



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

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____, 2020, 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, 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 which commenced on February 23, 2016 and expired on December 31, 2019; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for additional one (1) year terms evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on December 4, 2019, the LESSOR and LESSEE executed the First Amendment to the Original Agreement to update the monthly base rent, and Section 10.8 entitled Public Records as required by statutory amendments imposed since the Parties entered into the Original Agreement, and enter into the one (1) year renewal period which commenced on January 1, 2020 and expires on December 31, 2020; and,

WHEREAS, on January 14, 2020, the Parties executed the Second Amendment to the Original Agreement, as amended, which updated insurance requirements; and,

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

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to reflect that as of January 1, 2020, the tax rate was adjusted from six and seven tenths percent (6.7%) to six and five tenths percent (6.5%), and to update the monthly base rent for 2021, based on the Consumer Price Index; and,



WHEREAS, the Parties further desire to execute the second **one (1) year** renewal option and amend the Original Agreement, as amended, 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 the 2020 tax rate adjustment, Section 4.4 of Article 4.0 of the Original Agreement, as amended, entitled "Rental Payment and Security Deposit" is hereby amended 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 FIFTY-TWO CENTS (\$972.35970.52), to be paid no later than the FIFTH (5th) day of each month.

SECTION 3. Pursuant to Section 4.2 of the Original Agreement, as amended, Article 4.0 entitled "Rental Payment and Security Deposit" is hereby amended by the addition of Section 4.5 as set forth below:

4.5 For the renewal period of January 1, 2021 to December 31, 2021, pursuant to Section 4.2 of the Original Agreement and the CPI for April 2020 as provided in Exhibit "B" of this Second Amendment, LESSEE shall remit a Monthly Base Rental payment to the LESSOR in the amount of NINE HUNDRED AND SIX DOLLARS AND EIGHTY-THREE CENTS (\$906.83), plus taxes for a total of NINE HUNDRED SIXTY FIVE DOLLARS AND SEVENTY-SEVEN CENTS (\$965.77), to be paid no later than the FIFTH (5th) day of each month.

SECTION 4. Section 5.0 of the Original Agreement, entitled "Termination" is hereby amended as set forth below:

5.0 TERMINATION

4.4 5.1 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

SECTION 5. The Original Agreement, is hereby renewed for the **one (1) year** renewal period commencing on **January 1, 2021** and terminating on **December 31, 2021**.



SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. 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.

SECTION 9. 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.

SECTION 10. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

SECTION 11. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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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

MARLENE D. GRAHAM,
CITY CLERK

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name:

OFFICE OF THE CITY ATTORNEY

LESSEE:

EMILIO'S BBQ CATERING SERVICES CORP.

Signed By:

Name:

Title:



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

THIS IS AN AGREEMENT ("Agreement"), dated this 14th day of January, 2020, 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, on December 4, 2019, the LESSOR and LESSEE executed the First Amendment to the Original Agreement to update the monthly base rent, include provisions required by statutory amendments imposed since the Parties entered into the Original Agreement, and enter into the one (1) year renewal period commencing on January 1, 2020 and expiring on December 31, 2020; and,

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

WHEREAS, the Parties desire to amend the Original Agreement to update the insurance requirements in accordance with the term and conditions set forth herein.

WITNESSETH

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. Section 7.5.3 of the Original Agreement, as amended, entitled Comprehensive Auto Liability is hereby amended as set forth below:

7.5.3 COMPREHENSIVE AUTO LIABILITY

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$100,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$100,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$100,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment shall remain in full force and effect, except as specifically modified herein.

SECTION 5. 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.

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

ATTEST:

LESSOR:

Marlene D. Graham
MARLENE D. GRAHAM, 1/14/2020
CITY CLERK

CITY OF PEMBROKE PINES

BY: *Charles F. Dodge*
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Jacobs Brown
Print Name: Jacobs Brown
OFFICE OF THE CITY ATTORNEY

LESSEE:

WITNESSES

EMILIO'S BBQ CATERING SERVICES CORP.

