

**RESTAURANT LEASE AND MANAGEMENT AGREEMENT
OF THE CLUB 19 RESTAURANT AT THE PEMBROKE LAKES GOLF CLUB**

THIS RESTAURANT LEASE AND MANAGEMENT AGREEMENT ("Agreement"), dated this 18th day of May 2015, by and between:

CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY;"

and

RESTAURANT CLASSIC KITCHENS, a Florida Corporation, with a business address of 510 NW 158th Avenue, Pembroke Pines, Florida 33028, hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR are each a "Party" and may hereinafter be referred to collectively as "the Parties."

W I T N E S S E T H

WHEREAS, CITY is the owner of real property known as the Pembroke Lakes Golf Course ("Golf Course"), which is located at 10500 Taft St, Pembroke Pines, Florida 33026, as more specifically described or indicated/illustrated in **Exhibit "A,"** which includes a restaurant on the Golf Course premises named **Club 19 Restaurant** (the "Restaurant"); and

WHEREAS, CITY, through its Recreation and Cultural Arts Department, advertised its notice to bidders for the management and operation of the Club 19 restaurant (RE-14-04), with the notice attached hereto and incorporated herein as **Exhibit "B"** of this Agreement; and

WHEREAS, CONTRACTOR submitted a response to RE-14-04 on February 3, 2015 (the "Response"), which is attached hereto and incorporated herein as **Exhibit "C"** of this Agreement; and

WHEREAS, on April 1, 2015, after consideration of all qualified responses to the bid, CITY awarded the bid to CONTRACTOR to manage and operate the Restaurant for an initial period of five (5) years, with additional renewal options as described below, and subject to the terms and conditions of this Agreement, based upon its Response; and

WHEREAS, CONTRACTOR has represented and warrants to CITY that it has the necessary experience and qualifications to manage, operate, market, advertise, staff, clean, keep secure, and provide routine maintenance of the Restaurant, its bar, and its patio area, for daily service and for special events as needed; and

WHEREAS, CONTRACTOR and CITY agree that CONTRACTOR shall use reasonable

efforts to generate revenues sufficient to cover expenses of the Restaurant and produce quality food and beverage products; and

WHEREAS, the Parties to this Agreement wish to memorialize their intent to enter into this business relationship, whereby CITY will manage the Golf Course, and CONTRACTOR will manage and operate Restaurant; and

WHEREAS, notwithstanding all terms and conditions herein, CONTRACTOR agrees that it is responsible to obtain all required permits and licenses prior to commencement of operations at the Restaurant or on the Golf Course.

NOW THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 RECITALS

1.1 The above recitations are true and correct and incorporated herein by this reference.

2.0 TERM OF AGREEMENT

2.1 This Agreement will take effect upon execution and will continue for a period of five (5) years, commencing on June 1, 2015 at 12:00 a.m. ("Commencement Date") and concluding on May 31, 2020 at 11:59 p.m. ("Concluding Date").

2.2 CITY shall notify CONTRACTOR within one hundred eighty (180) days of the Concluding Date whether it wishes to offer CONTRACTOR an option to renew the term for an additional two (2) years ("First Renewal Term"). Thereafter the Parties shall execute an Amendment to this Agreement incorporating the new term as an additional term superseding this Agreement, as well as any additional terms the Parties agree upon prior to the First Renewal Term.

2.3 CITY shall notify CONTRACTOR within one hundred eighty (180) days of the Concluding Date of the First Renewal Term whether it wishes to offer CONTRACTOR an option to renew the term for an additional two (2) years ("Second Renewal Term"). Thereafter the Parties shall execute a Second Amendment to this Agreement incorporating the new term as an additional term superseding this Agreement, as well as any additional terms the Parties agree upon prior to the Second Renewal Term.

2.4 Within one hundred eighty (180) days of the Concluding Date of the Second Renewal Term, the Parties may then confer and discuss any additional renewal terms and conditions for the operation and management of the Restaurant, with CITY holding the sole and exclusive option to again open negotiations for or to offer to CONTRACTOR a new renewal term.

