



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal Department: Parks and Recreation

Delivered by: Elena Troia

Name

Date of Transmittal: 10/26/2023

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Deed |
| <input type="checkbox"/> Renewal Letter | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Work Order | <input type="checkbox"/> Trespass Affidavit |
| <input type="checkbox"/> Special Magistrate Order | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Vehicle Title | |

Is this to be recorded with Miami-Dade County Yes No

Is this record: Capital Improvement Non-Capital Improvement

Contract / Agreement Termination Date: _____

Description of Record Copy: Contract Renewal for P&V International Enterprises for

Concession Management Services

Approved by Council: Yes No Council Meeting Date: 08/22/2012
(Provide Resolution / Ordinance / Minutes attached when applicable)

Non-Council Item: _____
(Provide a brief explanation of the reason / need for the purchase, service, etc.)

Budgeted Funds: Yes No Account No.: _____ FY: _____

City Attorney's Office Use Only

W

Approved: _____

City Clerk's Office Use Only

Received: _____

**FIRST AMENDMENT TO THE
AGREEMENT BETWEEN
THE CITY OF DORAL
AND
P & V INTERNATIONAL ENTERPRISE
FOR
CONCESSION MANAGEMENT SERVICES**

This First Amendment to the Agreement between the **CITY OF DORAL** ("City") and **P & V INTERNATIONAL ENTERPRISE** ("Provider") executed this 25 day of ~~September~~^{OCTOBER}, 2023, is made a part of the original Agreement between the parties dated December 13, 2018 (the "Agreement"), between the City and Provider attached hereto as Exhibit "A". The City and Provider hereby agree as follows:

RECITALS

WHEREAS, the City issued and awarded Request for Proposals ("RFP") #2018-20 to Provider to provide concessions management services ("Services") for a period of three (3) years, with the option to renew for an additional two (2) one-year (1) periods; and

WHEREAS, pursuant to Resolution No. 18-192, the City approved the aforementioned award and resulting Agreement for said Services; and

WHEREAS, the Agreement became effective upon full execution, which date was December 13, 2018, and the initial and renewal terms provided for are scheduled to expire December 12, 2023; and

WHEREAS, the City is satisfied with the Services provided by the Provider, and is in need of an additional year of Services, therefore, the City and Provider now wish to amend the original agreement through this First Amendment to provide for an additional renewal term.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **EFFECTIVE DATE.** The effective date of this First Amendment shall be December 12, 2023.
2. **AMENDING TERM.** Section 2.1 "TERM/COMMENCEMENT DATE", is hereby deleted in its entirety, and substituted with the following language:

2.1 This initial Agreement shall become effective on December 13, 2018, and shall remain in effect for an initial three (3) year term, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this Agreement for three (3) additional one (1) year periods. The Provider shall maintain, for the

City of Doral

entirety of the stated additional periods(s), the same terms and conditions included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.

Except as modified herein, all other terms and conditions of Section 2 of the original Agreement shall remain in full force and effect.

3. **EXTENSION OF TERM.** The parties hereby agree to renew the Agreement for one (1) year as of the Effective Date of this First Amendment, thereby exercising its last of the three (3) renewal options.

4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.

5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this First Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in duplicate on the day and year last written below.

[SIGNATURE PAGE TO FOLLOW]



City of Doral

Attest:

 Connie Diaz 10/29/2023

Connie Diaz, City Clerk

CITY OF DORAL

By: *B.H.*

Barbara Hernandez, City Manager

Date: 10/27/2023

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

 Valerie Vicente 10/26/2023

Valerie Vicente, Esq.
for Nabors Giblin & Nickerson P.A.
City Attorney

PROVIDER

By: *Jose Almenara*

Its: *Jose Almenara Owner*

Date: 10/25/23

City of Doral

EXHIBIT "A"



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
P & V INTERNATIONAL ENTERPRISE
FOR
CONCESSIONS SERVICES AT CITY PARKS**

