

# NOTICE TO BIDDERS



## Request for Proposal (RFP) Beach Concession

The City of Port Aransas is soliciting proposals from Concessionaires to sell City Beach Parking Permits and have the exclusive right to maintain and rent for hire Boogie Boards, Tubes, Floats, Beach Chairs, Beach Umbrellas, Cabanas and Beach games such as volleyball and horseshoes, and like beach items/equipment at the Beach. Sealed proposals will be received at the office of the City Secretary, City of Port Aransas, 710 W. Avenue A, Port Aransas, Texas 78373-4128 until ~~2:00 pm CST on Wednesday, January 8, 2025~~ **3:00 pm CST on Friday, January 10, 2025**. The City seeks unique, safe, high-quality vending opportunities from persons with business experience to complement the institutional mission to promote Port Aransas tourism and beaches, and to positively impact on the visitor experiences and park visitation rates. The City reserves the right to reject any or all bids.

Request for Proposal (RFP) is available on-line at [www.cityofportaransas.com](http://www.cityofportaransas.com) or at City Hall, 710 W. Avenue A, Port Aransas, Texas 78373-4128. Please contact Assistant City Manager/Finance Darla Honea at [dhonea@cityofportaransas.org](mailto:dhonea@cityofportaransas.org) or via telephone at (361) 749-4111 Ext. 212 for inquiries regarding submission of proposal. Staff will review proposals and make recommendations to the City Council who will make the final selection. Late, incomplete documentation, facsimile or email bids will not be considered. It is anticipated that proposals will be reviewed by Friday, January 10, 2025, and presented to the City Council for awarding at the Thursday, January 16, 2025 City Council Meeting. Firms submitting proposals must be present and available at the January 16, 2025, Council Meeting for either an oral presentation or to address the City Councils' questions as part of the evaluation process.

POSTED this 27th day of NOVEMBER 2024 on the bulletin board at Port Aransas City Hall, 710 W. Avenue A, Port Aransas, Texas and on the webpage [www.cityofportaransas.org](http://www.cityofportaransas.org). TIME: 5:00 p.m. PUBLISHED in The South Jetty in the Thursday, November 28, 2024, and December 5, 2024, editions.

CITY OF PORT ARANSAS, TEXAS

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Francisca Nixon, City Secretary



# CITY OF PORT ARANSAS, TEXAS

## Request for Proposal – Beach Concession

The City of Port Aransas (hereinafter referred to as ‘City’) is soliciting proposals from Concessionaires (hereinafter referred to as ‘Concessionaires’) to sell City Beach Parking Permits and have the exclusive right to maintain and rent for hire Boogie Boards, Tubes, Floats, Beach Chairs, Beach Umbrellas, Cabanas and Beach games such as volleyball and horseshoes, and like beach items/equipment at the Public Beach on Mustang Island. The City seeks unique, safe, high-quality vending opportunities from persons with business experience to complement the institutional mission to promote Port Aransas tourism and beaches, and to positively impact the visitor experiences and park visitation rates.

**Proposal Submission Date:** The City will accept proposals until ~~2:00 pm CST on Wednesday, January 8, 2025~~ **3:00 pm CST on Friday, January 10, 2025**. The City reserves the right to reject any or all proposals submitted. Firms submitting will be asked to make an oral presentation as part of the evaluation process to the Council at the January 16, 2025 meeting. Staff will review proposals and make a recommendation to the City Council who will make the final selection. Late, incomplete documentation, facsimile or email bids will not be considered. It is anticipated that proposals will be presented to the City Council for awarding at the Thursday, January 16, 2025 Regular City Council Meeting.

**Contact Information:** Sealed proposals should be addressed to Francisca Nixon, City Secretary, and hand-delivered or mailed to: 710 W. Avenue A, Port Aransas, Texas 78373-4128. Please direct inquiries about submission to Assistant City Manager/Finance Director Darla Honea at [dhonea@cityofportaransas.org](mailto:dhonea@cityofportaransas.org) or via telephone at (361) 749-4111, Ext. 212.

**Minimum Criteria for Participation:** Successful bidder will be expected to obtain a tax ID number and to provide liability insurance (if selected). Concessionaire will pay to the City a minimum of ten (10%) percent of all rental income, exclusive of Beach Parking Permits. Proposals may provide for a greater percent of payment to the City. Additional requirements (sample contract agreement) for vendors can be found in the “Concessionaire Information Packet” on the City’s website at [www.cityofportaransas.org](http://www.cityofportaransas.org). The City is an Equal Opportunity Employer and encourages the participation by local, underutilized and minority business.

