

ORDINANCE 12-47

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND PIETRO CIVILETTI; PROVIDING AN EFFECTIVE DATE.

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THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Lease Agreement between the City of Port St. Lucie and Pietro Civiletti to be substantially in the form of a Lease Agreement attached hereto as Exhibit "A" and by reference incorporated herein.

Section 2. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

BY: \_\_\_\_\_  
JoAnn M. Faiella, Mayor

ATTEST:

\_\_\_\_\_  
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Roger G. Orr, City Attorney

**CITY OF PORT SAINT LUCIE  
CONTRACT #20120045**

This CONTRACT, executed this 3 day of 7/3/12, 2012, by and between the **CITY OF PORT ST. LUCIE, FLORIDA, a Florida Municipality, duly organized under the laws of the State of Florida**, hereinafter called "City" party of the first part, and **Caffe Luna, LLC., a Florida Limited Liability Company, whose principal address is 691 S.W. Sardinia Avenue, Port St. Lucie, Florida, 34953**, 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: Provide food and beverage concession for the Civic Center Café. Caffe Luna, L.L.C. will exclusively operate and oversee the Café only.

**NOTICES**

Concessionaire: Caffe Luna, L.L.C.  
Att: Pietro Civlietti  
691 S.W. Sardinia Avenue  
Port St. Lucie, FL 34953  
Telephone 772-353-5149  
Email: caffeiluna2011@hotmail.com

Contract Administrator: Office of Management & Budget  
Att: Lisa Marie Lawrence  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34984  
Telephone 772-871-7390 Fax 772-871-7337  
Email: llawrence@cityofpsl.com

Contract Supervisor: Civic Center  
Att: Tonya Taylor  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34984  
Telephone 772-871-5092 Fax 772-398-2944  
Email: tonyat@cityofpsl.com

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

The specific work that the Concessionaire agrees to perform is services for Concession Operations at the Civic Center (the "Concession Premises"). This Contract hereby provides for the Concessionaire to provide continuous food and drink services.

## SECTION II TIME OF PERFORMANCE

The term of this Contract shall begin on the 1<sup>st</sup> day of July, 2012 and run for a period of five (5) years, except as otherwise provided herein, the Contract will terminate on June 30<sup>th</sup>, 2017. This Contract can renew as per Section XX.

## SECTION III LOCATION AND HOURS OF SERVICE

The Civic Center is located in Port St. Lucie, Florida at 9221 SE Civic Center Place and is open to the public during normal operation hours (schedule to be provided by the Contract Supervisor), unless otherwise changed by the City, the Contract Supervisor, or her designee.

### Hours of Operations at the Cafe:

Monday –Thursday 7:00 a.m. – 9:00 p.m.

Friday – Saturday 7:00 a.m. – 11:00 p.m.

Sunday Closed (unless a special event is scheduled)

The Civic Center 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 her designee. The parties agree that the Contract Supervisor shall provide the Concessionaire with notice of closure of the Civic Center Premises no later than 5:00 p.m. on the day prior to the date.

## SECTION IV CONCESSION USE PAYMENTS TO THE LANDLORD

The Concessionaire shall pay to the City a security deposit of **\$2,500.00** due and payable upon full execution of this Contract. The City will hold the deposit in a non-interest bearing account for the term(s) of the Contract as security for the payment of rent and any damage to the facility caused by the Concessionaire, its agents, or employees.

Concessionaire shall make monthly Percentage Rent of ten percent (10%) of the previous month's gross receipts, without notice or demand, by the 15<sup>th</sup> of each month, along with a copy of the prior month's State of Florida Sales & Use Tax. Percentage rent not paid by the due date shall bear interest at the rate of nine percent (9%) per month from the date due until paid.

Percentage rent shall not be due and Concessionaire shall not be obligated to operate the facility at the Civic Center during any time period when the Café is unavailable through no fault or negligence of the Concessionaire.

