

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 13C  
DATE 8/22/11

Special Meeting Date: August 22, 2011

Public Hearing \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motion X

Item: #20110111 – Interim Concessionaire for the Saints

Recommended Action:

- 1) Approval to waive the bidding, emergency, Chapter 35.11 (A), and enter into a Contract with Domenick's Catering as an interim Concessionaire at the Saints Golf Course until all negotiations with current bidders are completed and we enter into a permanent contract.

Exhibits: Department memo attached [ ] Yes [X] No

Copy of the executed contract.

Summary Explanation/Background Information: Jane Rowley of Grill on the Green has terminated her Contract with the City. The bidding process is still continuing with the City still in negotiations with Lefty's Grill. Utilizing our "Emergency" Contract with Domenick's Catering, he will be serving as an Interim Concessionaire until the negotiations are complete and the City enters into a permanent Contract.

Director of OMB concurs with award: DRP City Manager concurs with award: JAB

Department requests 12 minutes to make a presentation.

Submitted by: Cheryl Shanaberger

Title: Deputy Director, OMB

Date Submitted: August 12, 2011

**RECEIVED**

**AUG 15 2011**

City Manager's Office

## MEMORANDUM

To: City Council

From: Jerry A. Bentrott; City Manager

Date: August 12, 2011

Re: **Waive Bidding Process**

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The City's Parks and Recreation Department is requesting to waive the sealed bid process and award a contract to Domenick's Catering as an interim concessionaire at the Saints Golf Course. They are needed until negotiations are complete and the new vendor is under contract. Domenick's Catering has an existing contract for the Civic Center plus a contract to provide meals in the event of an emergency for the City. This contract is needed in order to have continuation of service for the customers at the Saints.

Under chapter 35.11 (A) and by recommendation of this office, the City Council may waive the bidding process for Emergency Purpose. Please advise if any further information is needed.

JB:dkp

**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

This CONTRACT, executed this 4<sup>th</sup> day of August, 2011, by and between the **CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida**, hereinafter called "City" party of the first part, and **DOMENICK'S CATERING, LLC, a Florida limited liability company, whose principal address is 9221 SE Civic Center Lane, Port St Lucie, FL 34952, Telephone No. (772) 398-7015, Fax No. (772) 461-5069**, hereinafter called "Concessionaire," party of the second part.

**RECITALS**

In consideration of the below terms, conditions, restrictions, obligations and covenants set forth herein, the parties agree as follows:

**CONTRACT SUPERVISOR**

As used herein the Contract Supervisor shall mean Curtis Wichern, Golf Course Administrator, at telephone number (772) 807-4454, or his designee.

**SECTION I  
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Concessionaire agrees to perform is temporary emergency services for Concession Operations at The Saints Golf Course (the "Concession Premises") until a new Concessionaire is selected. This Contract hereby provides for, immediate occupancy of the Concession Premises to maintain the continuous provision of food and drink service.

**SECTION II  
TIME OF PERFORMANCE**

The term of this Contract shall immediately commence on the date the last party signs this Contract ("Commencement Date") and terminates on December 31, 2011, unless otherwise extended by written agreement of the parties, or until the City awards and enters into an agreement with a person or party for a long-term concession operation for the sale of food and beverages on the Concession Premises. The Concessionaire agrees to vacate the Concession Premises within ten (10) days of its receipt of the City's written notice to terminate this Contract.

**SECTION III  
LOCATION AND HOURS OF SERVICE**

The Saints Golf Course is located in Port St. Lucie, Florida at 2601 SE Morningside Boulevard, off Port St. Lucie Boulevard. The Golf Course is open to the public during normal operation hours from dawn to dusk, unless otherwise changed by the City, the Contract Supervisor, or his designee.