2.5 CITY's decision whether to offer CONTRACTOR the option to renew the lease to manage and operate the Restaurant shall be based on a variety of factors, including but not limited to:

patron comments, results of any food inspection by a State or Federal agency, periodic inspection and evaluation by CITY's Recreation and Cultural Arts Department staff or any other CITY staff, CITY's financial condition to continue operation of the Golf Course, any changes in law as to the management or operation of a Restaurant on Golf Course, the transfer of the Golf Course by real estate transaction to a third party, and actions either consistent or inconsistent by CONTRACTOR with the terms and conditions of this Agreement.

3.0 RESPONSIBILITIES OF CONTRACTOR

3.1 CONTRACTOR will operate the Restaurant, seven (7) days a week. The space will be available to the CONTRACTOR from 6:00 a.m. to midnight. CONTRACTOR will provide morning counter service daily from 8:00 a.m. until 11:30 a.m. CONTRACTOR shall provide full bar service seven days a week from 11:00 am to 8:00 p.m. during the summer season (May through October) and 11:00 a.m. to 6:00 p.m. during the winter season (November through April). Lunch service shall be provided daily from 11:30 a.m. to 3:00 p.m. Sunday brunch will be an option to lunch service during the winter season (November through April). CONTRACTOR shall have the option to serve dinner. All breakfast and lunch functions will be held inside the Restaurant and will be handled by the CONTRACTOR's food and beverage staff. All golf tournaments and member functions involving food and beverage service will also be handled by CONTRACTOR.

3.2 CONTRACTOR may offer the Restaurant's banquet hall for rental and shall coordinate catering for all functions and parties scheduled. CONTRACTOR will be responsible for cleaning the interior of the "Clubhouse" building including the front lobby entrance, lobby corridor and all windows.

3.3 The CONTRACTOR will be allowed to provide alcoholic beverages to the general public for consumption within the confines of the food service concession facility only. Alcoholic beverage sales are to be restricted within the guidelines established by all State and Local agency laws, license agreements, and permits. All permits conditions and insurance associated with the sale of alcoholic beverage is the sole responsibility of the CONTRACTOR and subject to continued operation of Restaurant by CONTRACTOR. The CITY currently holds a liquor license for this facility. The proposer may be allowed to use the CITY's license provided the proposer does not have any felony convictions. The CITY shall require the CONTRACTOR to submit quarterly reports to the City Manager on CONTRACTOR's compliance with the 4COP license.

3.4 Required Financial Accounting. The CONTRACTOR shall maintain a system of accounting for any and all earnings, receipts, fees, and income whatsoever growing out of the operation of said Restaurant and any activity conducted thereon and be prepared to submit accurate records of all transactions. The CONTRACTOR shall utilize and maintain the current Point of Sale System, Micros, and provide receipts to customers for all goods and services sold in the Restaurant. The CONTRACTOR shall keep and maintain all required financial records in accordance with CITY's policies and procedures while utilizing accounting procedures compatible with the CITY's financial system.

3.5 Taxes, Licenses, and Permits. CONTRACTOR is solely responsible for the collection and

remittance of sales tax and other applicable taxes on food, drinks, and services. CONTRACTOR will also be responsible for obtaining all applicable licenses and permits from the State of Florida and the City of Pembroke Pines. The CITY's authorization granted to CONTRACTOR to operate Restaurant in no way constitutes approval for these licenses and permits. CONTRACTOR will provide the services stated herein as an independent contractor and not as an employee of CITY, which is further described in this Agreement

3.6 Menu. The Restaurant's menu items shall be consistent with the menus presented in the CONTRACTOR's Response to the RFP, attached hereto and incorporated as Exhibit "C".

3.7 Subleasing. CONTRACTOR is prohibited from transferring ownership or sub-leasing a food service concession/facility or any portion of the food and beverage agreement without written approval from the CITY.

3.8 Beverage Cart. The CONTRACTOR shall operate a beverage cart on golf course on Friday, Saturday, and Sunday from and including 9:00 am up to and including 5:00 pm during the months of May through October, and Monday through Sunday from 9:00 am up and including 3:00 pm or as volume dictates during the months of November through April.