THIS AGREEMENT is made between **P & V INTERNATIONAL ENTERPRISE**, an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, on July 15, 2018, Request for Proposals (“RFP”) # 2018-20, “Concessions at City Parks” was advertised for the provision of providing concessions management services at City Parks; and

WHEREAS, Two (2) proposal submittals were received on August 20, 2018 with both the proposals meeting the required criteria set forth in the RFP; and

WHEREAS, an evaluation meeting was held on September 7, 2018 where all submitted proposals were scored and ranked. During this evaluation meeting it was determined that both firms would move onto the second phase of the evaluation process which consisted of presentations; and

WHEREAS, during the November 1, 2018 Council Meeting, the City Council of the City of Doral approved Resolution # 18-192 approving the award of RFP# 2018-20 and authorizing the City Manager to enter into an agreement with P & V International Enterprise.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to use the Concession as contemplated herein.
 - 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in Exhibit “A”, which is attached to this Agreement and incorporated herein and made part hereof by this reference.

- 1.3 The "Scope of Services" includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.
- 1.4 The City reserves the right to include or exclude additional parks under this agreement as determined by the City Manager.
- 1.5 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are mutually agreeable by both parties.
- 1.6 As part of the license rights described herein, the Provider is eligible to receive a 15% discount on Parks & Recreation Department Vendor Application and Agreement fees to provide concessions at City special events. Award of the RFP does not guarantee participation in City special events.
- 1.7 The Provider may propose special party rental packages to compliment the City's party rental program. This includes catering for birthday, baby showers, and all other activities which may utilize the rooms and pavilions available for rental at City parks. This is a non- exclusive arrangement and does not preclude parties renting spaces from using their preferred vendor.
- 1.8 The Provider acknowledges the operation of the vending machines is independent from this agreement. Items sold by the Provider do not preclude either party from selling the same or similar item.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this agreement for two (2) additional one (1) year periods. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement. Continuation of the Agreement beyond the initial term, to include the optional years, is the City's sole and absolute discretion.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Service Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Provider agrees to pay the City the proposed rate per location on a monthly basis for the right to operate the concession stand at the specified location, as outlined in Exhibit "B". The City may assess a 10% late fee on payments not received within ten (10) calendar days after the end of the previous payment period.
- 3.2 Prior to occupying the concession stand(s) the Provider shall submit a security deposit to the City in the amount of \$500.00.
- 3.3 The Provider shall begin compensating the City upon issuance of a Notice to Proceed ("NTP").

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.
- 4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.
- 4.3 The City reserves the right to contract third party vendors to provide concession services at designated special events held at City park facilities.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 Furnish two (2) copies of all required keys. Additional keys will be at the expense of the Provider. Lost/stolen/misplaced keys will result in change of lock/key at the Provider's expense.

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider

under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

- 6.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.
- 6.3 The Provider understands and agrees City staff shall have access to the concession at all times in order to access City-owned equipment. The Provider understands that the City may, from time-to-time, utilize the concession for storage or meal prep of City approved programming (e.g. camps or recreational programming.)
- 6.4 Provider may only enter the concession during the operating hours posted at each park facility.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the



date of the written notice of termination or the date of expiration of this Agreement.

- 8.4 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, Provider must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.
- 8.5 Upon termination or expiration of this Agreement, Contractor may remove any of its property from the Concession except that which has become fixtures. The City's property shall be left in a clean and as near to original condition as possible, this includes any repairs required to return the concession to its original condition. If the Provider fails in this responsibility, they City shall keep the security deposit.

