



**FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
EMILIO'S BBQ CATERING SERVICES CORP.**

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____, 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "LESSOR",

and

EMILIO'S BBQ CATERING SERVICES CORP., a for profit corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **301 NW 103 Avenue, Suite A-8, Pembroke Pines, FL 33026**, hereinafter referred to as "LESSEE". "LESSOR" and "LESSEE" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **February 23, 2016**, the LESSOR and LESSEE entered into the Original Agreement ("Original Agreement") for an initial **three (3) year period**, commencing on **February 23, 2016** and expiring on **December 31, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional one (1) year terms, subject to further approval by the CITY Commission; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement to update the Monthly Base Rent in accordance with Consumer Price Index and to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties further desire to execute the **one (1) year renewal** option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

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 set forth below:



SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Pursuant to Section 4.2 of the Original Agreement **Article 4.0** entitled "**Rental Payment and Security Deposit**" is hereby amended by the addition of Section 4.4 as set forth below:

4.4 For the renewal period of January 1, 2020 to December 31, 2020, pursuant to Section 4.2 of the Original Agreement and the CPI for April 2019 as provided in **Exhibit "B"** of this First Amendment, LESSEE shall remit a Monthly Base Rental payment to the LESSOR in the amount of **NINE HUNDRED ELEVEN DOLLARS AND TWENTY-NINE CENTS (\$911.29)**, plus taxes for a total of **NINE HUNDRED SEVENTY TWO DOLLARS AND THIRTY-FIVE CENTS (\$972.35)**, to be paid no later than the FIFTH (5th) day of each month.

SECTION 3. Section 10.8 of the Original Agreement, entitled "Public Records is hereby repealed and replaced as set forth below:

10.8 Public Records

10.8.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The LESSEE shall comply with Florida's Public Records Law. Specifically, the LESSEE shall:

10.8.1.1 Keep and maintain public records required by the LESSOR to perform the service;

10.8.1.2 Upon request from the LESSOR's custodian of public records, provide the LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, LESSEE shall destroy all copies of such confidential and exempt records remaining in its possession after the LESSEE transfers the records in its possession to the LESSOR; and

10.8.1.4 Upon completion of the Agreement, LESSEE shall transfer to the LESSOR, at no cost to the LESSOR, all public records in LESSEE's possession. All records stored electronically by the LESSEE must be provided to the LESSOR, upon request from the LESSOR's custodian of public records, in a format that is compatible with the information technology systems of the LESSOR.

10.8.2 The failure of LESSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the LESSOR may terminate the Agreement in accordance with the terms herein.



IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 4. The Original Agreement, is hereby renewed for **one (1) year** commencing on **January 1, 2020** and terminating on **December 31, 2020**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

LESSOR:

CITY OF PEMBROKE PINES

BY: _____

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

LESSEE:

EMILIO'S BBQ CATERING SERVICES CORP.

BY: _____

WITNESSES

Astrid Gross

Astrid Gross

Print Name

Carolina Arango

Carolina Arango

Print Name

STATE OF Florida)

COUNTY OF Broward) ss:

Print Name: Emilio Gonzalez

Title: Owner

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Emilio Gonzalez as _____ of **EMILIO'S BBQ CATERING SERVICES CORP.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **EMILIO'S BBQ CATERING SERVICES CORP.**, 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.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21 day of Nov., 2019.

NOTARY PUBLIC

(Name of Notary Public) _____



Exhibit "B"



For Release: Friday, May 10, 2019

19-796-ATL

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.

Technical information: (404) 893-4222 BLSInfoAtlanta@bls.gov www.bls.gov/regions/southeast