The City reports to the State of Florida the Sales Use Tax imposed and collected on the rental use of City owned property.

Concessionaire shall pay all rents, fees, charges, and expenses from Articles III and V, and submit all reports required by this Contract, to the following:

"City of Port St. Lucie"  
Ms. Tonya Taylor, Civic Center Administrator  
9221 SE Civic Center Lane  
Port St. Lucie, FL 34984

#### **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 to 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:

- Telephone (those telephone lines related to the Concessionaire's operation) -

100%

- Advertising (for the Concessionaire's operation only) - 100%
- Any personal property and sales taxes related to the Concessionaire's operation - 100%

Concessionaire shall provide all supplies to properly operate the Café located on or about the Civic Center Premises. 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 can only use/sell Coca-Cola products.

Domenick's Catering has the exclusive catering contract. Concessionaire must receive written consent from Domenick's Catering for any catering services.

**Absolutely no alcohol may be served at the Café.**

Concessionaire shall be responsible for the daily cleaning of the Café area, and equipment, which shall also include, but not be limited to, the following:

- Pantry
- 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. (If applicable)
- Area outside Café to be trash free.

## **SECTION VIII ASSIGNMENT, SUBLETTING AND SUCCESSORS IN INTEREST**

Concessionaire shall not sub-lease the Concession Premises in whole or 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 Café 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 or Concessionaire's or 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 Civic Center 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

The Concessionaire agrees to indemnify, defend, and hold harmless the City, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, intentional or wrongful misconduct of the Concessionaire and persons employed or utilized by the Concessionaire. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Concessionaire agrees, on a primary basis and at its sole expense, to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Concessionaire are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Concessionaire under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization other than the City. The City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project.

or any obligation to name the "City of Port St. Lucie" as an additional insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Contract.

The Concessionaire agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Concessionaire qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Florida municipal corporation, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Florida Municipality, its officers, employees and agents for Contract #20120045 for the Concessionaire at the Civic Center**". Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be 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 Bidder shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the

**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 café area.

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 event this Contract shall continue in effect. 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:

- A failure by Concessionaire to observe, perform any provision, term, or condition of this Contract.

amended statutory limit of liability of the City.

The Concessionaire agrees 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 Contract to waive subrogation without an endorsement, then Contractor 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It is the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

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

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. 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.

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 #20120045 for Concessionaire at the Civic Center Caf e.**

•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 receipt of 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 Concessionaire; 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 to right to 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. The City 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.

## **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 Civic Center, 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 starting on **July 1<sup>st</sup>, 2017** and every five (5) years thereafter, both parties agree to open for renegotiation, all current terms and conditions of this Contract.

#### **SECTION XXI TERMINATION**

The City may terminate this Contract with or without cause by giving the Concessionaire a written thirty (30) 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 excepted.

SECTION XXII  
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.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF PORT ST. LUCIE FLORIDA  
By: \_\_\_\_\_  
City Manager  
ATTEST:  
By: Karen A Phillips  
City Clerk

Caffe Luna, L.L.C  
By: PIETRO CIVILETTI  
Print Name and Title: OWNER

Witness: Gioacchino Di Giorgio  
Print Name: GIOACCHINO DI GIORGIO

State of: Florida  
County of: ST LUCIE

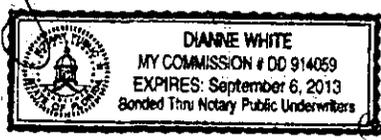
Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Before me, personally appeared, Pietro Civiletti the owner of Caffe Luna, L.L.C.  
(please print) (Title)

Please check one:  
Personally known   
Produced Identification: \_\_\_\_\_  
Identification No. \_\_\_\_\_

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

WITNESS my hand and official seal, this 3rd day of July, 2012.  
Dianne White  
Notary Signature  
Notary Public: State of Florida at Large.  
My Commission Expires: 9/6/2013