9. **Concession Facilities.**

- 9.1 The Provider and a designated City of Doral staff member will conduct a facility inspection prior to Provider occupancy.
- 9.2 The Provider shall not display or affix any signs, install equipment, or make improvements to the Concession without first obtaining the advance written approval of the City Manager or designee.
- 9.3 The Provider agrees that it will be responsible for the installation, maintenance, repair and all costs associated there with for any equipment that the Provider desires to place into the Concession, as may be permitted under this Agreement. The City will have no responsibility for the cost of installation, maintenance, repair or any other costs related to any equipment placed into the Concession by the Provider. The City will have no responsibility to obtain any permits that may be required in connection with the installation, maintenance or repair of any equipment placed in the Concession.
- 9.4 The use of the Concession shall be limited to the sale of prepackaged foods and non- alcoholic beverages. Soda fountains may be permitted. The cooking and/or reheating of food products within the Concession shall be limited to activities that do not require the use of a stove, gas grill, barbecue grill or other similar equipment. The use of a microwave, electric grill, electric fryer or sandwich press may be permitted. Provider shall provide to the City a list of equipment for approval in the sole discretion of the City. Provider shall not sell or distribute

any glass bottles or containers. Other than the uses stated above, the Concession may not be used by Provider for any other purpose.

- 9.5 In the event of any damage to the Concession by the Provider or its agents, employees, volunteers or participants, the Provider shall be responsible for replacing the Concession or restoring the Concession to its condition prior to the use of the Concession by Provider, as determined by the City Manager.
- 9.6 The Provider's proposed equipment shall not exceed 20 amps per breaker at each concession site.
- 9.7 The Provider shall at all times stock and display a reasonable supply of food and beverages sufficient to satisfy demand at competitive prices comparable with the prices charged for food and beverages at other public parks in the area. The Provider agrees that the level of services in the proposal cannot change without the City's approval.
- 9.8 The Provider agrees to use a point of sale system approved by the City. The City shall have access to this point of sale system. The Provider will keep accurate and complete records of all revenue and expenses in connection with the operation of the concession facility. Such revenue and expenses will be supported by cash register tapes, invoices, sales slips bills, vouchers, payroll records, purchase orders and other pertinent records that, under recognized accounting and industry practices, contain information relating to costs, including gross sales or profits. In addition to any and all such documents or statements ("records") identifying total concession stand revenues for the time periods of operation as specified herein. Refer to Exhibit "E" for a sample weekly sales report.
- 9.9 Provider understands that the Equipment at the Concession Facilities is being made available to Provider in "**As Is**" Condition. The City does not expressly or impliedly warrant the condition of any food service equipment. The Provider waives the right to a claim for any damages Provider, its agents, employees, volunteers, guests or invitees from any use of the Concession

10. **Insurance.**

- 10.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

10.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

11. **Nondiscrimination.**

11.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

12. **Attorneys' Fees and Waiver of Jury Trial.**

12.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

12.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

13. **Indemnification.**

13.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a

manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

13.2 The provisions of this section shall survive termination of this Agreement.

13.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

14. **Notices/Authorized Representatives.**

14.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: P&V International Enterprise
13139 NW 10 Lane
Miami, FL 33182

15. **Governing Law.**

15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

16. **Entire Agreement/Modification/Amendment.**

16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or

relied upon by either party, other than those that are expressly set forth herein.

- 16.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. **Ownership and Access to Records and Audits.**

- 17.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 17.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 17.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 17.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

17.5 The Provider may also be subject to monthly audits of the concession facility by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;
- (b) Food quality, presentation, and merchandising;
- (c) Sanitation practices and conditions;
- (d) Personal appearance;
- (e) Training program techniques, schedules, and records;
- (f) Safety conditions;
- (g) Operational performance from a financial perspective; and
- (h) Other related operational conditions and/or practices.

18. **No assignability.**

18.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

19. **Severability.**

19.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. **Independent Contractor.**

20.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. **Representations and Warranties of Provider.**

21.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required

under federal, state and local laws necessary to perform the Services hereunder;

- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

22. **Compliance with Laws.**

- 22.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 22.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City, the Provider, or the Concession. The Provider, at the Provider's expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the Concession.
- 22.3 The City may promulgate and enforce reasonable rules and regulations governing the use of the Concession by the Provider, and the Provider shall provide adequate supervision of the Concession at all times the Provider is in control of the Concession.