Media contact: (404) 893-4220

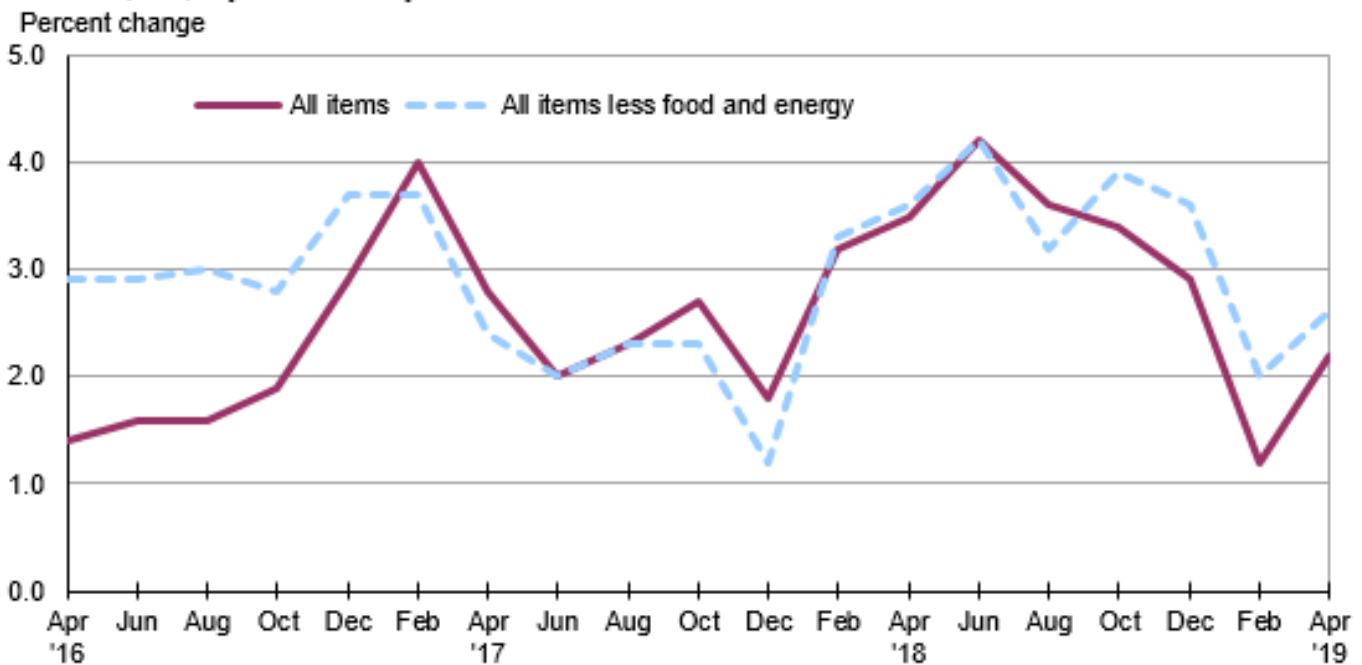
Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach – April 2019

Area prices up 0.8 percent since February and 2.2 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach increased 0.8 percent from February to April, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Janet S. Rankin noted that the energy index contributed to the increase, up 11.0 percent since February. The all items less food and energy index inched up 0.1 percent, while the food index was unchanged over the bi-monthly period. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect the impact of seasonal influences.)

Over the last 12 months, the all items CPI-U increased 2.2 percent. Since April 2018, the all items less food and energy index advanced 2.6 percent, while the energy index rose 1.5 percent and the food index edged up 0.3 percent. (See [chart 1](#) and [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Miami-Fort Lauderdale-West Palm Beach, FL, April 2016–April 2019



Source: U.S. Bureau of Labor Statistics.

Food

The food index was unchanged over the bi-monthly period. Since February, the food away from home index was up 0.6 percent, while the food at home index was down 0.4 percent.

The food index edged up 0.3 percent from April 2018 to April 2019, reflecting a 1.5-percent increase in the food away from home index. The food at home index declined 0.5 percent over the last 12 months.

Energy

The energy index advanced 11.0 percent from February to April, led by a 20.7-percent jump in the gasoline index. The electricity index rose 0.6 percent since February.

Over the year, the energy index rose 1.5 percent, citing increases in the gasoline (1.5 percent) and the electricity (1.6 percent) indexes.

All items less food and energy

The index for all items less food and energy inched up 0.1 percent since February. Increases for several indexes, including apparel (6.1percent), were largely offset by a 0.5-percent decline in the shelter index.

The all items less food and energy index advanced 2.6 percent from April 2018 to April 2019. The shelter index contributed to the over the year increase, up 4.9 percent. In contrast, the apparel index declined 6.4 percent over the last 12 months.