**City of Port Aransas:** The City is responsible for the management and maintenance of Mustang Island Beach. There are eighteen miles of uninterrupted and unique public shoreline, open for street legal vehicles. In addition, the City works with the Port Aransas Chamber of Commerce and Tourist Bureau ([www.portaransas.org](http://www.portaransas.org)) for promoting Mustang Island Beach as a destination for visitors to enjoy. As such, the City seeks events that will have a positive impact on beach park visitation and hotel occupancy, while enhancing Port Aransas’s image as a unique tourist destination.

**Venue Overview:** Mustang Island Beach is open year around. Hours of operation for

Concessionaire shall be from 8 am to sunset, weather conditions permitting from May 1 through Labor Day Weekend, and after Labor Day weekend hours required to operate are from Noon on Friday to Sunday at noon on all weekends in September, and during Spring Break and Sandfest of each year. Concessionaire shall have the right to operate during other months if he so desires. Several large-scale events including the Texas Sand Fest and several sporting events are hosted on the Beach throughout the year.

The City requires a \$12.00 permit (which price may periodically be changed by the City Council) to park along the beaches. This includes the area from Marker (0) to Marker (62) except in the free parking area. Free Parking areas include between the Jetties and Horace Caldwell Pier and between Markers 52-58. The following represents historical economic indicators for the City. These numbers do not reflect a total number of visitors as the Beach Parking Permit charges on a per-car, as opposed to a per-person, basis.

| Thru September                       |  | 2023-24             | 2022-23      | 2021-22     |
|--------------------------------------|--|---------------------|--------------|-------------|
| Hotel Occupancy Tax Collections      |  | \$10,157,498        | \$10,527,708 | \$9,591,925 |
| Sales Tax                            |  | \$2,583,393         | \$2,573,735  | \$2,536,729 |
| Beach Parking Permits Sold City-Wide |  | 153,451 thru<br>Nov | 158,529      | 153,665     |

A total of four (4) rental sites are authorized, but a minimum of two (2) must be in operation at all times during the term of Agreement. Those four (4) authorized locations are: (1) Access Road 1; (2) Access Road 1A; (3) on the Beach across from the Sandcastle Condominiums; (4) on the Beach at Avenue G or any other site as proposed. Map is attached hereto.

**Vendors Proposal Requirements:** Vendor proposals must contain the following information:

1. Name of Business/Entity Submitting Bid;
2. Name of Business Owner;
3. Mailing Address/Physical Address;
4. Telephone/Cell Phone Number;
5. Email Address;
6. Rental Rate Schedule that Bid is Being Submitted For said Concessionaire Agreement; and
7. Offer/Bid Rental Income – minimum of 10% of all rental income, exclusive of Beach Parking Permits. Proposal may provide for a greater percent of payment and include additional items that concessionaire may feel will make their proposal more competitive.
8. Offer/Bid Beach Parking Permits Income - As compensation for actively selling Beach Parking Permits, Concessionaire may be entitled to retain a maximum of \$1.00 of the cost of the existing retail price (which price may be periodically be changed by the City Council) for Beach Parking Permits sold from the allowable four designated business locations. Concessionaire may be entitled to retain a maximum of \$2.00 of the cost of the existing retail price (which price may be periodically be changed by the City Council) for Beach Parking Permits sold from a mobile unit.

**Requirements for Submission:** Please include a completed vendor bid form. Late, incomplete documentation, facsimile or email bids will not be considered.

**Evaluation Criteria:** Concessionaire Agreements will be awarded according to the bidder whose

proposal has the best potential to fulfill the City's desire to increase park visitation and/or hotel occupancy. Additional criteria will include: annual rate, desirability of target demographic, concessionaire's level of experience, aesthetics, references, image compatibility and other requirements.

**Final Selection:** The City Council is expected to select a Concessionaire(s) based on the recommendation of staff. It is anticipated that a firm will be selected and notified by January 17, 2025.

**Right to Reject Proposals:** Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right without prejudice to reject any or all proposals.

## Vendor Proposal Requirements

The City of Port Aransas does not discriminate on the basis of race, color, national origin, sex, religion, age, mental or physical disabilities, veteran/reserve/national guard or any other similarly protected status in employment or the provision of services. We comply with all applicable laws governing employment practices and do not discriminate on the basis of any unlawful criteria.