3.9 Restaurant Equipment. CONTRACTOR shall be responsible for the routine maintenance of all kitchen equipment supplied by the CITY. These include all cooking production equipment, fixtures, and furniture within the Restaurant with the exclusion of the dishwashing machine. The CONTRACTOR is responsible for providing a dish washing machine. All equipment will be inventoried and professionally cleaned and in acceptable operating condition prior to the time that the CONTRACTOR commences operation. During the term of the Agreement, all items shall be kept clean, fully operational, and show no signs of visual or structural damage. CONTRACTOR is responsible for linens and tableware. Current CITY owned tableware will be provided to the CONTRACTOR for use. The tableware shall be inventoried prior to the commencement of agreement and shall be maintained by CONTRACTOR. CITY shall be permitted to inspect its equipment to ensure good working condition at reasonable times provided to CONTRACTOR.

3.10 Customer Service. CONTRACTOR shall maintain customer service as a top priority. The CONTRACTOR must provide restaurant employees who are professional, friendly, well dressed, and courteous to all patrons. The employee must maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have good wait person manners and conduct themselves in a high standard that is acceptable to the Recreation and Cultural Arts Department. CONTRACTOR shall provide uniforms to its staff to designate and distinguish CONTRACTOR's Restaurant and Golf Course employees from CITY employees for the purpose of enhancing patrons' overall experience. The CONTRACTOR shall obtain the CITY'S approval of all uniforms, which shall not be unreasonably withheld.

3.11 Advertising and Signage. CONTRACTOR is solely responsible for advertising agreements, contracts, and signage costs and schedules associated with the promotion of its business. On site, the CONTRACTOR will provide for signage and utilities required in the operation or illumination of any and all signage.

3.12 Assuming/Honoring Pending Event Contracts. CONTRACTOR agrees to honor all pending contracts for events and functions booked after June 1, 2015. The City will assist CONTRACTOR in obtaining all deposits for events booked after June 1, 2015, from JLI .

3.13 Improvements to Restaurant. Any improvements installed by the CONTRACTOR shall be approved by the CITY prior to installation and shall be paid for by the CONTRACTOR. Any improvements made by the CONTRACTOR shall become the property of the CITY upon completion of the Agreement.

3.14 Parking. CONTRACTOR agrees and understands that Restaurant has non-exclusive use of the parking lot which much be shared among golfers, diners, the Pembroke Lakes Tennis and Aquatic Center, and the Golf Pro Shop.

3.15 Transition Plan. Upon expiration or termination of a contract resulting from this solicitation, the CONTRACTOR shall be required to work with the CITY and cooperate with the transition of the contract to a new CONTRACTOR including but not limited to attending meetings to assist the new lessee with the transition, conducting inventory, and any necessary site inspections.

4.0 RESPONSIBILITIES OF CITY

4.1 The CITY will be responsible for all repairs and replacement of CITY owned kitchen equipment and assets. CITY will provide for cleaning and all paper products for all restrooms and locker rooms. CITY is responsible for purchasing all small wares, pots, pans and items necessary for the proper operation of the restaurant and banquet facility. CONTRACTOR must formally submit these requests in writing. CITY will pay for all utility bills except for telephone charges. CITY will be responsible for general facility maintenance and repair such as plumbing, electrical, air conditioning, refrigeration, pest control, hoods, ducts, filters, fire system, exhaust, and surface ductwork in kitchen and on roof. CITY will also provide garbage, grease, and refuse collection. In addition the CITY will provide pressure cleaning of the patio twice a year, detailed window cleaning four times a year, and carpet cleaning twice a year.