Table A. Miami-Fort Lauderdale-West Palm Beach, FL, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2015		2016		2017		2018		2019	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.3	0.4	0.2	1.6	1.3	4.0	2.6	3.2	1.0	1.2
April	0.8	0.5	0.7	1.4	-0.5	2.8	-0.1	3.5	0.8	2.2
June	0.4	1.2	0.6	1.6	-0.2	2.0	0.5	4.2		
August	0.0	1.3	0.0	1.6	0.3	2.3	-0.3	3.6		
October	0.2	1.1	0.5	1.9	1.0	2.7	0.8	3.4		
December	-0.1	1.6	0.8	2.9	-0.1	1.8	-0.6	2.9		

The Consumer Price Index for May 2019 is scheduled to be released on Wednesday, June 12, 2019.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 5,000 housing units and

approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/pdf/homch17.pdf.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Miami-Fort Lauderdale-West Palm Beach, FL**, Core Based Statistical Area covered in this release is comprised of Broward, Miami-Dade, and Palm Beach Counties in Florida.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Miami-Fort Lauderdale-West Palm Beach, FL (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Feb. 2019	Mar. 2019	Apr. 2019	Apr. 2018	Feb. 2019	Mar. 2019
Expenditure category						
All Items.....	268.288	-	270.553	2.2	0.8	-
All items (November 1977=100).....	432.443	-	436.094	-	-	-
Food and beverages	265.557	-	265.835	0.6	0.1	-
Food	267.441	-	267.489	0.3	0.0	-
Food at home	255.469	257.378	254.366	-0.5	-0.4	-1.2
Cereals and bakery products	279.284	-	282.542	3.0	1.2	-
Meats, poultry, fish, and eggs.....	243.974	-	241.163	-2.0	-1.2	-
Dairy and related products	224.565	-	228.997	6.1	2.0	-
Fruits and vegetables	343.836	-	329.326	-5.3	-4.2	-
Nonalcoholic beverages and beverage materials(1)	246.628	-	251.751	1.5	2.1	-
Other food at home	210.438	-	210.510	-0.8	0.0	-
Food away from home.....	289.267	-	291.096	1.5	0.6	-
Alcoholic beverages	240.338	-	243.489	4.7	1.3	-
Housing	285.079	-	283.920	4.4	-0.4	-
Shelter	328.550	327.499	326.786	4.9	-0.5	-0.2
Rent of primary residence	318.861	320.204	321.141	4.9	0.7	0.3
Owners' equiv. rent of residences(2)....	327.215	328.620	329.259	5.1	0.6	0.2
Owners' equiv. rent of primary residence(2)	327.215	328.620	329.259	5.1	0.6	0.2
Fuels and utilities.....	180.464	-	181.321	1.6	0.5	-
Household energy	154.028	154.046	154.959	1.4	0.6	0.6
Energy services.....	151.281	151.275	152.132	1.5	0.6	0.6
Electricity	148.216	148.231	149.118	1.6	0.6	0.6
Utility (piped) gas service	-	-	-	-	-	-
Household furnishings and operations	162.498	-	162.762	1.7	0.2	-
Apparel	131.477	-	139.516	-6.4	6.1	-
Transportation	218.340	-	229.752	0.8	5.2	-
Private transportation	223.189	-	234.868	0.9	5.2	-
New and used motor vehicles(3).....	118.224	-	117.997	1.5	-0.2	-
New vehicles(1).....	235.765	-	235.535	3.5	-0.1	-
Used vehicles(1).....	296.939	-	297.724	1.1	0.3	-
Motor fuel	206.282	230.630	248.707	1.5	20.6	7.8
Gasoline (all types).....	203.637	227.806	245.821	1.5	20.7	7.9
Unleaded regular(4)	199.385	224.135	242.670	1.5	21.7	8.3
Unleaded midgrade(4)(5)	207.753	225.795	240.009	2.0	15.5	6.3
Unleaded premium(4).....	229.891	248.193	261.083	1.6	13.6	5.2
Motor vehicle insurance(1).....	887.757	-	879.055	-1.1	-1.0	-
Medical Care	552.978	-	554.785	-0.7	0.3	-
Recreation(3).....	121.033	-	122.304	1.8	1.1	-
Education and communication(3).....	120.437	-	120.861	1.0	0.4	-
Tuition, other school fees, and child care(1)	994.670	-	994.670	4.2	0.0	-
Other goods and services	362.061	-	362.153	2.5	0.0	-
Commodity and service group						
All Items.....	268.288	-	270.553	2.2	0.8	-
Commodities	201.348	-	207.351	-0.2	3.0	-
Commodities less food & beverages.....	163.199	-	171.922	-0.8	5.3	-
Nondurables less food & beverages	192.864	-	208.336	-2.0	8.0	-
Durables	131.610	-	132.204	1.6	0.5	-
Services.....	319.323	-	318.927	3.4	-0.1	-

Note: See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Miami-Fort Lauderdale-West Palm Beach, FL (1982-84=100 unless otherwise noted) - Continued

