concessionaire's operation, with special attention to traffic control, first aid, security, fire prevention, health safety and water related activities and equipment. A section of the Safety Plan will be devoted to Emergency Action, which will cover proper preparations and responses to all natural and human-caused emergencies.”

- f. Capital Improvements: Paragraph 7. in Exhibit B-2 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“The Concessionaire shall provide at least a total of \$371,000.00 in funding, allocated as more fully described herein, to pay for capital improvements for the purpose of enhancing the facilities at the Park per the following schedule:

- A. \$171,000.00 in Capital Improvements to be completed no later than June 30, 2014.
- 1) The Concessionaire shall complete the following:
 - a. Replace roof on the River Store Building (Building No. BL043074) with a standing seam metal roof. This Capital Improvement shall be completed no later than June 30, 2014.
 - b. Replace siding on the River Store Building (Building No. BL043074) with Hardie board material. This Capital Improvement shall be completed no later than June 30, 2014.
 - c. Upgrade the electrical system in the River Store Building (Building No. BL043074). This Capital Improvement shall be completed no later than June 30, 2014.
 - d. Construct a food and beverage garden immediately adjacent to the River Store Building (Building No. BL043074). This Capital Improvement shall be completed no later than June 30, 2014 and shall include:
 - i. Construction of an approximately 106 ft x 24 ft outdoor dining patio; flooring to consist of poured stamped concrete, patio stones or other similar material which shall be pre-approved, in writing, by the Department; decorative metal rail fence with planters placed between fencing sections.
 - ii. Installation of an appropriate number of tables and chairs
 - iii. Installation of a mobile kitchen unit.
 - 2) The Department recognizes completion of the above Capital Improvements.
- B. \$200,000.00 in Capital Improvements to be completed no later than September 30, 2022.
- 1) Conceptually agreed to Capital Improvements include, but are not limited to, a bathhouse/concession area at Camp Murphy.
 - 2) Specific projects shall be identified and agreed to in writing by both parties no later than December 31, 2021, unless the parties mutually agree to extend this deadline.”

3. Ratification:

Except as modified by this Amendment #2, the Agreement remains in full force and effect and is hereby ratified and confirmed. This Amendment #2 will be attached to the original Agreement. In the event of a conflict between the Agreement and this Amendment #2, this Amendment #2 will control. Henceforth, the term “Agreement” will collectively mean the Agreement, as amended by this Amendment #2.

4. Execution in Counterparts:

This Amendment #2 may be executed in two identical counterparts, each of which will be deemed an original. The two, executed, identical counterparts will constitute this Amendment #2. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the party executing (or

on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Any party transmitting an electronic signature will provide the inked original thereof to the receiving party, at the receiving party's request.

WHEREFORE, the parties hereto have caused this Amendment #2 to be executed as of the day and year last set forth below.

NATIONAL AND STATE PARK
CONCESSIONS JONATHAN
DICKINSON, INC.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Authorized Signature

By: 
Secretary's signature or designee

Printed Name: Daniel W. Bobo

Printed Name: Leslie Reed, Chief of Staff

Title: Vice President

Title: Chief of Staff

Date: 5/24/2021

Date: 06/14/2021