5.0 COMPENSATION

5.1 During the term of this Agreement, CONTRACTOR will pay the CITY Two Thousand Five Hundred and Dollars (\$2,500.00) per month, for a total of Thirty Thousand Dollars and 00/100 (\$30,000.00) annually. Monthly payments shall be made to the CITY on the first of each month in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) Dollars. In addition to this amount, CONTRACTOR will pay the CITY five percent (5%) of all its yearly gross revenues generated pursuant to this Agreement. CONTRACTOR may deduct the Thirty Thousand and 00/100 Dollars (\$30,000.00) base rent from the gross revenue in order to calculate the five percent (5%) owed to the CITY. This additional rent, if any, shall be payable to the CITY within thirty (30) days after the end of the calendar year and shall be accompanied by a detailed revenue report substantiating the annual revenues. This monthly rental charge includes the dining hall and

covered patio seating, as well as the exclusive right to provide food and beverage service to users of the Golf Course and club. In addition, the CONTRACTOR shall reimburse the CITY for any taxes levied against the leased property and pay the CITY sales tax on all lease payments. Any payments due to the City under this section shall commence on June 1, 2015.

6.0 TERMINATION

6.1 This Agreement may be terminated by either Party so long as the terminating party provides ninety (90) days written notice of its intent to terminate the terms and conditions set forth in this Agreement.

7.0 CITY TO BE HELD HARMLESS/INDEMNIFIED

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its elected and appointed officials, employees, servants, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind, including court costs, reasonable attorneys' fees, and paralegal expenses, at both the trial and appellate levels in connection with or arising directly out of the CONTRACTOR's performance of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or omission of CONTRACTOR, its employees, officers, representatives, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials, food or beverage product, or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that section 725.06, Florida Statutes, requires a specific consideration be given thereof. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Nothing in this Agreement is intended to waive the City's sovereign immunity as provided in Section 768.28, Florida Statutes.

7.2 In the event a dispute should arise between the Parties to this Agreement, the prevailing party shall be entitled to attorneys' fees, including all court costs and paralegal fees that are incurred prior to or at the trial and appellate levels, including but not limited to, all costs associated with resisting, adjusting, or compromising any claims or demands arising out of this Agreement or for purposes of enforcing this Agreement.

7.3 CITY shall provide CONTRACTOR with written notice within ten (10) days of any claim filed with respect to this Agreement. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given if sent by certified mail, return receipt requested postage prepaid to the address stated above and to the required recipients stated in this Agreement.

7.4 In the event that the CITY pays or is about to pay any third party claim against CONTRACTOR which is covered by this Agreement, CONTRACTOR shall receive appropriate notice of such claim as provided herein. After CITY's notice to CONTRACTOR, at CONTRACTOR's option, CONTRACTOR shall be obligated to either reimburse CITY for any and all such payments upon CITY's presentation of written evidence that verifies such payments or pay all of the amount about to be paid by the CITY by presentation of written evidence which verifies such liability.

7.5 The indemnification terms of this Agreement shall be binding upon CONTRACTOR, its successors, and assigns and shall inure to the benefit and be available to the CITY, its successors, and assigns and shall survive the termination of this Agreement.

7.6 The indemnification and hold harmless provisions of this Agreement shall be governed by the laws of the State of Florida, and any action hereunder shall be had in the County of Broward, State of Florida.

8.0 INSURANCE

8.1 The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph, and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on a sub-contract related to the services provided or contemplated in this Agreement until all similar such insurance required of the subcontractor has been obtained and approved.

8.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

8.3 Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide," published by A.M. Best Guide.

8.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The

CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

8.5 REQUIRED INSURANCE

8.5.1 COMPREHENSIVE GENERAL LIABILITY insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

| | | |
|----|------------------|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | 1,000,000 |

D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.

E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

8.5.2. WORKERS' COMPENSATION insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONTRACTOR shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The CONTRACTOR and its subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

| | | |
|----|-----------------------|---------------------------|
| A. | Workers' Compensation | Statutory |
| B. | Employer's Liability | \$ 500,000 per occurrence |

8.5.3. COMPREHENSIVE AUTO LIABILITY

| | | |
|----|------------------|-----------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |

Coverage shall include owned, hired and non owned vehicles.