Item and Group	Indexes			Percent change from-		
	Feb. 2019	Mar. 2019	Apr. 2019	Apr. 2018	Feb. 2019	Mar. 2019
Special aggregate indexes						
All items less medical care	256.213	-	258.490	2.5	0.9	-
All items less shelter	236.549	-	240.888	0.4	1.8	-
Commodities less food	166.162	-	174.692	-0.6	5.1	-
Nondurables	231.162	-	239.463	-0.6	3.6	-
Nondurables less food	195.884	-	210.563	-1.5	7.5	-
Services less rent of shelter(2)	314.783	-	316.407	1.4	0.5	-
Services less medical care services	302.053	-	301.433	3.6	-0.2	-
Energy	177.541	188.438	197.027	1.5	11.0	4.6
All items less energy	278.497	-	278.830	2.3	0.1	-
All items less food and energy	280.280	-	280.661	2.6	0.1	-

Footnotes

(1) Index is on a November 1977=100 base.

(2) Index is on a November 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

LEASE AND OPERATION MANAGEMENT AGREEMENT

THIS AGREEMENT, dated this 23 day of February, 2016, 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 "LESSOR" or "CITY",

and

EMILIO'S BBQ CATERING SERVICES CORPORATION, a Florida corporation, authorized to do business in the State of Florida with a business address of 937 SW 143rd Avenue, #1605, Pembroke Pines, Florida 33027, hereinafter referred to as "LESSEE". LESSOR and LESSEE may hereinafter be referred to collectively as "the Parties."

WITNESSETH

WHEREAS, on September 7, 2010, CITY advertised a Request for Letters of Intent to procure a qualified vendor to deliver food service and gift shop services to the clientele of the Southwest Focal Point Senior Center; and

WHEREAS, Randy Edelstein submitted a proposal in response to RLI#CS10-02; and

WHEREAS, on October 20, 2010, the City Commission accepted Randy Edelstein's proposal and awarded Randy Edelstein a contract pursuant to RLI#CS10-02, as modified by the first and second amendments to the contract; and

WHEREAS, on August 16, 2013, Randy Edelstein assigned all rights in the Contract between Randy Edelstein and the CITY to BELLA CANTINA, LLC; and

WHEREAS, on May 15, 2014, BELLA CANTINA, LLC assigned all rights in the Contract between BELLA CANTINA, LLC and the CITY to LESSEE, and LESSOR and LESSEE entered into an Assignment Agreement formalizing the acceptance of the assignment from BELLA CANTINA, LLC to LESSEE; and

WHEREAS, the Parties desire to enter into a three (3) year term with an optional one (1) year renewal term; and

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 on the date it is fully executed by all parties ("Effective Date") and terminate on December 31, 2019. The Agreement may be renewed for additional one (1) year terms, subject to further approval by the City Commission.

3.0 SCOPE OF SERVICES

3.1 The scope of services, as well as the duties and responsibilities of the Parties, are set forth in RLI#CS10-02, attached hereto as **Exhibit "A"** and incorporated herein. In the event of any conflicts between this Lease Agreement and any exhibits hereto, this Lease Agreement shall prevail.

3.2 LESSEE shall be responsible for providing and paying for its own telephone service during the term of this Lease Agreement.

4.0 RENTAL PAYMENT AND SECURITY DEPOSIT

4.1 LESSEE shall remit a monthly base rental payment to the LESSOR in the amount of Eight Hundred Fifty Three Dollars and 91/100 (\$853.91/month), plus taxes, for a total of Nine Hundred and Five Dollars and 14/100 (\$905.14/month), and shall be paid no later than the 5th day of each month.

4.2 The Monthly Base Rent shall be increased or decreased annually using the Consumer Price Index for "All Urban Consumers for Miami/Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) months ending April of each year to be effective on the anniversary date.

4.3 LESSEE previously provided LESSOR with a security deposit in the amount of Eight Hundred Fifty and 00/100 Dollars (\$850.00), which is being held by LESSOR.

5.0 TERMINATION

4.1 This Agreement may be terminated by either party so long as the terminating party provides thirty (30) days written notice of its intent to terminate the terms and conditions set forth herein

6.0 CITY TO BE HELD HARMLESS/INDEMNIFIED

6.1 LESSEE shall indemnify and save harmless the CITY from and against any and all claims, demands, or cause of action of whatsoever kind or nature arising out of error, omission or act of

LESSEE, its agents, servants or employees, in connection with the provision of services on CITY property.