**SB #20120045**  
**CITY OF PORT ST. LUCIE CIVIC CENTER**  
**CAFÉ EQUIPMENT LIST**

Please be advised that the City of Port St. Lucie owns the following equipment:

**Café Items**

- 1 – Open refrigerator case – self serve counter space
- 1 – Display case merchandiser
- 1 – Hand sink

W.C.L. Initial Café Luna

**MEMORANDUM**

DATE: June 7, 2012

TO: ~~Stefanie Beskovec~~

FROM: Lisa Marie Lawrence  
Contract Specialist, Office of Management & Budget

SUBJECT: Bid #20120045 - Concessionaire at the Civic Center Café

Attached for your review are the "draft" bid documents that have been prepared for the above Bid. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the Bid Documents.

Thank you.

\*\*\*\*\*

LEGAL has reviewed standard specifications and standard contract documents and approved:  
(With Changes SB Without Changes     )

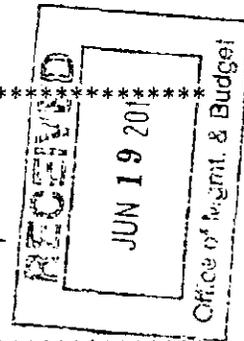
See attached, would like to

6/19/12

(Pending Changes Listed)

Clarify term

(Date)



\*\*\*\*\*

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation:

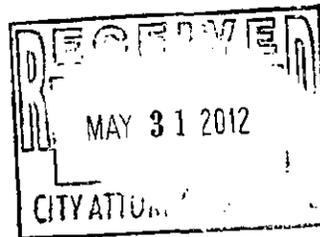
[Signature]

6/19/2012  
(Date)



**MEMORANDUM**

DATE: May 31, 2012  
TO:  
FROM: Lisa Marie Lawrence  
Contract Specialist, Office of Management & Budget



**SUBJECT: Contract #20120045 – Concessionaire at the Civic Center Café**

Attached for your review are the “draft” contract document that have been prepared for the above Bid. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the Bid Documents.

Thank you.

\*\*\*\*\*

~~LEGAL~~ has reviewed standard specifications and standard contract documents and approved:

(With Changes SB Without Changes \_\_\_\_\_)

See in blur

6/5/12

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

\*\*\*\*\*

Renee Major has reviewed standard specifications and standard contract documents and approved: (With Changes \_\_\_\_\_ Without Changes \_\_\_\_\_)

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

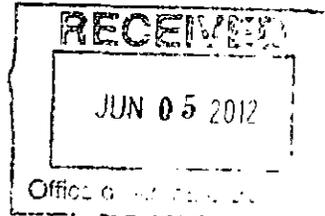
\*\*\*\*\*

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: Lawrence

6/7/2012

\_\_\_\_\_  
(Date)



**MEMORANDUM**

DATE: May 31, 2012

TO:  
FROM: Lisa Marie Lawrence  
Contract Specialist, Office of Management & Budget

SUBJECT: Contract #20120045 – Concessionaire at the Civic Center Café

---

Attached for your review are the "draft" contract document that have been prepared for the above Bid. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the Bid Documents.

Thank you.

\*\*\*\*\*

LEGAL has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*

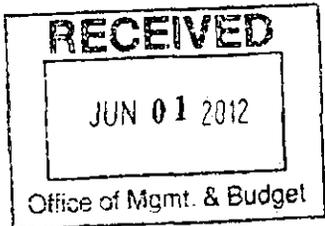
~~Renee Major~~ has reviewed standard specifications and standard contract documents and approved: (With Changes  Without Changes )

Renee Major \_\_\_\_\_ 5-31-12  
(Pending Changes Listed) (Date)

*Although types of ins are correct, need new ins. language.*

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

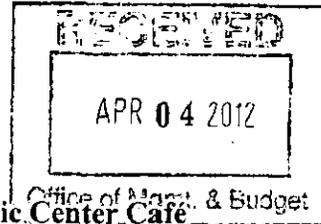
OMB Confirmation: J. Lawrence \_\_\_\_\_ 5/31/2012  
(Date)



**MEMORANDUM**

DATE: April 3, 2012

TO:  
FROM: Lisa Marie Lawrence  
Contract Specialist, Office of Management & Budget



SUBJECT: Bid #20120045 – Concessionaire at the Civic Center Cafe

Attached for your review are the "draft" bid documents that have been prepared for the above Bid. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the Bid Documents.