All concessions shall be open to the public seven (7) days per week, fifty-two (52) weeks per year. All concessions will be closed all day on certain City Holidays and other days, as deemed necessary by the Contract Supervisor, or his designee, including Christmas Day (December 25<sup>th</sup>). The parties agree that the Contract Supervisor shall provide the Concessionaire with notice of closure of the Golf Course and Concession Premises no later than 5:00 p.m. on the day prior to the date the Golf Course will be closed.

The City reserves the right to schedule tournaments, leagues, and other special events. Concessionaire will be required to coordinate the sale and/or supply of food and beverages during such special events with the golf course manager. Concessionaire will be required to be open and fully operational during any and all scheduled tournaments, leagues and other special events and occasions.

#### **SECTION IV CONCESSION USE PAYMENTS**

Concessionaire will pay to City 10% of Concessionaire's net receipts. Said payment shall be due on or before the 10<sup>th</sup> day of every month during the term of the Contract and any amendments or extensions hereto.

#### **SECTION V REPORTS AND RECORDS**

The Concessionaire shall maintain during the term of this Contract all books of accounts, reports, and records, which are customarily used in this type of operation and are necessary to document Concessionaire's activities and sales conducted pursuant to this Contract. The Concessionaire's records shall also include but not be limited gross receipts. The form of any and all such records and reports of the Concessionaire shall be subject to the review and approval of the Director of the Parks & Recreation Department ("Director"), or his/her designee. The Concessionaire shall make its records and reports available for review upon the request of Director, the Contract Supervisor, or their designees.

Concessionaire shall allow the Director, the Finance Director, or their designees, or the auditors of the City, to inspect all or any part of the compilation procedures for the monthly reports. The time, place and conduct of the City's inspections of the Concessionaire's reports and records shall be at the sole option and discretion of the Director, or his designee. All records shall be made available during regular business hours at a reasonable location in St. Lucie County, Florida for a period of five (5) years after the termination of this Contract and any extension thereof.

#### **SECTION VI EXPENSES**

In addition to rent, Concessionaire shall be responsible for fees, costs, and expenses as described below:

- Propane Gas - 100%
- Telephone (those telephone lines related to the Concessionaire's operation) - 100%
- Advertising (for the Concessionaire's operation only) - 100%
- Personnel to operate City supplied mobile carts - 100%
- Any personal property and sales taxes related to the Concessionaire's operation – 100%

During the term of this Contract, the former lessee of the Concession Premises, Rowley, Inc., is allowing the Concessionaire to use furniture and smallwares belonging to Rowley, Inc. Concessionaire shall provide all supplies to properly operate the restaurant and concessions located on or about the Concession Premises. Concessionaire shall be responsible for the maintenance of the furniture and supplies belonging to Rowley, Inc. Any and all damage to said furniture, smallwares and other supplies or equipment that are not the personal property of the Concessionaire shall be the sole responsibility of Concessionaire, and the City shall not be liable for any costs or damages of any kind or nature whatsoever.

Any items or supplies purchased, or other expenses created, by Concessionaire shall be the sole responsibility of Concessionaire.

## SECTION VII RESPONSIBILITIES AND SPECIFIC DUTIES

Concessionaire will be responsible only for the daily operations of the food and beverage services. Concessionaire will have no responsibilities of any kind to or for the pro shop located on the Golf Course Premises.

Concessionaire shall be responsible for the daily cleaning of the mobile cart, grillroom and bar, and equipment, which shall also include, but not be limited to, the following:

- Dining/banquet area(s)
- Kitchen
- Pantry
- Outside sitting area (patio)
- Mopping and sanitizing all tile floors daily
- Disposing and removing of garbage, trash, and grease daily and deposit in proper receptacle. The grease trap(s) shall be cleaned daily by Concessionaire.
- Adjacent outside kitchen area to be trash free.

Concessionaire will be responsible for the equipment, stands and other fixtures related to Concessionaire's food and beverage service operations inside the clubhouse building and the mobile cart. There are no outside vending machines.