6.2 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.

6.3 CITY shall provide LESSEE 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.

6.4 In the event that the CITY pays or is about to pay any third party claim against LESSEE which is covered by this Agreement provided that LESSEE has received appropriate notice of such claim as provided herein, then, at LESSEE option, LESSEE 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.

6.5 The terms of this Agreement shall be binding upon LESSEE, its successors and assigns and shall inure to the benefit and be available to the CITY, its successors and assigns.

6.6 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.

7.0 INSURANCE

7.1 The LESSEE 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 LESSEE allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

7.2 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.

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

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

7.5 REQUIRED INSURANCE

7.5.1 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.

7.5.2. 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 LESSEE 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 LESSEE. The LESSEE and his 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 |

7.5.3. 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 LESSEE 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.

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

8.0 BANKRUPTCY

It is agreed that if the LESSEE 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.

9.0 DISPUTE RESOLUTION

9.1 OPERATIONS DURING DISPUTE

9.1.1 In the event that a dispute, if any, arises between the CITY and the LESSEE relating to this agreement performance or compensation hereunder, the LESSEE 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.

9.1.2 The LESSEE expressly recognizes the paramount right and duty of the CITY to provide adequate maintenance of the City's Gift Shop at the Southwest Focal Point Senior Center, 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.

9.1.3 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 LESSEE fails to meet reasonable standards of the trade after the CITY gives written notice to the LESSEE of the deficiencies as set forth in the written notice within fourteen (14) days of the receipt by the LESSEE of such notice from the CITY.

10.0 MISCELLANEOUS

10.1 It is understood and agreed that this document 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.

10.2 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.

10.3 This document may be executed in two (2) counterparts each of which shall be deemed to a duplicate original.

10.4 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.

10.5 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.

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

10.7 Records. LESSEE 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. 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.

10.8 Public Records. The City is public agency subject to Chapter 119, Florida Statutes. The LESSEE shall comply with Florida's Public Records Law. Specifically, the LESSEE shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
3. 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
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the LESSEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of LESSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 5.

10.9 No Contingent Fees. LESSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LESSEE, 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 LESSEE, 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 at its discretion.

10.10 Taxes. Lessee shall further pay, or cause to be paid, before delinquency, any and all taxes, including any ad valorem taxes levied or assessed and which become payable during the term hereof upon the premises.

10.11 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, LESSEE 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

LESSEE: Emilio Gonzalez Rivero, President
Emilio's BBQ Catering Services Corporation
937 SW 143rd Avenue, #1605
Pembroke Pines, FL 33027

10.12 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.

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

10.14 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.

10.15 Equal Employment Opportunity. In the performance of this Agreement, LESSEE shall not discriminate against any firm, employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

ATTEST:


MARLENE GRAHAM, CITY CLERK

2/23/16

CITY

BY: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY



EMILIO'S BBQ CATERING SERVICES
CORPORATION

WITNESSES:

Astrid Grosso
ASTRID GROSSO
(Print Name)

BY: Emilio Gonzalez Rivero

PRINT NAME: Emilio Gonzalez Rivero

TITLE: President

Diane Shawcross
DIANE SHAWCROSS
(Print Name)

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Emilio Gonzalez Rivero as President of Emilio's BBQ Catering Services Corporation and acknowledged execution of the foregoing Agreement 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 Emilio Gonzalez Rivero as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 22 day of January, 2016.

Marilyn Z. Gonzalez
NOTARY PUBLIC

My Commission Expires:

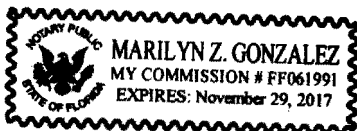




Exhibit "A"

City of Pembroke Pines



Frank C. Ortis, Mayor
Jack McCluskey, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

Date, 2010

RLI# CS-10-02

REQUEST FOR LETTERS OF INTEREST

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking letters of interest for:

“RLI# CS-10-02 Gift Shop/Food Service at the Senior Center”

Specifications may be obtained from the Public Services Department located at 13975 Pembroke Road, Pembroke Pines, Florida, 33027, (954) 437-1111.

Letters of interest will be accepted until 2:00 p.m., Tuesday, _____, 2010 in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at 2:30 P.M.