23. **Non-collusion.**

- 23.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

24. **Truth in Negotiating Certificate.**

- 24.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be

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offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

25. **Waiver**

25.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

26. **Survival of Provisions**

26.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

27. **Prohibition of Contingency Fees.**

27.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

28. **Force Majeure.**

28.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

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29. **Counterparts**

29.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

30. **Interpretation.**

30.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

30.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

31. **Discretion of City Manager.**

31.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

32. **Third Party Beneficiary**

32.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

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33. **No Estoppel**

33.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]



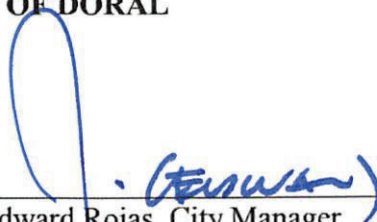
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

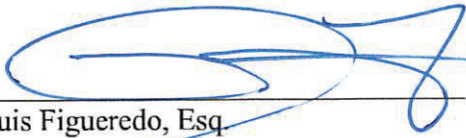


Connie Diaz, City Clerk

By: 

Edward Rojas, City Manager
Date: 12.13.18

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq
City Attorney

P&V International Enterprise

By: Ambar calero
Its: Ambar calero
Date: 12/10/18

AC

Exhibit "A"

Scope of Services

CONCESSION OPERATIONS

- 1.0 HOURS OF OPERATION:** The Provider agrees to operate the Concession at a minimum on the days and times, as outlined in Exhibit "B", and as mutually determined with the Provider at the Park and other compatible uses as permitted under applicable law for which the City Manager or designee has given prior written consent in each instance. The Provider is encouraged to operate the concession outside the minimum requirements if demand exists so long as changes in hours of operation are advertised to City staff and park patrons. The City Manager, or designee, shall have the flexibility to modify the minimum hours of operation if it is in the best interest of the City due to fluctuations in park activity. If the Provider wishes to make any changes to the schedule as outlined in "Exhibit B", the Provider must provide 72 hours written notice subsequently approved by the City.
- 2.0 LICENSES, CERTIFICATIONS, INSPECTIONS, AND PERMITS:** All required municipal, county and state licenses, certifications, inspections, and/or permits must be obtained within thirty (30) days of execution of Agreement. Payment and renewal of these licenses, certifications, inspections, and/or permits will be the sole responsibility of the Provider. The Provider shall provide a copy of all licenses, certifications, inspections, and/or permits to the City.
- 3.0 DEBIT AND CREDIT CARDS:** The Provider shall at parks where volume is sufficient, accept credit and debit card payments from park patrons.
- 4.0 WEEKLY SALES REPORT:** A weekly sales report shall be kept by the Provider as outlined in Exhibit "E" and submitted to the City with the monthly rental fee.
- 5.0 REPORTING SALES:** The Provider shall provide the supervisor on duty at each facility a copy of total sales in the concession at the end of each business day. This report must be a direct print- out from point- of- sale (POS) software.
- 6.0 STAFFING:** The individual(s) assigned to work for the City by Provider must pass Class 2 criminal background checks and will not be a City employee(s).
- 7.0 REPORTING SALES TAX REMITTANCE:** The Provider shall pay sales taxes or provide the City with proof of collection and remittance of sales taxes to the State of Florida on a monthly basis. The Provider shall provide proof of sales tax remittance to the City on a monthly basis.
- 8.0 MENU:** The Provider shall submit a sample menu with food items and proposed prices with a copy of each item's Food & Drug Administration mandated Nutritional Facts Label. Proposals

will be evaluated and scored based on affordability, quality, and variety of menu options and conformance with Exhibit "D". Sales items and prices shall be subject to approval by the City Manager, or designee.

9.0 CHANGES TO MENU: The City must approve any changes to items on the menu in order to remain compliant with healthy snack options.

10. PRE-PAID SNACK PACKAGES: The Provider may provide special pre-paid snack package menus such as individual mixed fruit packages, sandwiches, and sports drinks. These menus and pricing are subject to the City's approval.