## SECTION VIII ASSIGNMENT, SUBLETTING AND SUCCESSORS IN INTEREST

Concessionaire shall not sub-lease the Concession Premises in whole or in part, nor assign or subcontract the services to be provided under this Contract to any other persons or firm without first obtaining the City's written approval, which shall not be unreasonably withheld. The City's written approval of any assignment or sub-lease shall not be construed as subjecting the City to liability of any kind or nature whatsoever to any assignee, sub-lessee, or subcontractor. Further, no assignment, sublease, or subcontract shall, under any circumstances, relieve the Concessionaire of its liabilities and obligations under this Contract.

## SECTION IX USE OF PREMISES

Concessionaire shall use and occupy the Concession Premises as a restaurant/banquet facility exclusively for Concessionaire's operation of restaurant/banquet activities and for no other purpose. Concessionaire shall not use or occupy the premises in violation of any laws, or applicable codes, rules and regulations, or of the Certificate of Use or Occupancy issued for the building of which the Concession Premises are a part. The Concessionaire shall immediately discontinue any use of the premises which is declared by the City or any governmental authority having jurisdiction of the premises or applicable subject matter, to be in violation of any law, code, regulation, or in violation of said Certificate of Use or Occupancy. Concessionaire shall comply with any order or direction of the City or any governmental authority having jurisdiction, which shall, by reason of the nature of Concessionaire's use or occupancy of the Concession Premises, impose any duty upon Concessionaire or City with respect to the use or occupation of the Concession Premises.

Concessionaire shall neither permit nor do anything that will invalidate or increase the cost of any fire and extended coverage insurance policy covering the building and/or property located therein. The Concessionaire shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Concessionaire shall promptly, upon demand,

reimburse the City for any additional premiums charged for any additional policy required to be obtained by the City as a result of Concessionaire's failure to comply with the provisions of this paragraph. Concessionaire shall neither permit nor do anything, on or about the premises that would in any way obstruct or interfere with the rights of any other occupants of the building, Concession Premises, or attendant facilities. The Concessionaire agrees that it shall not use or allow the premises to be used for any immoral, unlawful or objectionable purpose, nor shall Concessionaire maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Concession Premises.

## **SECTION X ALTERATION**

Concessionaire may not make any changes, alterations, improvements or additions to the Concession Premises, or attach or affix any articles thereto without City's prior written consent. All alterations, additions, or improvements that may be made upon or about the Concession Premises by the City or Concessionaire (except unattached trade fixtures and office furniture and equipment owned by Concessionaire) shall not be removed by Concessionaire, but shall become and remain the property of the City. All alterations, improvements, and additions to the Concession Premises (as permitted by the City) shall be done only by the City, Concessionaire, or Concessionaire's mechanics, approved by the City, and shall be at Concessionaire's sole cost and expense. Any such alterations, improvements or addition shall be performed during the days and hours and in such a manner first approved by the City. If Concessionaire makes any alterations, improvements or additions to the Concession Premises, then the City may require Concessionaire, at the termination/expiration of this Contract, to restore the premises to substantially the same condition that existed prior to the commencement of this Contract. Any mechanic's or materialmen's lien for which the City has received a notice of intent to file, or which has been filed against the Concession Premises or any part of the Golf Course or the building, that arises or results from the work performed for and on behalf of the Concessionaire, or relates to the materials furnished to Concessionaire, shall be discharged, bonded over, or otherwise satisfied by Concessionaire within ten (10) days following the earlier of the date City receives: (1) notice of intent to file a lien; or (2) notice that the lien has been filed. If Concessionaire fails to discharge, bond over, or otherwise satisfy any such lien, the City may do so at Concessionaire's expense, and any and all amounts paid by the City, including reasonable attorney's fees, shall be reimbursed by Concessionaire within ten (10) days following Concessionaire's receipt of any bills paid for by the City.