For additional information contact _____, at 954-_____

Envelopes must be sealed and clearly marked:

“RLI# CS-10-02 Gift Shop/Food Service at the Senior Center”

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

Judith A. Neugent
City Clerk

RLI# CS-10-02

Gift Shop/Food Service at the Senior Center

The City of Pembroke Pines Florida herein referred to as “City” is seeking letters of interest from individuals with the appropriate qualifications and licensure to operate a food service/gift shop at the Southwest Focal Point Senior Center herein referred to as “SWFP”.

The SWFP, located at 301 N.W. 103 Avenue, Pembroke Pines, Florida, 33025, provides a quality multi-functional social service delivery system specifically designed with programming that encompasses a variety of activities and core social services meeting and targeting the needs of the 55 year old population residing in the southwest Broward community.

Project Description:

The City will use responses to this solicitation to select a provider to deliver food service/gift shop services to the clientele of the SWFP and to the community at large.

Submission Requirements:

The following information shall be provided in the order detailed:

I. Title Page:

List the Request for Letters of Interest subject, the name of the Vendor, address, telephone number, email address, contact person and date of submission.

II. Table of Contents:

Include a clear identification of the material included in the submission package by page number.

III. Letter of Qualifications:

The Vendor should make a positive commitment to why the Vendor would be in the best position to deliver the requested services. The letter should include the name(s) of the person(s) who will be authorized to make representation for the Vendor, their title, phone number and email address. Please limit letter to 2 pages.

IV. Understanding and Approach:

Provide a brief description of the Vendor’s understanding and systematic process for operating and maintaining the food service/gift shop operation. This description must include the approach and techniques to be used to deliver said services as identified in the background statement and vendor responsibilities as contained herein.

V. Vendor’s Experience:

Please provide a brief overview of the Vendor’s background to include number of years in service and historical information on key personnel. In addition, please state specifically whether or not your Company has ever failed to complete an operation similar to this project and

provide an explanation if dismissed or otherwise terminated. Please be specific to any previous experience with a senior clientele.

VI. Vendor's History:

Provide a list of all operations that are similar to the requirements of this proposal that are currently in operation or that are comparable to the specific needs as stated. Each of the operations listed should include the following:

1. Business or operation's name, address and telephone number.
2. Principal/Project Manager.
3. Names of personnel and their position.
4. Licensing and Certification of personnel if applicable.
5. Whether your employees are primary or subcontractor.
6. Description of operation to include:
 - a. Contract/operation objectives
 - b. Challenges encountered and the resolution to the challenge
 - c. Operation Accomplishments
7. Provide contact persons and phone numbers for references.

The operations listed should demonstrate the Vendor's experience in operating a food service/gift shop.

Additional Information

City's Responsibilities

1. City will provide an approximately 845 square foot facility to allow for the operation of a food service/gift shop.
2. The city will provide all present furniture and equipment as is for use in the business and maintained by the vendor, who will have liability or responsibility to replace or repair as necessary. The City retains ownership of furniture and equipment provided for use in the operation. The Vendor may provide additional equipment as necessary.
3. City will provide Utilities (water, garbage, sewer and electricity).

Vendor's Responsibilities

1. Vendor shall be responsible for payment of rent for an 845 square foot facility to be negotiated with Administration.
2. Vendor shall be responsible to operate a food service/gift shop in compliance with the City's code or ordinances.
3. Vendor shall operate food service/gift shop in compliance with the approved
4. Vendor shall provide the hours of operation in accordance with the needs of the SWFP (current hours of operation: Monday, 8:00 a.m. – 5:00 p.m., Tuesday – Thursday, 8:00 a.m. – 10:00 p.m., and Friday, 8:00 a.m. – 5:00 p.m. Additionally, vendor shall be open for operation during all special events including Saturday

- and Sunday events with prior notification from the Director of Community Services.
5. Vendor shall be responsible for the cleaning and maintenance of the food service/gift shop.
 6. The Vendor shall provide adequate staff during business hours.
 7. Vendor shall be responsible to pay all taxes as required by Federal, State, County, and local laws.
 8. Vendor shall be responsible for all required licensing by Federal, State, County and local laws.
 9. Vendor shall be responsible to install and pay for necessary telephone service.
 10. Vendor shall be responsible for a security deposit equal to one month's rent.

Standard of Performance:

The selected Vendor shall perform in accordance with the highest standards and commercial practices. Instances of poor performance by the selected Vendor will be documented and submitted to the said Vendor for immediate review and corrective action. Continued poor performance will be deemed as a breach of contract and may result in immediate termination of the contract. The City retains the absolute right to assess whether and when performance is acceptable.