Thank you.

\*\*\*\*\*

Sherman Conrad has reviewed standard specifications and standard contract documents and approved: (With Changes \_\_\_\_\_ Without Changes \_\_\_\_\_)

Sherman Conrad  
(Pending Changes Listed)

4-4-12  
(Date)

\*\*\*\*\*

LEGAL has reviewed standard specifications and standard contract documents and approved:  
(With Changes \_\_\_\_\_ Without Changes \_\_\_\_\_)

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

\*\*\*\*\*

Renee Major has reviewed standard specifications and standard contract documents and approved: (With Changes \_\_\_\_\_ Without Changes \_\_\_\_\_)

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

\*\*\*\*\*

Ed Fry has reviewed standard specifications and standard contract documents and approved:  
(With Changes \_\_\_\_\_ Without Changes \_\_\_\_\_)

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

\*\*\*\*\*

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: LM Lawrence

4/4/2012  
(Date)

MEMORANDUM

DATE: April 3, 2012

TO:  
FROM: Lisa Marie Lawrence  
Contract Specialist, Office of Management & Budget

SUBJECT: Bid #20120045 - Concessionaire at the Civic Center Café

Attached for your review are the "draft" bid documents that have been prepared for the above Bid. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the Bid Documents.

Thank you.

\*\*\*\*\*  
Sherman Conrad has reviewed standard specifications and standard contract documents and approved: (With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

\*\*\*\*\*  
LEGAL has reviewed standard specifications and standard contract documents and approved: (With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

\*\*\*\*\*  
Renee Major has reviewed standard specifications and standard contract documents and approved: (With Changes  Without Changes )

*Renee Major*

*4-5-12*

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

*Please use new jing language- keep in language to include food, beverage, alcohol, food, beverage, alcohol, food, beverage, alcohol. Ed Fry has reviewed standard specifications and standard contract documents and approved: had the exclusive*  
\*\*\*\*\*  
Ed Fry has reviewed standard specifications and standard contract documents and approved: (With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

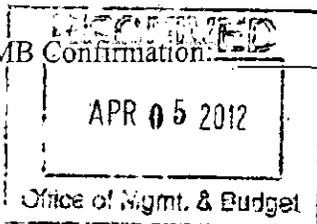
\*\*\*\*\*  
OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: \_\_\_\_\_

*Lawrence*

*4/5/2012*

\_\_\_\_\_  
(Date)



MEMORANDUM

DATE: April 3, 2012  
TO:  
FROM: Lisa Marie Lawrence  
Contract Specialist, Office of Management & Budget  
SUBJECT: Bid #20120045 – Concessionaire at the Civic Center Café

RECEIVED  
APR 03 2012  
FINANCE DEPT.

Attached for your review are the "draft" bid documents that have been prepared for the above Bid. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the Bid Documents.

Thank you.