## **SECTION XI INDEMNIFICATION/INSURANCE**

To the extent permitted under Florida Statutes the Concessionaire shall indemnify, defend and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the Concessionaire, its agents, employees in the performance of this Contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Concessionaire, or its agents, employees or subcontractor, in the performance of this Contract. In the event any action or proceeding is brought against the City by reason of any such claim, the Concessionaire shall immediately, upon notice from the City, defend the City and save harmless from the same, at Concessionaire's sole cost and expense, by legal counsel reasonably satisfactory to the City. Concessionaire, as a material part of the consideration to the City, hereby assumes all risk of loss, damage or injury to property and any persons, in, upon or about the Concession Premises from any cause other than the City's gross negligence. Further, Concessionaire hereby waives any and all claims in respect thereof against the City. As consideration for this indemnity provision the Concessionaire shall be paid the sum of ten dollars (\$10.00), which will be invoiced and paid prior to commencement of work. The Concessionaire shall be responsible to provide a separate invoice that shall be submitted with the signed Contracts, or, if a Purchase Order is issued, the Concessionaire shall remit this invoice with their Insurance Certificates.

Neither the City nor its agents shall be liable for any damage to property entrusted to employees of the building, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surfaces, or from any other place, or resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence of the City, its agents, servants or employees. Neither the City, nor its agents, employees, officers nor representatives shall be liable for any latent defect in the Concession Premises or in the building. Concessionaire shall give prompt notice to the City in case of fire or accidents in the Concession Premises or in the building or of defects therein or in the fixtures or equipment. Concessionaire hereby acknowledges that the City shall not be liable for any interruption to Concessionaire's business for any cause whatsoever, and that Concessionaire shall obtain Business Interruption Insurance coverage should Concessionaire desire to provide coverage for such risk.

The Concessionaire shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statute. The Worker's compensation Certificate of Insurance shall be specifically for operations at The Saints.

Concessionaire shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Concessionaire does not own any automobiles the Business Auto Liability requirement shall be amended allowing Concessionaire to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability for public liability, not exclusive for food contamination and food borne illnesses, during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Concessionaires, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

The Concessionaire shall maintain Dram Shop (Liquor Liability) Insurance, and any other required liability insurance coverage required for serving alcoholic beverages during the term of this Contract and any extension thereof. Said insurance is mandatory with limits of \$1,000,000.00 per occurrence and is required to be kept on file with the liquor license application. Evidence of Concessionaire's Dram Shop/Liquor Liability coverage for the sale of alcoholic beverages that could cause intoxication shall be submitted to the City upon request.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, **Contract #20110111**". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be Contract #20110111

Concessionaire at the Saints

acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Concessionaire shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Concessionaire shall agree by entering into the Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Concessionaire shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Concessionaire enter into such an agreement on a pre-loss basis.

It shall be the responsibility of the Concessionaire to insure that all subcontractor comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Concessionaire for any and all claims under this Contract.

Immediately following notification of the award of this Contract, Concessionaire shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of required insurance have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day notification due to cancellation or non-renewal of coverage. In the "Description of Operations ..."  
Certificate shall list **Contract #20110111 for Concession Operations at the Saints Golf Course.**

**NOTE:** Concessionaire shall not be allowed to operate without proper insurance certificates.

Concessionaire may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

## SECTION XII DAMAGE OR DESTRUCTION

If the Concession Premises are damaged by fire or other casualty (collective "Casualty"), the damage shall be repaired by and at the expense of the City, provided such repairs can, in the City's opinion, be made within sixty (60) days after the occurrence of such casualty without the payment of overtime or other premiums. Until such repairs are completed, the rent (if applicable) shall be abated in proportion to the part of the premises that is unusable by Concessionaire in the conduct of Concessionaire's restaurant/banquet area. However, there shall be no abatement of rent by reason of any portion of the premises being unusable for a period equal to one (1) day or less, or if the casualty is due to the negligent acts or omissions of Concessionaire or Concessionaire's employees.