Audrey Bailey
Audrey Bailey
Print Name

BY: *Emilio Gonzalez*
Print Name: Emilio Gonzalez
Title: Owner

Print Name

STATE OF Florida)
) ss:
COUNTY OF Broward)

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 30th day of Dec., 2019.



Teresa Meyers
NOTARY PUBLIC
Teresa Meyers
(Name of Notary Typed, Printed or Stamped)



**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 4th day of December, 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.

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

ATTEST:


MARLENE D. GRAHAM, 12/11/19
CITY CLERK

APPROVED AS TO FORM


Print Name: SAMUEL S. GRIER
OFFICE OF THE CITY ATTORNEY

LESSOR:

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER

LESSEE:


EMILIO'S BBQ CATERING SERVICES CORP.


BY: 

Print Name: Emilio Gonzalez

Title: Owner

WITNESSES


Astrid Grosso
Print Name


Carolina Arango
Print Name

STATE OF Florida)
COUNTY OF Broward) ss:

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) _____

TERESA MEYERS
COMMISSION # 00271578
EXPIRES: December 19, 2022
Bonded Thru Notary Public Underwriters

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

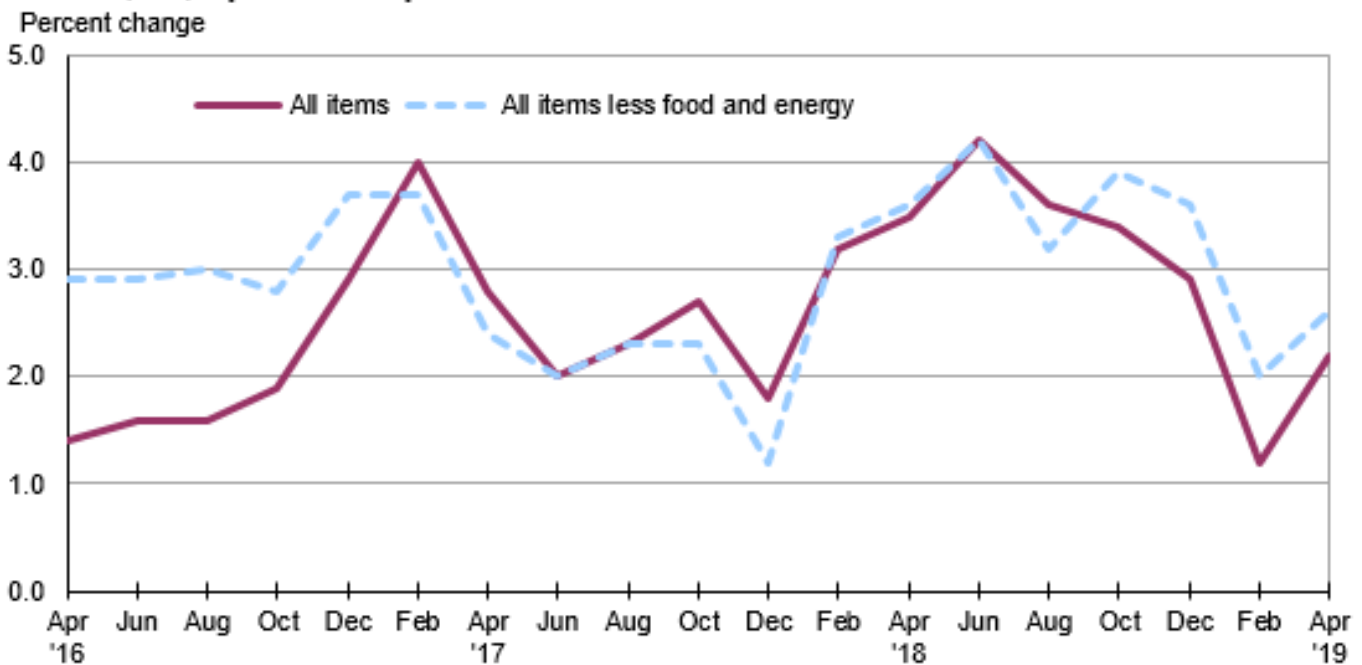
Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach – April 2019

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:

