

AGREEMENT
FOR LIMITED FOOD SERVICES AT CITY HALL

This AGREEMENT made and entered into this 12 day of march, 2019, by and between CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, herein after referred to as "City", and El Gran Cafecito, Inc. DBA Alexandra's, a Florida corporation, herein referred to as the "Contractor" whose principal address is 2723 Hollywood Boulevard, Hollywood, FL 33021.

WITNESSETH

WHEREAS, on April 12, 2018, via email, the City of Hollywood sought the services of a qualified and experienced food service provider to provide limited food services at the food emporium, located on the second floor of City Hall, at 2600 Hollywood Boulevard, Hollywood, FL 33020; and

WHEREAS, on April 17, 2018 a meeting was held at City Hall for interested vendors to learn more about said services, inspect area of food service operation, ask questions, and be informed of the next steps in the process; and

WHEREAS, three informal proposals were submitted and evaluated by an Evaluation Committee and a recommendation was made to the City Commission to enter into a one year agreement with Alexandra's Café, LLC, and

WHEREAS, on May 16, 2018, via Resolution No. R-2018-148, the City Commission authorized the appropriate City Officials to enter into an agreement with Laura's and Lolitas, LLC DBA Alexandra's; and

WHEREAS, effective on November 8, 2018 Laura's and Lolitas, LLC sold their business establishment to El Gran Cafecito, Inc. DBA Alexandra's; and

WHEREAS, on December 5, 2018, via Resolution R-2018-373, the City Commission authorized the appropriate City Officials to enter into an agreement with El Gran Cafecito, Inc. DBA Alexandra's; and

WHEREAS, the City of Hollywood and Contractor desire to enter into this Agreement for Food Services at City Hall, under the terms and conditions contained herein,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS EXPRESSED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1
NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive Agreement with the Contractor. The Contractor shall not restrict the City from acquiring, similar, equal or like goods and services from other entities or sources.

ARTICLE 2
DAYS AND HOURS OF OPERATION

The initial hours of operation shall be from 7:30 a.m. to 3:30 p.m., Monday through Thursday, City holidays exempted.

The following City observed holidays are as follows:

- | | |
|----------------------------------|---------------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King's Birthday | 9. Day after Thanksgiving |
| 3. Presidents Day | 10. Christmas Eve |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. New Year's Eve |
| 6. Labor Day | |
| 7. Veteran's Day | |

~~Additionally, the Contractor will be permitted (but not required) to close for the week that occurs between Christmas Day and New Year's Eve.~~

ARTICLE 3
OBLIGATIONS OF THE PARTIES

A. The City shall:

- 1) Provide turnkey facilities of approximately 522 square feet located on the second floor of City Hall for the operation of the food emporium.
- 2) Maintain the building and building systems equipment at the City's expense. However, this shall not include any equipment that is the property of the Contractor or its duly authorized representatives.
- 3) Provide, without charge, all utilities required for operation of the food emporium. However, the City does not guarantee uninterrupted supply of any utility nor shall it be responsible for any expenses or losses which may result, directly or indirectly, from an interruption or malfunction of any utility. The City shall be diligent in its efforts to restore any utility should an interruption or malfunction occur.
- 4) Provide and maintain without charge the following kitchen equipment:
 - 1 each – 30-gal. water heater, RUUD
 - 1 each – hand sink
 - 1 each – three compartment sink
 - 1 each – L-shape counter
 - 1 each – ice dispenser, Scotsman with wall unit icemaker
 - 2 each – working tables, stainless steel 74" x 28"
 - 1 each – fire extinguisher
 - 1 each – refrigerator, reach-in Arctic Air
 - 1 each – TV wall mounted 1 each - double door refrigerator (True Manf) model GDM49 (display)
 - 1 each - single door refrigerator (True Manf) model GDM23 (display)

(All electric in food emporium is 120 volts).

B. The Contractor shall:

- 1) Be responsible for reasonable protection and care in the use of the assigned space and in the use of City's equipment.

- 2) Ensure adequate service is provided for City employees and visitors during scheduled hours.
- 3) Be amendable to maximize "green products", which may include, without limitation, the use of biodegradable containers for providing food items.
- 4) Sell only food and beverages that comply with all applicable federal, state, and local laws. Pursuant to City policy, the sale of alcoholic beverages shall not be permitted.
- 5) Be certified and licensed for the types of services specified and proposed. ~~The Contractor shall obtain all necessary licenses, certifications, and permits at their sole expense and furnish copies of same to the City of Hollywood upon notice of award.~~
- 6) Be responsible for complying with all provisions applicable to the Occupational Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees to comply with this law and all regulatory state or local laws affecting job safety.
- 7) Operate the food emporium in a safe manner that is complementary to a well-kept public building, and be responsible for sanitation, cleanliness, and general housekeeping.
- 8) Provide any equipment necessary to the operations of the food emporium with the exception of equipment to be provided by the City as described in the City's obligations section. The title for all equipment provided by the Contractor shall remain with Contractor. Contractor will provide a list of said equipment to City.
- 9) Deposit at the end of each operating day all trash, garbage and recycled materials in dumpsters and designated receptacles provided without charge by the City.
- 10) Provide for a daily cleaning procedure, which shall be implemented at the end of each operating day to prevent the unsafe accumulation of grease and food residue.
- 11) Comply with all ordinances, regulations and directives issued by any public health agency and any other regulatory or enforcement agencies having jurisdiction over the operation.
- 12) Allow access to the area at all times by the City's Director of Procurement Services, or his/her designee for inspection at the location where food is sold and where food is prepared. Contractor shall correct all deficiencies identified in writing by the City.
- 13) Be permitted to bring the following equipment to the food emporium, and shall be solely responsible for all maintenance, repairs, damages, theft, etc., refrigerator, steam table, cold cut slicer, flat top and toasters.