If the City determines that such repairs cannot be made within sixty (60) days, the City may, at its option, make the repairs within a reasonable time, not to exceed one hundred twenty (120) days, and in such Contract #20110111

Concessionaire at the Saints

event this Contract shall continue in effect and the rent shall be apportioned in the manner provided above. City's election to make such repairs must be evidenced by written notice to Concessionaire within thirty (30) days after the occurrence of the damage.

If the City does not so elect to make such repairs that cannot be performed or completed within sixty (60) days, then either party may, by written notice to the other, cancel this Contract as of the date of the casualty. A total destruction of the building in which the Concession Premises are located shall automatically terminate the Contract.

### **SECTION XIII DEFAULTS**

The occurrence of any of the following shall constitute a material default and breach of the Contract:

1. A failure by Concessionaire to observe and perform any provision, term or condition of this Contract.
2. The making by Concessionaire of any general assignment for the benefit of creditors; the filing by or against the Concessionaire of a petition to have the Concessionaire adjudged bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Concessionaire, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Concessionaire's assets located at the premises or of Concessionaire's interest in this Contract, where possession is not restored to Concessionaire within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Concessionaire's assets located at the premises or of Concessionaire's interest in this Contract, where such seizure is not discharged within thirty (30) days.

Concessionaire shall not be in default in the performance of any obligation provided for herein, unless and until Concessionaire has failed to perform such obligation within thirty (30) days after written notice by the City to Concessionaire specifying wherein Concessionaire has failed to perform such obligation.

The City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Concessionaire to the City specifying wherein the City has failed to perform such obligation. Provided, however, that if the nature of the City's obligation is such that more than thirty (30) days are required for its performance, then the City shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

### **SECTION XIV REMEDIES**

In the event Concessionaire commits an act of default as set forth in Section XIII or materially breaches any provision of this Contract, the City may terminate this Contract. Upon termination, the City shall have the right to collect an amount equal to any or all of the following: all expenses incurred by the City in recovering possession of the Concession Premises, including reasonable attorney's fees; all reasonable costs and charges for the care of the premises while vacant; all renovation costs incurred in connection with the preparation of the Concession Premises for a new tenant; and an amount by which the entire rent for the remainder of the term exceeds the loss of rent that Concessionaire proves could have been reasonably avoided.

**SECTION XV  
RIGHT OF ACCESS**

Upon reasonable notice to Concessionaire, the City and its agents, employees, or representatives shall have free access to the Concession Premises during all reasonable hours for the purposes of examining the same to ascertain whether the Concession Premises and attendant food and beverage service facilities are in good repair, and to determine if any repairs, which shall be performed at the sole cost and expense of the Concessionaire, are necessary, however, The City, however, shall have no obligation, as a result of conducting any such examination or inspection, to make any repairs other than expressly set forth herein.

**SECTION XVI  
COMPLIANCE WITH LAWS**

Concessionaire shall give all notices required by law, and shall otherwise comply with all applicable laws, ordinances, regulations and codes. The Concessionaire shall, at its sole cost and expense, secure and pay any and all fees and charges for any permits required for the performance of this Contract.

**SECTION XVII  
LICENSING**

Concessionaire warrants that it possesses all licenses and certificates necessary to perform the services required under this Contract. Concessionaire also warrants and represents that it is not in violation of any laws. Concessionaire further represents and warrants that its license and certificates are current and will be maintained throughout the duration of the Contract. Concessionaire will supply the liquor license for wine, beer, and spirits.