\*\*\*\*\*  
Sherman Conrad has reviewed standard specifications and standard contract documents and approved: (With Changes \_\_\_\_ Without Changes \_\_\_\_)

\_\_\_\_\_  
(Pending Changes Listed) (Date)

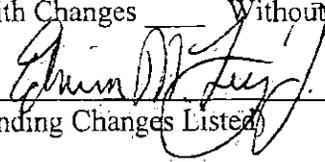
\*\*\*\*\*  
LEGAL has reviewed standard specifications and standard contract documents and approved: (With Changes \_\_\_\_ Without Changes \_\_\_\_)

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*  
Renee Major has reviewed standard specifications and standard contract documents and approved: (With Changes \_\_\_\_ Without Changes \_\_\_\_)

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*  
Ed Fry has reviewed standard specifications and standard contract documents and approved: (With Changes \_\_\_\_ Without Changes )

  
\_\_\_\_\_  
(Pending Changes Listed) (Date) 4/4/12

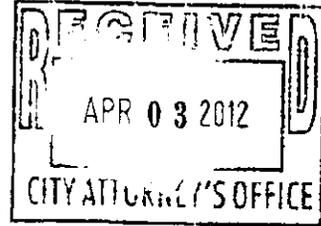
\*\*\*\*\*  
OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation:   
\_\_\_\_\_  
(Date) 4/5/2012

RECEIVED  
APR 05 2012  
Office of Mgmt. & Budget

MEMORANDUM

DATE: April 3, 2012  
TO:  
FROM: Lisa Marie Lawrence  
Contract Specialist, Office of Management & Budget



SUBJECT: Bid #20120045 -- Concessionaire at the Civic Center Café

Attached for your review are the "draft" bid documents that have been prepared for the above Bid. If you desire any additions, changes, or deletions, please mark where appropriate.

Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the Bid Documents.

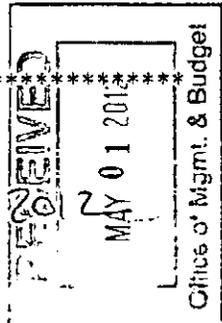
Thank you.

\*\*\*\*\*  
Sherman Conrad has reviewed standard specifications and standard contract documents and approved: (With Changes \_\_\_ Without Changes \_\_\_)

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*  
LEGAL has reviewed standard specifications and standard contract documents and approved:  
(With Changes SB Without Changes \_\_\_)

I would like to Review the Lease Agreement 5/2/12  
(Pending Changes Listed) My changes are in blue (Date)



\*\*\*\*\*  
Renee Major has reviewed standard specifications and standard contract documents and approved: (With Changes \_\_\_ Without Changes \_\_\_)

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*  
Ed Fry has reviewed standard specifications and standard contract documents and approved:  
(With Changes \_\_\_ Without Changes \_\_\_)

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*  
OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: [Signature] 5/1/2012  
(Date)

5/1/2012 -  
Corrections with  
lease attached.

J.

MAY 01 2012

**MEMORANDUM**

DATE: July 3, 2012  
TO: City Clerk's Office  
FROM: Lisa Marie Lawrence  
Office of Management & Budget  
SUBJECT: Authorization to Release Contract

CONTRACT #: 20120045  
CONTRACT TITLE: Concessionaire at the Civic Center

VENDOR NAME: Caffe Luna c/o Pietro Civiletti  
VENDOR ADDRESS: 691 S.W. Cardinia Avenue  
CITY & STATE: Port St. Lucie, FL 34953

ENCUMBRANCE REQUIRED: No  
DATE COUNCIL APPROVED: June 25, 2012

Please accept this memorandum as your authority to distribute the executed document.

PLEASE SEND A COPY OF THE EXECUTED DOCUMENT TO: Toyna Taylor @ the Civic Center

Thank you.



Attachment(s)

**RECEIVED**

JUN 12 2012

City Manager's Office



"A City for All Ages"

# CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE



A CITY FOR ALL AGES

## LETTER OF TRANSMITTAL

Date: July 23, 2012

To: Caffe Luna c/o Pietro Civiletti  
691 S.W. Cardinia Avenue  
Port St Lucie, FL 34953

From: City Clerk's Office  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

RE: Contract #20120045  
Concessionaire at the Civic Center

Please find enclosed:

- X Fully executed **original** contract for your file.
- Fully executed **copy** of the contract for your file.
- Other:

Sincerely,

Sally Walsh  
Deputy Clerk/Record Analyst