The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and name the CITY as an additional insured under their policy (not as a mere certificate holder). Evidence of naming CITY as additional insured is a condition to CITY granting CONTRACTOR's commencement of any performance under this Agreement, and shall be attached hereto and incorporated into this Agreement as **Exhibit "D."**

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

9.0 BANKRUPTCY

It is agreed that if the CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed. Termination under this provision shall not be subject to any penalty on the part of the CITY and shall be immediate after the required notice has been provided to CONTRACTOR.

10.0 DISPUTE RESOLUTION

10.1 ARBITRATION

In addition to any other remedy provided hereunder, the CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by the CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by the CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of the American Arbitration Association.

10.2 OPERATIONS DURING DISPUTE

10.2.1 In the event that any dispute, arises between the CITY and the CONTRACTOR relating to the performance or compensation in this Agreement, the CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by the CITY regardless of such dispute.

10.2.2 The CONTRACTOR expressly recognizes the paramount right and duty of the CITY to provide adequate maintenance of the Golf Course and Restaurant, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with the CITY for an adjustment on the matter or

matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by the CITY.

10.2.3 Notwithstanding the other provisions in this Section, the City reserves the right to terminate the Agreement at any time, whenever the service provided by the CONTRACTOR fails to meet reasonable standards of the trade after the CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen (14) days of the receipt by the CONTRACTOR of such notice from the CITY.

11.0 MISCELLANEOUS

11.1 It is understood and agreed that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11.2 Amendment. It is further agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

11.3 Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

11.4 Severability. If any clause, section, or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

11.5 Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both Parties.

11.6 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership in CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

11.7 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable

times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

11.8 Public Records. Pursuant to Chapter 119, Florida Statutes, Florida's Public Records laws, CONTRACTOR shall maintain and make available for inspection any and all business records generated pursuant to this Agreement as required by law. Further, CONTRACTOR understands and agrees that as CITY is public agency subject to Chapter 119, Florida Statutes, it shall comply with Florida's Public Records Law as provided in section 119.0701, Florida Statutes, as may be amended from time to time. Specifically, the CONTRACTOR shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service;

(b) Provide the public with access to such public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to CITY in a format that is compatible with its information technology systems.

11.9 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability or penalty at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

11.10 Notice. Whenever any Party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, JLI and the CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard

Pembroke Pines, Florida 33026
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: Restaurant Classic Kitchens
Attn: Richard Coelho
510 NW 158th Avenue
Pembroke Pines, Florida 33028

RICHARD DAVID COELHO

9.11 Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

9.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.13 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

9.14 Equal Employment Opportunity. The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor to comply with this Agreement.

9.15 Choice of Law/Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The Parties hereby agree that jurisdiction of any litigation brought arising out of this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward

County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Southern District Court of Florida.

9.16 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. The CONTRACTOR agrees that it is a separate and independent enterprise from CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and CITY, and CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

9.17 Survival. The covenants, warranties, representations, indemnities, and undertakings of the Parties set forth in this Agreement, shall survive this Agreement.

9.18 Food Safety. As this Agreement contemplates food and beverage storage and preparation services, CONTRACTOR agrees and understands that it is subject to all applicable local, state, and federal laws regarding food and beverage preparation, food and beverage safety, food and beverage maintenance, and the overall operation of a restaurant establishment. CONTRACTOR's failure, or any of CONTRACTOR's subcontractors' failure, to keep and maintain the appropriate license to undertake the responsibilities contemplated, described, and illustrated in this Agreement shall also serve as immediate cause of suspension of payment by the CITY or its designated agents upon notice to the CITY. CITY may periodically inspect Restaurant and related appurtenances to ensure compliance with local, state, and federal food and beverage safety laws, and may suspend CONTRACTOR's services if its own independent observations or investigations reveal potential violations of the law. CITY shall also have the right to notify CONTRACTOR if any food or beverage products are not appropriate for consumption or service at Restaurant or on the Golf Course.