**SECTION XVIII  
SPECIAL CONDITIONS**

As additional consideration and inducement for the City to enter into this Contract with the Concessionaire for the use and occupancy of the Concession Premises to provide food and beverage service to the patrons of the City's Saints Golf Course, the Concessionaire agrees as follows:

1. It is expressly agreed and understood that the Concessionaire is in all respects an independent contractor as to the operation of the Concession Premises and the performance of its obligations under this Contract. The means and method utilized to operate the premises shall be the responsibility of the Concessionaire.
2. The hours of operation shall be mutually agreed upon by City and Concessionaire.
3. In the event that the City's Contract Supervisor, or his designee, determines that there are deficiencies in the service provided by the Concessionaire, the City shall notify the Concessionaire in writing as to the precise nature of any such deficiencies. Within ten (10) calendar days of receipt of such notice Concessionaire shall take reasonable steps to correct any deficiencies.
4. The City reserves the right to review and, if necessary, reject all proposed advertising of the Concessionaire's services to the general public and/or business associates, and/or other considered targeted markets or customers.

a. The Concessionaire shall be required to submit any proposed signage for either inside or outside the Concession Premises at least ten (10) calendar days prior to the Concessionaire's proposed advertisement or sign posting date(s).

b. The Concessionaire shall be required to comply with the City's sign ordinance.

5. The Concessionaire shall be responsible for providing and paying for the telephone(s) and internet and telecommunication services it intends to utilize; however, they must be compatible with the telephone system installed in the building and the City's internet service provider. Concessionaire will be responsible for any and all charges incurred by Concessionaire related to its use of utility and telecommunication services for its food and beverage (and any other business operations) on the Concession Premises.

### **SECTION XIX LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of the State of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

### **SECTION XX RENEWAL OPTION**

This Contract may be extended by mutual agreement of both parties as needed.

### **SECTION XXI ENTIRE AGREEMENT**

The written terms, conditions, obligations and provisions of this Contract shall supersede all prior verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

### **SECTION XXII TERMINATION**

The City may terminate this Contract with or without cause by giving the Concessionaire a ten (10) day notice.

At the termination of this Contract, Concessionaire shall surrender the premises to the City in good condition and repair as of the commencement date of this Contract, reasonable wear and tear is accepted. The Concessionaire shall leave the Concession Premises "broom-clean." If the Concessionaire is not in default upon the termination of this Contract, Concessionaire shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Concession Premises by Concessionaire, provided that Concessionaire promptly repairs any damage to the Concession Premises caused by such removal.

### **SECTION XXIII NOTICE**

Concessionaire at the Saints

It is understood and agreed between the parties that all notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, or by United States Mail with postage prepaid (Airmail if international), and shall be directed to the following persons and/or entities unless written notice of a change of address is given:

**FOR CONCESSIONAIRE:**  
DOMENICK COLLURA, JR.  
c/o Domenick's Catering, LLC  
9221 SE Civic Center Lane  
Port St. Lucie, FL 34952

**FOR CITY:**  
OFFICE OF MANAGEMENT & BUDGET  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
Attn: Cheryl Shanaberger, CPPO  
Phone: 772-871-5223  
Fax: 772-871-7337  
Email: [cheryls@cityofpsl.com](mailto:cheryls@cityofpsl.com)

**With Copy to:**  
CITY ATTORNEY'S OFFICE  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

Notice delivered or mailed as stated above shall constitute sufficient notice to the parties in compliance with the terms of this Contract. Notice provided herein in this paragraph shall include all notices required in this Contract or required by law.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

CITY OF PORT ST. LUCIE FLORIDA

By: Jerry A Bentho  
City Manager

ATTEST:

By: Karen A Phillips  
City Clerk

By: [Signature]  
Authorized Representative of Domenick's Catering, LLC

State of: Florida

County of: St Lucie

Before me personally appeared: Domenick A Collura  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: FL Driver License  
(type of identification)

Identification No. C460.161.64.123.0

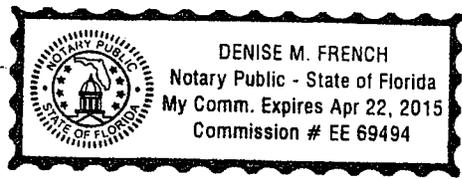
and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this 4th day of August, 2011

[Signature]  
Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires: 04.22.15.



(seal)