- 14) Advertise the food emporium in the Library and throughout City Hall.
- 15) Be willing to comply with, if initiated by the City, a "reward" or "token" program to residents.

ARTICLE 4 CONTRACTOR EMPLOYEES

The Contractor shall be responsible for hiring personnel to adequately operate the food emporium. All hiring shall conform to all requirements of the Federal, State and local laws relating to minimum wages, background checks, Social Security, Civil Right Act of 1964, unemployment compensation, workers' compensation and Health Department. Employees shall observe all applicable rules and regulations.

The Contractor must ensure that each employee exhibits cleanliness and good personal hygiene and takes adequate measures to ensure that food is not contaminated.

The Contractor must ensure that no employee smokes in any area where food is prepared, dispensed or stored.

The Contractor must ensure that each employee washes his or her hands as often as necessary to prevent the contamination of food. The Contractor shall additionally provide hand sanitizers available to employees.

The Contractor is responsible for every employee hired. Copies of the employee's background check information shall be provided to the City at no charge, prior to start of work in the food emporium. The City reserves the right to conduct an extensive background check on any employee of the Contractor at its sole cost and expense. If unfavorable information is found, the City reserves the right to request termination of the employee immediately.

ARTICLE 5 MODIFICATIONS

The food emporium may be upgraded or remodeled at the Contractor's expense upon written approval of the appropriate City officials. Any changes must comply with the City's Building Code Regulations and must be accessible in accordance with F.S. 553.503, Americans with Disabilities Act (ADA).

ARTICLE 6 MENU

Contractor shall provide a limited menu of made to order or pre-made healthy lite-meals including, without limitation, salads, sandwiches, fresh soups, beverages and premium coffee services daily for employees and residents. Menu pricing is attached hereto and incorporated herein by reference.

Coffee shall be made fresh daily and must be available throughout the day.

Contractor agrees that no cooking or similar activity which creates an odor shall be permitted in the food emporium.

**ARTICLE 7
TAXES**

The Contractor will be responsible for payment of all sales tax due and also pay any and all taxes required directly to the Federal, State and local authorities.

**ARTICLE 8
TERM**

The term of this Agreement shall be for a one year period from December 5, 2018 through December 4, 2019.

**ARTICLE 9
TERMINATION**

The City reserves the right to terminate this Agreement immediately with or without cause upon written notice to the Contractor. Such notice will not be required to state the reason(s) for termination. In the event of termination by the City, Contractor shall have seven days to vacate the premises, including all equipment.

**ARTICLE 10
LICENSING**

Contractor, during the entire term of this Agreement, must maintain all appropriate State, County and local licensing, copies of which are attached hereto and incorporated herein.

**ARTICLE 11
ASSIGNMENT**

Contractor shall not assign this Agreement, or transfer ownership or assign or transfer any services or work to be provided to the City without the prior written consent of the City. The City reserves the right to accept or reject the transfer or assignment of this Agreement in its sole and absolute discretion.

**ARTICLE 12
INSURANCE REQUIREMENTS**

Contractor shall maintain, at its sole expense, during the term of this Agreement the following insurances:

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

Commerical General Liability \$1,000,000

Worker's Compensation \$100,000/500,000/100,000 for coverage

Automobile Liability Minimum Florida Standards

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any Agreement entered-in-to-pursuant-to-this-bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require additional insurance in order to meet the full value of the Agreement.

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

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

ARTICLE 14

HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the Agreement.

ARTICLE 15

NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Paul A. Bassar, Director, Procurement Services
City of Hollywood
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, City Attorney

City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020


and if sent to Contractor, such notices shall be mailed to:

EL GRAN CAFECITO, INC.
d/b/a Alexandra's
3821 SW 59 Avenue
Davie, FL 33314

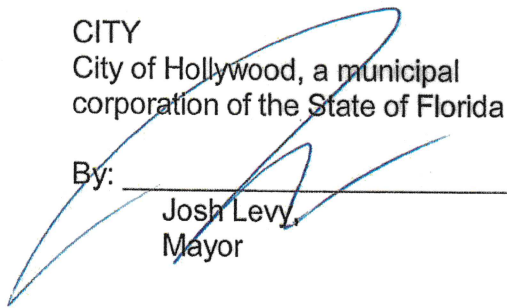
**ARTICLE 16
THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

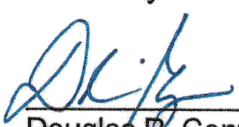
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

Attest: 
Patricia A. Cerny, MMC
City Clerk

CITY
City of Hollywood, a municipal
corporation of the State of Florida

By: 
Josh Levy
Mayor

Approved as to form and legal
sufficiency for the use and reliance
of the City of Hollywood, Florida, only.


Douglas R. Gonzales,
City Attorney

CONTRACTOR
El Gran Cafecito, Inc, dba Alexandra's

By: 

Print Name: HENRY QUINTANA

Attest: _____
Corporate Secretary
(Affix Corporate Seal)