9.19 Exclusive Right. CITY's right to notify CONTRACTOR of any inappropriate food or beverage products does not at all diminish the fact the CONTRACTOR is an independent contractor leasing Restaurant from CITY, as well as the exclusive right to serve food and beverage therein, as well as on the Golf Course, to users of the Golf Course and its club.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF PEMBROKE PINES


ATTEST:



MARLENE D. GRAHAM, CITY CLERK


BY: 
CHARLES F. DODGE, CITY MANAGER


APPROVED AS TO FORM:

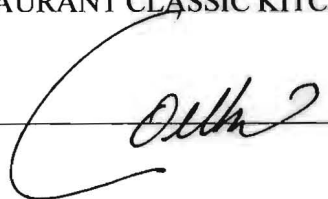

OFFICE OF THE CITY ATTORNEY

CONTRACTOR
RESTAURANT CLASSIC KITCHENS

WITNESSES:


Vanessa Garcia
(Print Name)


Austin Gray
(Print Name)

BY: 

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Richard D. Coelho as president, of RESTAURANT CLASSIC KITCHENS, an organization, authorized to do business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of RESTAURANT CLASSIC KITCHENS, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced Fdl # C400-744-55-369-8 as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9th day of April, 2015.



NOTARY PUBLIC

My Commission Expires:

09-19-18





City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 8.

File Number: 15-0046

File Type: Bid

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester:

Initial Cost: \$ 6,233.00

Introduced: 03/20/2015

File Name: Award RFP # RE-14-04 "Management and Operation of the Club 19 Restaurant at Pembroke Lakes Golf Course"

Final Action: 04/01/2015

Title: MOTION TO APPROVE THE RECOMMENDATION OF THE EVALUATION COMMITTEE AND AWARD RFP # RE-14-04 "MANAGEMENT AND OPERATION OF CLUB 19 RESTAURANT AT THE PEMBROKE LAKES GOLF COURSE" TO RESTAURANT CLASSIC KITCHENS AND APPROVE THE AGREEMENT NEGOTIATED BY ADMINISTRATION FOR A FIVE YEAR PERIOD BEGINNING ON JUNE 1, 2015.

Notes:

- Attachments:**
1. Agreement with Restaurant Classic Kitchen, Inc.
 2. Payment Guarantee from Phoenix Restaurants, Inc.
 3. Proposal from Richard David Coelho-Restaurant Classic Kitchens
 4. RE-14-04 Evaluations Instructions and Additional Information
 5. Summary of Evaluation Committee Scores
 6. Draft Minutes of RFP RE-14-04 Management and Operation of the Club 19 Restaurant at the Pembroke Lakes Golf Course
 7. RE-14-04 Mgmt and Operation of Club 19 Restaurant
 8. Agenda Item 1-7-15
 9. Memorandum of Understanding from JLI for Club 19

Agenda Date: 04/01/2015

Agenda Number: 8.

Enactment Date:

Enactment Number:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|-----------------|------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|---------|
| 0 | City Commission | 04/01/2015 | approve | | | | Pass |
| | | | Aye: 7 | Mayor Ortis, Commissioner Schwartz, Vice Mayor Schwartz, Commissioner Castillo, Commissioner Shechter, Commissioner Siple and Vice Mayor Siple | | | |
| | | | Nay: 0 | | | | |

SUMMARY EXPLANATION AND BACKGROUND:

1. On August 11, 2014, the current operator of Club 19 Restaurant at Pembroke Lakes Golf Course, Johnny Laponzina, Inc. (JLI), issued a notice of intent to terminate the agreement approximately twenty-three months before the original expiration date of November 15, 2016. JLI advised the new termination date would be effective as of December 31, 2014. JLI later agreed to an extension of their agreement through March 31, 2015. On January 7, 2015, the City Commission on approved the Memorandum of Understanding (MOU) between the City of Pembroke Pines and Johnny Laponzina, Inc. to extend the agreement for the operation and management of the Club 19 Restaurant at the Pembroke Lakes Golf Course through March 31, 2015. As part of the MOU, the City shall not require the contractor to remit any payment or rent as provided for in the Original Agreement to the City from January 1, 2015, until March 31, 2015. The base rental fee in the original agreement is \$2,500 per month. Since then, JLI has stated that they would extend the Memorandum of Understanding through May 31, 2015, so that the City could find a suitable agreement with another operator for the Club 19 Restaurant.