Rules, Regulations, Laws, Ordinances, and Licenses

The awarded Vendor shall observe and obey all laws, ordinances, rules and regulations of the federal, state, county and city, which may be applicable to the services being provided. The awarded Vendor shall have or be responsible for obtaining all necessary licenses required to provide this service. Vendor shall provide copies of all described documentation to the City.

Conflict of Interest:

Section 126.112 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time the bid or contract is submitted or at the time the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or proposer.

Evaluation and Selection Methodology

Evaluation of the RLI's will be performed by a committee of staff members of the City of Pembroke Pines selected by City Administration. The Committee will evaluate the firms using the following criteria as a guide:

1. Experience and ability of the Vendor
2. Related project experience
3. Understanding of the requested project
4. Vendor's methodology approach and techniques to be used to deliver said services as identified in the project description contained herein.

The committee may conduct discussions with offerors on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Responses submitted by competing offerors. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his designee or the City Commission, in accordance with the applicable City of Pembroke Pines Procurement Code, and will make the final ranking for the purposes of awarding a contract with the top ranked firm.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

Submission Requirements

To respond to the Request for Letters of Interest, the Vendor shall submit one (1) original and seven (7) copies of their submittal to the following location:

City of Pembroke Pines
City Clerk's Office
Attn: Judith Neugent, City Clerk
10100 Pines Boulevard
Pembroke Pines, FL 33026

All submittals should be identified as follows:

RLI No.: CS-10-03
RLI Name: Gift Shop/Food Service @ Senior Center
Due Date/Time: _____

All submittals must contain the signatures of the authorized representative of the responding Vendor.

All submittals shall be received no later than:

Day of the Week: Tuesday
Date: _____
Time: 2:00 p.m.

At that time the submittals will be recorded and will subsequently be publicly opened on the same business day at 2:30 p.m. in the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL.

The City endeavors to obtain the participation of all minorities, disadvantaged and small business enterprises in its procurement activities.

Vendors are encouraged to schedule a site visit by contacting _____ at _____.

The cutoff for any additional inquiries concerning information contained within this RLI is noon, _____, 2010 and shall be made in writing and directed as follows:

City of Pembroke Pines
Attn: Christina Sorensen
13975 Pembroke Road
Pembroke Pines, FL. 33027
or
Email: csorensen@ppines.com

Answers to all questions will be sent to all vendors on _____, 2010.

The City of Pembroke Pines reserves the right to accept or reject any and all submittals, either in whole or in part, with or without cause, waive informalities on any submittal, or make modification(s) to any submittal, and to make the award in the public interest of the City of Pembroke Pines, subject to Commission approval.

CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. SUBMISSION AND RECEIPT OF BIDS

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. WARRANTIES FOR USAGE:

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. PRICES TO BE FIRM:

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

4. DELIVERY POINT:

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. BRAND NAMES:

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, it is the vendors responsibility to name such a product is equal to that specified. Evidence in the form of samples may be requested if brand is other than that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified.

6. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

8. ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. DEFAULT PROVISION:

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. PRICING:

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exist between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alternations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

The Contractor may be required to participate in the Florida Municipal Construction Insurance Trust (FMCI) program. This program provides members with a vehicle by which they may purchase certain insurance coverage through owner controlled insurance programs (OCIP) which are intended to be a comprehensive insurance product that covers specified risks associated with contractors and subcontractors performing the construction of member's public facilities.

25. TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

26. PUBLIC ENTITY CRIMES:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD

INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until he 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 his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

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 shall not be canceled until at least thirty (30) days prior written notice has been given to do business under the laws of the State of Florida. Financial Ratings shall be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

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 the 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.

The Contractor shall hold the City of Pembroke Pines, Florida, their 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 specifically name the City as an additional insured under their policy.

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

REQUIRED INSURANCE

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

1. BODILY INJURY		
(a)	Each Occurrence	\$1,000,000.00
(b)	Annual Aggregate	\$1,000,000.00
2. PROPERTY DAMAGE		
(a)	Each Occurrence \$	1,000,000.00
(b)	Annual Aggregate	\$1,000,000.00
3. PERSONAL INJURY		
(A)	Annual Aggregate	\$1,000,000.00

4. Completed Operations and Products
Liability shall be maintained for
Two (2) years after the final payment
5. Property Damage Liability Insurance shall
Include Coverage for the following hazards:
X-explosion, C-collapse, U-underground.