11. PROMOTIONAL ACTIVITIES WITH LEAGUES: The Provider is encouraged to work with the City's sports providers to develop fundraising promotions and activities throughout the year.

12. NUTRITIONAL STANDARDS: Provider shall reference Ordinance 2012- 21 (Exhibit "D") establishing nutritional requirements for food and beverages sold at City Facilities. **Failure to adhere to the requirements herein shall constitute a material breach of the contract and be subject to immediate termination.**

13. DISPOSAL OF TRASH: The Provider shall, on each day of operation of the Concession, properly dispose of all litter and trash generated through its use of the Concession upon the close of the operation day inside the dumpster located at the Park. The City will not have any responsibility for the disposal or removal of any litter or trash generated as a result of the Provider's operation of the Concession.

14. SECURING ITEMS: The Provider shall be solely responsible for securing all equipment and inventory stored within the concession.

15. INCIDENT REPORTS: The Concessions Manager or any Provider employee shall contact City staff when any noteworthy event occurs at the Concessions, including but not limited to injuries, trespassing, equipment/inventory loss or other significant event.

16. INSPECTION OF CONCESSION: The Provider shall be responsible for inspecting the condition of the facilities and equipment in the Concession, every day prior to its use. Inspection reports shall be made in writing and presented to the City Manager or designee if requested.

17. MANAGEMENT MEETINGS: The Concessions Manager shall meet with the City's Representative on a bi- weekly basis, at a mutually determined schedule, to discuss Concession-related matters and any contract issues.

18. CUSTOMER SERVICE: The Provider's employees shall be professional and courteous at all times with City staff and park patrons. The City requires a high level of customer service from the Provider's employees while performing concession duties. This item will be important in how the City evaluates the Provider's performance once a contract is awarded.

19. COVERAGE: There shall be No gaps in coverage. A gap in coverage constitutes a material breach of this Agreement.

20. CONCESSIONS MANAGER: The Provider shall designate a “Concessions Manager” who shall be responsible for all the work to be performed by the Provider under this Contract and shall serve as the point of contact. The Concessions Manager must have a minimum of two (2) years of concessions/restaurant/catering management experience and supervision. The Provider must provide to the City a copy of the selected Parks Concession Manager’s qualifications in writing. The selection of the Parks Concession Manager must be approved by City’s Representative.

21. MANAGER QUALIFICATIONS: The Concessions Manager needs to be a certified food manager pursuant to the requirements set forth by the Florida Department of Health. All employees shall be trained in safe food handling procedures through a City approved program, pursuant to applicable Florida Department of Health standards.

22. SCHEDULE REQUIREMENTS: The Concession Manager shall be on property at least five (5) days per week, two (2) hours per day during the hours of operation or at the request of the City’s Representative and shall be reachable during park operating hours.

23. APPEARANCE: The Provider’s employees shall come to work in a neat and sanitary manner and not pose a health threat or risk to the public.

25. UNIFORMS: The Provider shall purchase and provide to staff a uniform that meets the City’s approval. Staff shall not wear a City unapproved uniform or display City decals on Provider’s vehicles to conduct non- City related business or personal matters while inside or outside the city limits.

26. CONDUCT: The Provider shall not permit any intoxicated person or persons to remain at the Concession or allow profane or indecent language, or improper, boisterous or loud conduct to take place in or about the Concession.

27. BACKGROUND CHECKS: Provider shall conduct a Class 2 criminal background check on all employees that will perform work at City facilities once every calendar year. Provider shall submit the results of criminal background check prior any new employees commencing work at City facilities.

28. TRAINING: The Provider agrees that it will properly train and supervise all of its employees and ensure compliance with the City’s Drug Free Workplace policy.