2. On December 3, 2014, Administration requested approval from the City Commission for the advertisement of RE-14-04 "Management and Operation of Club 19 Restaurant at the Pembroke Lakes Golf Course." The item was deferred and eventually approved on January 7, 2015. RE-14-04 was advertised on January 12, 2015 and the City opened two sealed proposals, on February 3, 2015, from the following vendors:

- 1) Restaurant Classic Kitchens
- 2) National and State Park Concessions Club 19, Inc.

3. On February 17, 2015, City Administration convened an evaluation committee to evaluate the two proposals. Each proposer was given an opportunity to make a presentation to the committee and participated in a question and answer session. The proposers were evaluated based on the following criteria:

- 1) Experience and Ability (15 points)
- 2) Restaurant Manager Experience and Qualifications (25 points)
- 3) Business Plan and Approach to the Work (40 points)
- 4) Financial Capability (15 points)
- 5) Local Vendor/Veteran Owned Small Business Preference (5 points)

4. The Evaluation Committee ranked the vendors in the order shown below and unanimously approved recommending the top vendor to the City Manager to negotiate a contract for services.

- 1) Restaurant Classic Kitchens
- 2) National and State Park Concessions Club 19, Inc.

5. In his proposal, Restaurant Classic Kitchens (RCK) owner, Rick Coehlo brought forward many ideas from his extensive restaurant, bar and banquet experience from managing over thirty restaurants and opening nine. Some highlights for improving the operation include; increased advertising, creating a restaurant website, utilizing the patio area for outdoor dining in a more efficient manner, creating an early bird special, creating a happy hour (social) atmosphere with drink specials, starting a Friday night dinner special, purchasing a

BBQ grill for "burgers on the go" as golfers turn from Hole #9 to Hole #10, and much more.

6. The other proposer, National & State Park Concessions, confirmed as part of the evaluation that they wanted a \$200,000 annual subsidy to take over the contract as they did not see how the operation could break even.

7. Attached to this agenda item is the agreement that has been negotiated by the City and RCK. This agreement takes effect June 1, 2015 and is a five year lease agreement.

8. In addition to the agreement with RCK, attached to this agenda item is the Payment Guarantee from Phoenix Restaurants, Inc. that states that Phoenix Restaurants shall immediately issue a Letter of Credit for RCK in the amount of \$25,000, to the City of Pembroke Pines, for indebtedness due to it by Contractor should Contractor fail to pay its monthly rent obligations within 60 days upon becoming due.

9. Based upon the Evaluation Committee's recommendation, RCK's extensive experience and ideas for improvement, the Recreation and Cultural Arts Department recommends approval of this agreement.

10. Request Commission to approve the recommendation of the evaluation committee and award RFP # RE-14-04 "Management and Operation of the Club 19 Restaurant at the Pembroke Lakes Golf Course" to Restaurant Classic Kitchens and approve the agreement negotiated by Administration for a five year period beginning on June 1, 2015.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) Net Cost: Revenues of \$10,000 and estimated related expenditures of \$16,233 for a net cost of \$6,233 in FY 2015.

b) Amount budgeted for this item in Account No: Funding available in account 1-575-7006-43100 (elec), account 1-575-7006-43340 (gas), account 1-575-7006-46250 (R&M) and in account 1-575-7006-43200 (water).

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project:

| | Current FY | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------|------------|------------|-----------|-----------|-----------|
| Revenues | \$10,000* | \$38,619 | \$41,391 | \$45,442 | \$51,022 |
| Expenditures | \$16,233* | \$49,674 | \$50,677 | \$51,680 | \$52,714 |
| Net Cost | (\$6,233) | (\$11,055) | (\$9,000) | (\$6,238) | (\$1,692) |

*Reflects Rev/Exp May-Sept 2015.

e) Detail of additional staff requirements: Not Applicable.