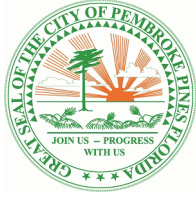
2. **WORKERS COMPENSATION** insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Contractor shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees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

1.	Workers Compensation	Statutory
2.	Employer's Liability	\$500,000 per occurrence

3. **COMPREHENSIVE AUTO LIABILITY**

1.	BODILY INJURY	
	(a) Each Occurrence \$	1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00
2.	PROPERTY DAMAGE	
	(a) Each Occurrence \$	1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00

Coverage shall include owned, hired, and non-owned vehicles.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 7.

File ID: 16-0026

Type: Agreements/Contracts

Status: Passed

Version: 0

**Agenda
Section:**

In Control: City Commission

File Created: 01/25/2016

Short Title: Emilio's BBQ Catering Services Corporation
Agreement

Final Action: 02/03/2016

Title: MOTION TO APPROVE THE LEASE AND OPERATION MANAGEMENT AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER AND EMILIO'S BBQ CATERING SERVICES CORPORATION FOR A PERIOD OF THREE (3) YEARS WITH AN OPTIONAL ONE (1) YEAR RENEWAL.

***Agenda Date:** 02/03/2016

Agenda Number: 7.

Internal Notes:

Attachments: 1. Emilio's BBQ Catering Services Corp. - Lease Agreement 2016-19, 2. Emilio's BBQ Catering - Certificate of Liability-2016

0	Community Services	01/25/2016	sent for approval	Community Services Director	
0	Community Services Director	01/25/2016	sent for approval	Budget	
0	Budget	01/25/2016	Reviewed for Financial Impact Detail	Finance Director	
0	Finance Director	01/25/2016	Approved as to Financial Impact Form	City Attorney	
Notes: <i>Approved, but contract should include the following clause "Lessee shall further pay, or cause to be paid, before delinquency, any and all taxes, including any ad valorem taxes levied or assessed and which become payable during the term hereof upon the premises."</i>					
0	City Attorney	01/25/2016	returned for additional information	Community Services	
0	Community Services	01/26/2016	sent for approval	City Attorney	Fail
0	City Attorney	01/26/2016	Reviewed by Legal	Assistant City Manager	
0	Assistant City Manager	01/26/2016	sent for approval	Commission Auditor	

0	Commission Auditor	01/27/2016	Approved by Commission Auditor	City Manager	
0	City Manager	01/27/2016	approved for the agenda	City Clerk	
0	City Commission	02/03/2016	approve		Pass
	Action Text:	A motion was made to approve on the Consent Agenda			
		Aye: - 7	Mayor Ortis, Siple, Castillo, Commissioner Castillo, Schwartz, Shechter, and Commissioner Shechter		
		Nay: - 0			

MOTION TO APPROVE THE LEASE AND OPERATION MANAGEMENT AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER AND EMILIO'S BBQ CATERING SERVICES CORPORATION FOR A PERIOD OF THREE (3) YEARS WITH AN OPTIONAL ONE (1) YEAR RENEWAL.

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines/Southwest Focal Point Senior Center has been providing food and gift shop services to our clientele. A Request for Letters of Intent was advertised for a qualified vendor on September 7, 2010.
2. Randy Edelstein submitted a proposal in response to the Request for Letter of Intent RLI#CS10-02. On October 20, 2010 Randy's proposal was accepted at the City Commission Meeting. His contract was then modified by the First and Second Amendments. On August 16, 2013 Randy assigned all rights in the contract to Bella Cantina, LLC.
3. Bella Cantina, LLC assigned all the rights to Emilio's BBQ Catering Services on May 15, 2014. Emilio's BBQ Catering Services Contract was for a period of 6 months June 1, 2014 to December 31, 2014.
4. On January, 2015 the City and Emilio's BBQ agreed to renew the lease for an additional one (1) year term. Lease expired on December 31, 2015.
5. The City and Emilio's BBQ Catering desire to enter into a three (3) year term with an optional one (1) year renewal term. The monthly rent will be in the amount of \$853.91 plus tax. The rent will be increase or decreased annual using the Consumer Price Index for "All Urban Consumers for Miami/Ft. Lauderdale, Florida".
6. Emilio's BBQ has been offering an excellent service to the Community. Requesting Commission approval.

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

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** No cost to the City.
- b) **Amount budgeted for this item in Account No:** Revenue Account 1-362046-8001 Rental Community Services \$10,246.92.

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.