Exhibit "B"

Hours of Operation and Compensation

AC

EXHIBIT B

**Minimum Required Hours of Operation
& Compensation**

DORAL MEADOW PARK

11555 NW 58 Street

MONTHS	DAYS	TIMES
Year Round	Monday - Friday	5:30 PM – 9 PM
Year Round	Saturdays	9 AM – 1 PM*
Year Round	Sundays	CLOSED**

MORGAN LEVY PARK

5300 NW 102 Avenue

MONTHS	DAYS	TIMES
Year Round	Monday - Friday	5:30 PM – 9 PM
Year Round	Saturdays	9 AM – 1 PM*
Year Round	Sundays	CLOSED**

DORAL LEGACY PARK

11400 NW 82 Street

MONTHS	DAYS	TIMES
Year Round	Monday - Friday	5:30 PM – 9 PM
Year Round	Saturdays	9 AM – 1 PM*
Year Round	Sundays	CLOSED**

*Concession may close at the conclusion of the final scheduled game/practice or 1:00pm, whichever is later. On days in which no programming is scheduled, the concession may close at 1:00pm.

**Contractor may elect to open.

**MONTHLY
CONCESSION FEES**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4 (RENEWAL)	YEAR 5 (RENEWAL)
Doral Meadow Park	\$75	\$100	\$150	\$155	\$160
Morgan Levy Park Concession	\$200	\$300	\$450	\$464	\$478
Doral Legacy Park Concession	\$250	\$375	\$562	\$579	\$596

AC

Exhibit "C"

Insurance Requirements

**EXHIBIT C
INSURANCE REQUIREMENTS
CONCESSIONS AT CITY PARKS**

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (Per Job)	\$3,000,000
Personal Injury	\$1,000,000
Products/Completed Operations Agg.	\$3,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Primary Insurance Clause
Contingent & Contractual Liability

II. Automobile Liability \$1,000,000

Owned or Scheduled Autos, including
Hired and Non Owned Autos

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Umbrella/Excess Liability Insurance: can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

AC

Exhibit "D"

Nutritional Standards

ORDINANCE #2012-21

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA CREATING SECTION _____ ESTABLISHING NUTRITIONAL REQUIREMENTS FOR FOOD AND BEVERAGES SOLD AT CITY FACILITIES, AND EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, 31.9 percent of American children and adolescents ages 2 to 19 are obese, or overweight, which translates into more than 23 million who are either obese or overweight; and

WHEREAS, overweight children and adults are at greater risk for numerous adverse health consequences, including type 2 diabetes, heart disease, stroke, high blood pressure, high cholesterol, certain cancers, asthma, low self-esteem, depression and other debilitating diseases;

WHEREAS, the medical costs of obesity have risen nationally to \$147 billion each year; and

WHEREAS, the City of Doral is committed to providing an environment where children and adults can maintain a healthy lifestyle; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AS FOLLOWS:

Section 1. Section _____ of the City Code of the City of Doral is hereby created to read as follows:

Section _____. Definitions.

- a. "Added sweetener" means any additive other than 100 percent fruit juice that enhances the sweetness of a beverage.
- b. "City Event" shall mean any event primarily sponsored by the City of Doral whether at a City Facility or elsewhere. This term shall not include events held at City Facilities by third parties



where the City is merely a sponsor and not responsible for any organizational aspects of the event.

- c. "City Facility" shall mean any property owned and operated by the City of Doral.

Section _____. Nutritional Requirements of Foods and Beverages.

- a. It shall be required that at least fifty percent (50%) of foods offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:
 - 1. Not more than 35 percent of its total calories shall be from fat.
 - 2. Not more than 10 percent of its total calories shall be from saturated fat.
 - 3. Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar.
 - 4. Not more than 175 calories per individual food item.
- b. It shall be required that at least fifty percent (50%) of beverages offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:
 - 1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and that have no added sweeteners.
 - 2. Drinking water.
 - 3. Milk, including, but not limited to, chocolate milk, soy milk, rice milk, and other similar dairy or nondairy milk.
 - 4. Electrolyte replacement beverages that do not contain more than 42 grams of added sweetener per 20 ounce serving.
- c. The price for foods and beverages conforming with the above sections shall not exceed comparable nonconforming products by more than a maximum of ten percent (10%).

Section _____. Implementation.