# 2025-26 REQUEST FOR PROPOSAL BEACH CONCESSIONAIRE

## Vendor Bid Form

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Name of Business/Entity Submitting Bid

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Name of Business Owner(s)

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Name of Business Owner(s)

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Business Mailing Address

City/State/Zip Code

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Business Physical Address

City/State/Zip Code

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Business Telephone No.

Business Cell No.

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Business Email Address

Business Website Address

## ATTACHMENT EXHIBIT A

PLEASE SEE ATTACHED SAMPLE AGREEMENT

## Vendor Bid Form

### Rental Rate Schedule

Business Name: \_\_\_\_\_

| Equipment Description | Deposit Required | Hourly Rate | 3-Hour Rate | Daily Rate | Minimum Quantity | Number Provided |
|-----------------------|------------------|-------------|-------------|------------|------------------|-----------------|
|                       |                  |             |             |            |                  |                 |
| Boogie Boards         |                  |             |             |            | 20               |                 |
| Tubes                 |                  |             |             |            | 20               |                 |
| Floats                |                  |             |             |            | 100              |                 |
| Beach Chairs          |                  |             |             |            | 150              |                 |
| Shade Structures      |                  |             |             |            | 50               |                 |
| Cabanas               |                  |             |             |            | 20               |                 |
| Beach Games           |                  |             |             |            | 10               |                 |
| Volleyball            |                  |             |             |            |                  |                 |
| Horseshoes            |                  |             |             |            |                  |                 |
| Corn Hole             |                  |             |             |            |                  |                 |
| Other                 |                  |             |             |            |                  |                 |
| Other                 |                  |             |             |            |                  |                 |
|                       |                  |             |             |            |                  |                 |

### Offer/Bid

1. As consideration for the rights and privileges granted, Concessionaire shall pay to the City, 10% or \_\_\_\_\_ of the entire, gross monetary receipts of the business, exclusive of sales taxes required to be collected and exclusive of proceeds collected for the sale of Beach Parking Stickers. Proposal may provide for a greater percent of payment and include additional items that Concessionaire may feel will make their proposal more competitive.

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2. As compensation for actively selling Beach Parking Permits, Concessionaire agrees to retain a maximum of \$1.00 or \_\_\_\_\_ of the cost of the existing retail price sold from the allowable four designated business locations and a maximum of \$2.00 or \_\_\_\_\_ of
3. the cost of the existing retail price for Beach Parking Permits sold from a mobile unit. Proposal

may provide for a lesser dollar amount retained by Concessionaire and include additional items that Concessionaire may feel will make their proposal more competitive. \_\_\_\_\_

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4. OTHER CONSIDERATIONS (Please add additional pages as needed): \_\_\_\_\_

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Signed: \_\_\_\_\_

Date: \_\_\_\_\_



# Beach Concession Agreement

## SAMPLE AGREEMENT

### Article I. Date and Definitions

#### Date

The date of this Agreement is *(Beginning of award entered here)*

#### Definitions

The words hereinafter in this section listed shall, when used herein, have the definitions hereinafter set forth with respect to each:

Public Beach means the area on the gulf side of Mustang Island adjacent to the waters of the Gulf of Mexico between the water and the line of vegetation and extending from the Southern-most City Limit Line of Port Aransas to the Southern-most limit of the Nueces County/Port Aransas Public Park.

City means the City of Port Aransas, Texas.

Concessionaire means *(name of awarded entity entered here)*

### Article II. Parties

The parties to this Agreement are the City of Port Aransas and Concessionaire.

### Article III. Grant, Term and Renewal

#### Grant/Original Term

Pursuant to Section 18.51 of the Code of Ordinances of the City of Port Aransas, and subject to the terms and conditions below expressed, and for the consideration below stated, the City hereby grants to Concessionaire for the period beginning February 1, 2025 and ending December 31, 2026, the exclusive right to maintain and rent for hire the following:

1. Boogie Boards;
2. Surf Boards;
3. Tubes;
4. Floats;
5. Beach Chairs;
6. Shade Structures;
7. Cabanas;
8. Beach games such as volleyball, horseshoes, Corn Hole and like items.

\*Display location and number of rental items on site may be limited by the City Manager.

**\*\* The sale of any items is strictly prohibited**

## Article IV. Locations

Concessionaire is authorized to occupy a total of four (4) sites with the below referenced occupancy beach widths, but a minimum of two (2) rental sites must be in operational at all times during the term of this Agreement. Those four (4) authorized locations are:

1. Access Road 1 – 200' centered on road;
2. Access Road 1A - 200' centered on road;
3. Sandcastle Drive – 100' centered on road; and
4. On the Beach at Avenue G – 250' total width (area in front of red no parking bollards)

This includes the area from Marker 0 to Marker 62 except in the free parking area. Free Parking Areas include between the Jetties and Horace Caldwell Pier and between Markers 52-58. Due primarily to the traffic hazard which would be presented by allowing a beach rental business to traverse the beach while doing business, the Concessionaire has been assigned specified locations on the beach from which to transact business. Said locations may be changed by the City Council at any time for good cause, provided the replacement location is reasonably comparable to the originally assigned location. Concessionaire shall not move from any assigned location. However, it is understood that in the conduct of his business Concessionaire will, as a necessity, traverse the beach for the limited purposes of putting out and picking up equipment. Concessionaire may also traverse the beach to sell City Beach Stickers but may not rent or sell other items from a mobile unit. In the event of an emergency involving public safety the Police Chief or City Manager may order a Concessionaire to take such actions as are reasonably necessary to meet such emergency for so long as such emergency situation exists. Such actions may include, but are not necessarily limited to, moving the business off of the beach or moving it to another location thereon. A Concessionaire is bound to comply with all such orders.

## Article V. Period and Times of Operation

Hours of operation for Concessionaire shall be from 8 am to sunset, weather conditions permitting from May 1 through Labor Day Weekend, and after Labor Day weekend hours required to operate are from Noon on Friday to Sunday at noon on all weekends in September, and during Spring Break and Texas SandFest of each year. Each year the City Manager shall designate the period of time known as and referred to herein as Spring Break. Concessionaire shall have the right to operate during other months if he so desires. In no event shall any business establishment remain open for business outside the hereinabove prescribed hours.

## Article VI. Equipment

Concessionaire shall keep available for rental at the least the following:

| EQUIPMENT DESCRIPTION | QUANTITY |
|-----------------------|----------|
| Boogie Boards         | 20       |
| Tubes                 | 20       |
| Floats                | 100      |
| Beach Chairs          | 150      |
| Beach Umbrellas       | 50       |
| Cabanas               | 20       |
| Beach Games           |          |
| Volleyball            | 4        |
| Horseshoes            | 10       |

|                                               |    |
|-----------------------------------------------|----|
| Corn Hole                                     | 10 |
| Other (ladderball Bucketball, Washers , etc.) | 10 |

**\*Note – no minimum quantify provided**

Concessionaire warrants and agrees that all equipment used by Concessionaire in carrying on the business hereunder is and shall be of good quality, attractive, sound, and safe for its intended use and that he shall maintain said equipment in such condition throughout the term of this agreement. No other equipment may be offered for rental except that which is above described. However, the Concessionaire may keep a greater quantity than the minimums prescribed of any allowed equipment.

## **Article VII. Rental Rates**

Concessionaire shall charge only the rental rates for the equipment which are set forth with respect to each type of equipment on the Rental Rate Schedule as listed in attached RFP shown as Schedule A.

Concessionaire shall not allow the use of any equipment or facility, or furnish any service to any person without collecting the then current established monetary charge therefore.

## **Article VIII. Employee and Service Standard**

Concessionaire shall keep open for business with a sufficient number of employees, none of whom shall be under sixteen (16) years of age, to reasonably serve the patrons thereof during such hours as his business is required to be operated in each day, See Article V. All of Concessionaire's employees and agents who come into contact with the public shall be well and cleanly dressed in attire approved by the City while on duty, shall be courteous to members of the general public, and shall furnish good, orderly, prompt and efficient service to the public. Concessionaire will not, on grounds of age, handicap, sex, race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner.

Concessionaire will enough staff to fulfill the period of times of operation with the required mandate of a roaming golf cart during all periods of required operation.

## **Article IX. Advertising**

Concessionaire shall be permitted to place a sign or signs at each location of his business on the public beach. Any such sign will be limited to those required for establishment identification and those of a functional need. Design and placement of signs must be approved by the City in advance. Concessionaire shall not employ or use callers, or criers, or mechanical devices, creating any noise for the attraction of patronage, nor shall he erect or maintain any sign or any other advertisement not previously approved by the City. City shall have the right at any time to require Concessionaire to remove, paint, or repair any of the signs allowed. Should Concessionaire not remove, paint, or repair said signs within ten (10) days of demand thereof in writing, the City may fulfill its demands and charge the expense of same to Concessionaire and Concessionaire shall pay said sums on demand.

## **Article X. Removal of Equipment from Beach Each Day and Maintenance of the Beach**

At the end of each day of business Concessionaire shall remove from the public beach, within 30 minutes after sunset, all equipment, goods, supplies, trailers, vehicles and all other personal property used by Concessionaire in the conduct of his business. Concessionaire shall, throughout the day, keep the beach clear of all litter and refuse generated by his business and at the end of each day shall leave the beach in such condition.

## **Article XI. Insurance, Liability for Damage and Injury, Hold Harmless and Indemnity**

Concessionaire assumes and agrees to indemnify and hold the City harmless from all liability resulting from or in any way connected with the installation and operation of Concessionaire's business. Concessionaire shall indemnify and forever save harmless the City, its officers, agents and employees, from any and all lawsuits, claims, demands, liabilities, losses, and expenses (including, but not limited to, court costs, attorney's fees, and expert witness fees) for or on account of any injury to any person, or death at any time resulting from such injury, or damage to any property, which may arise or which may be alleged to have arisen out of or in connection with any activity by the Concessionaire, its agents, employees, or independent contractors pursuant to this Agreement. Concessionaire shall secure and maintain at Concessionaire's expense, with insurance companies and in a form approved by the City in advance, automobile and non-automobile liability insurance for bodily injury with limits of no less than \$500,000.00 per person and \$500,000.00 per occurrence and automobile and non-- automobile liability insurance for property damage with limits of no less than \$100,000.00 and shall provide the City at any time requested with proof satisfactory to the City that said insurance is in effect. The City shall be named as an additional insured on said liability policies, and the Concessionaire shall provide current certificates of such insurance to the City at all times during this Agreement. During the term of this Agreement, the Concessionaire will maintain Worker's Compensation Insurance for all of its employees. City shall not be liable to Concessionaire for indemnity or otherwise for any injury to, or death of any person, or for any damage to any property caused by the City, or any of its officers, agents or employees in the maintenance or operation of the beach, or caused by any person using said beach, or navigating any vehicle over said beach, whether such injury, death or damage is due to negligence or otherwise, all claims for any such injury, death or damage being hereby expressly waived.

## **Article XII. Financial**

### **Section 12.01 Concession Percentage Payment**

As consideration for the rights and privileges hereby granted to him, Concessionaire shall pay to the City at City Hall in the City of Port Aransas, Texas, money of the United States equivalent to xxx% of the entire, gross monetary receipts of the business conducted by him hereunder, exclusive of sales taxes required to be collected by him and exclusive of proceeds collected by him for the sale of City Beach Parking Stickers.

### **Section 12.02 Payment Each Week**

Concessionaire, at or before 4:00 o'clock pm of each Monday, shall account for, and pay to the City, the total amount of money due the latter upon Concessionaire's total gross receipts during the immediately preceding week.

### Section 12.03 Late Fee and Interest

Time is of the essence in the making of all monetary payments to be made by Concessionaire to City. No payment which is tendered after its due date as specified herein need be accepted by the City. In the event City accepts a late payment made more than ten (10) days after its due date Concessionaire shall owe, in addition to such payment, as a late payment charge, a sum of money equal to ten (10%) percent of the amount of the required payment. All payments due hereunder, except the late payment charge, shall bear interest from their due date until paid at the rate of eighteen (18%) percent per annum. Said interest shall be in addition to the late payment charge aforesaid.

### Section 12.04 Lien to Secure Payment

Title to all equipment, goods and other personal property placed by Concessionaire upon the beach shall remain in him, but City shall have, and is hereby given and granted, a lien and security interest on the same to secure the payment of any and all amounts of money which may become due or owing to the City hereunder. Concessionaire shall, on demand by City, sign one or more Financing Statements evidencing such security interest and lien. City shall, as secured party, have all the rights of a secured party as set forth in Texas Business and Commerce Code.

### Section 12.05 Records and Books

Concessionaire shall use a method of revenue control satisfactory at all times to the City, and shall keep books of account, with records of his operations, and shall establish a system of bookkeeping and accounting approved by, and satisfactory to, the City, and shall permit inspection and copying of all such books and records by the City, or its authorized representatives at any reasonable time.

## **Article XIII. Beach Parking Permits**

Concessionaire shall, as part of the consideration given by him for the concession hereby granted, at all times while his business is in operation or required to be in operation, sell to the general public official City Beach Automobile Parking Permit, at the prevailing price then in effect as dictated by the City Council to be charged the public for stickers by all persons and entities selling such stickers (which price may be periodically changed by the City Council), out of each location assigned for the conduct of his business on the public beach. Concessionaire shall always keep a sufficient supply of stickers on hand to insure that he never runs out of stickers at any of his business locations. Concessionaire shall pay the City at or before 4:00 o'clock pm of each Monday, the total amount of money due for sales during the immediately preceding week at a discount price of ONE (\$1.00) DOLLAR off of the existing retail price (which price may periodically be changed by the City Council) for permits sold from the allowable four designated business locations and a discount price of TWO (\$2.00) DOLLARS off of the existing retail price (which price may periodically be changed by the City Council) for permits sold from a mobile unit. The terms and provisions of Section 3 and 4 of Article XII above shall be applicable to payments due under this Article XIII.

## **Article XIV. Termination**

City shall have the right on notice to Concessionaire to declare this Agreement terminated, this grant at an end and all rights and privileges of Concessionaire hereunder forfeited immediately, without prior notice of intent to exercise such option being given to Concessionaire, if any one of the following occurs:

1. Concessionaire fails to pay, when due, in full, any sum of money due to City hereunder;
2. Concessionaire shall fail to have his business open and actively operating for a total of five (5) days (whether full days or portions of days so long as they cumulate to five full days) during the original or any renewal term of this Agreement, providing such cessation of business shall not have been

due to windstorm, hurricane, or other acts of God rendering it impossible to operate the business on the public beach;

3. Concessionaire engages in any conduct or omits to do something in violation of this Agreement which Concessionaire has done or failed to do before and with respect to which Concessionaire has been given one or more prior warnings or notices by the City of its dissatisfaction with said violation, and of its intent to declare a forfeiture in the event said violation reoccurs; or
4. Concessionaire, after having been given written notice of his violation of any term or provision hereof, fails, within 48 hours after the giving of the notice, to remedy such violation.

## **Article XV. Miscellaneous**

### **Section 15.01 No Assignment**

Concessionaire shall not transfer, assign, encumber or sublet this grant, or any right or privilege.

### **Section 15.02 Severance**

If, for any reason, any section, paragraph, subdivision, clause, phrase, word, or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a Court of Law, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Agreement for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word, or provision hereof shall be given full force and effect for its purpose.

### **Section 15.03 Independent Contractor**

Concessionaire is and shall be an Independent Contractor hereunder. Concessionaire is not the agent or representative of the City for any purpose whatsoever.

### **Section 15.04 Compliance with Laws**

Concessionaire, in the operation of his business, shall comply with all laws, rules and lawful regulations of the United States, and agencies thereof, and of the State of Texas and City of Port Aransas.

### **Section 15.05 Non-Waiver**

No failure or successive failures, on the part of City to enforce any covenant or agreement, and no waiver or successive waivers on its part of any condition, agreement, covenant or provision herein, shall operate as a discharge thereof or render the same invalid, or impair the right of the City to enforce the same in the event of any subsequent breach or breaches. The acceptance of payments by the City shall not be deemed a waiver by it of any earlier breach by the Concessionaire, except as to such covenants and conditions as may relate to the payment so accepted.

### **Section 15.06 Attorney's Fees**

Any legal action undertaken by the City to collect for any damages growing out of this Agreement or to enforce the provisions of this Agreement in any way shall include as a remedy, recovery of expenses of such legal action, including, but not limited to, court costs, attorney's fees, expert witness fees, and the like.

### Section 15.07 Integration

This document represents the full and complete agreement between the parties superseding any and all prior agreements hereto and is entered into between them voluntarily. They have read and are familiar with the terms and conditions set forth herein.

### Section 15.08 Continuing Compliance

Concessionaire will, at any reasonable time required by the City, provide the City with proof, satisfactory to the City, of Concessionaire's continuing compliance with all provisions of this Agreement.

### Section 15.09 Activity Injurious to Health, Safety, or Welfare

Concessionaire shall not engage in any activity while on the beach which adversely affects the health, safety or welfare of the public.

**Date effective set forth under Article I.**

**CITY OF PORT ARANSAS, TEXAS**

**VENDOR**

\_\_\_\_\_  
David Parsons, City Manager

\_\_\_\_\_  
Vendor Name

**ATTEST:**

\_\_\_\_\_  
Francisca Nixon, City Secretary

Approved by City Council on