- a. The City Manager or his/her designee shall be responsible for the implementation and enforcement of this Ordinance and shall consult a licensed nutritionist to that effect.
- b. All RFPs, ITBs or other solicitations for concession services at City Events or Facilities shall weigh the nutritional offerings of proposers or bidders with a weight of no less than twenty percent of the total solicitation score.
- c. All contracts for concession services or other services that will provide food or beverages at any City Event or Facility shall



reference this section and clearly state that failure to adhere to the requirements herein shall constitute a material breach of the contract and be subject to immediate termination.

Section 2. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in their entirety.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Doral, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective commencing September 19, 2012.

AC

The foregoing Ordinance was offered by Councilmember Boria, who moved its adoption. The motion was seconded by Councilman Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilman Peter Cabrera	Yes
Councilwoman Luigi Boria	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED on first reading this 22 day of August, 2012.

PASSED AND ADOPTED on second reading this 19 day of September, 2012.



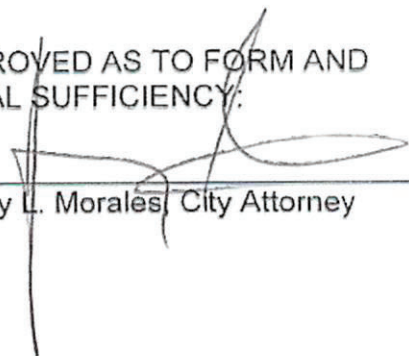
Juan Carlos Bermudez, Mayor

ATTEST:



Barbara Herrera, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Jimmy L. Morales, City Attorney

AC

Exhibit "E"

Weekly Sales Report

AC

EXHIBIT "E"

SAMPLE OF CONCESSION WEEKLY REPORT

FACILITY: _____ **WEEK:** _____

WEEKLY SALES		
DATE	DAILY SALES	NOTES
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		
WEEKLY EXPENSES TOTAL		

COMMENTS	
*	
*	
*	
*	

****Attach daily reports and receipts.****



Concession Manager

12/10/18

Date

City's Representative

Date

AC

RESOLUTION No. 18-192

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #2018-20 "CONCESSIONS AT CITY PARKS" TO THE TOP RANKED FIRM, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH P & V INTERNATIONAL ENTERPRISE FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS, AND ALLOWING THE CITY MANAGER TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM IF AN AGREEMENT CANNOT BE NEGOTIATED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On July 15, 2018, Request for Proposals #2018-20, "Concessions at City Parks" was advertised for the provision of providing concessions management services; and

WHEREAS, Two (2) submittals were received on August 20, 2018, with both proposals meeting the required criteria set forth in the RFP; and

WHEREAS, an evaluation meeting was held on September 7, 2018, where all the submittals were scored and ranked. During the evaluation meeting it was determined that both firms would move onto the second phase of the evaluation process which consisted of presentations; and

WHEREAS, On October 2, 2018, both firms made their presentations to the evaluation committee; and

WHEREAS, the evaluation committee determined that based on a three hundred (300) point system, the firms ranked as follows;

- | | |
|-----------------------------------|------------|
| 1. P & V International Enterprise | 272 points |
| 2. Rican Bros LLC | 223 points |

WHEREAS, Staff respectfully requests the approval to award Request for Proposals #2018-20 "Concessions to City Parks" to the top ranked firm and authorize the

City Manager to negotiate and enter into an agreement with P & V International Enterprise for the provision of providing concession management services for a period three (3) years with two (2) additional one (1) year renewals for a possible total of five (5) years and to allow the City Manager to negotiate with the next highest ranked firm, successively, if an agreement cannot be negotiated. Revenues for this activity would be deposited in Recreation - Concessions 001.9000.347203.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The City Manager is hereby authorized to extend the agreement with X for the provision of providing concessions management services at City parks for the City of Doral Parks and Recreation Department for a period of three (3) years with two (2) additional one (1) year renewals for a possible total of five (5) years and to allow the City Manager to negotiate with the next highest ranked firm, successively, if an agreement cannot be negotiated.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 1 day of November, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY