

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH ELIA GROUP, LLC D/B/A ELIA PINECREST, LLC RELATING TO FOOD AND BEVERAGE VENDING SERVICES AT THE VILLAGE COMMUNITY CENTER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Pinecrest (the "Village") and the Elia Group LLC d/b/a Elia Pinecrest LLC (the "Contractor") entered into an Agreement dated effective June 4, 2018 (the "Agreement") to allow the Contractor to provide food and beverage vending services at the Village Community Center (the "Services"); and

WHEREAS, the term of the Agreement covered the period beginning on the effective date of the Agreement, June 4, 2018, through June 3, 2020, with three additional one-year options to extend exercisable by the Village; and

WHEREAS, the Village and the Contractor desire to retroactively extend the term of the Agreement through June, 3 2025, with two additional one-year options; and

WHEREAS, the Village and Contractor desire to further modify the Agreement by amending the Agreement's compensation provisions to require the Contractor to pay the Village a flat monthly fee of \$3,000.00 and require the Contractor to provide a \$3,000.00 performance guarantee; and

WHEREAS, the Village desires to approve a First Amendment to the Agreement, in substantially the form attached hereto as Exhibit "A" (the "First Amendment") and authorize the Village Manager to enter into the First Amendment to the Agreement; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Council hereby approves the First Amendment to the Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Village Manager is hereby authorized to execute the First Amendment to the Agreement, in substantially the form attached hereto as Exhibit "A." The Village Manager is further authorized to execute any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the First Amendment to the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this __ day of _____, 2022.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

FIRST AMENDMENT TO AGREEMENT

BETWEEN

THE VILLAGE OF PINECREST

AND

ELIA GROUP, LLC D/B/A ELIA PINECREST, LLC

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment ") is entered into this ____ day of _____, 2022, by and between the **VILLAGE OF PINECREST, FLORIDA**, a Florida municipal corporation (hereinafter the "Village"), and **ELIA GROUP, LLC D/B/A ELIA PINECREST, LLC**, a Florida limited liability company (hereinafter the "Contractor").

WHEREAS, the Village and the Contractor entered into that certain Agreement dated effective June 4, 2018 (the "Agreement"), to allow the Contractor to provide food and beverage vending services at the Village Community Center (the "Services"); and

WHEREAS, the term of the Agreement covered the period beginning on the effective date of the Agreement, June 4, 2018, through June 3, 2020, with three additional one-year options to extend exercisable by the Village; and

WHEREAS, the Village and the Contractor desire to retroactively extend the term of the Agreement through June, 3 2025, with two additional one-year options; and

WHEREAS, the Village and Contractor desire to further modify the Agreement by amending the Agreement's compensation provisions to require the Contractor to pay the Village a flat monthly fee of \$3,000.00 and require the Contractor to provide a \$3,000.00 performance guarantee; and

WHEREAS, the Village and Contractor desire to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:¹

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Defined Terms.** Article 1 of the Agreement is hereby amended as follows:

¹ Words ~~stricken through~~ shall be deleted. Words underscored constitute the amendment. Remaining provisions are now in effect and remain unchanged.

1.5. **Completion Date.** ~~June 3, 2020~~ June 3, 2025

1.6. **Contract Price.** ~~As detailed in the Schedule of Fees~~ \$3,000.00 per month

3. **Term of Agreement.** Article 4 of the Agreement is hereby deleted in its entirety and replaced as follows:

4. Term of Agreement.

4.1 Term of Agreement. The Term will commence on the Effective Date of the Agreement through June 3, 2025. The Village may renew this Agreement for two (2) additional one-year periods on the same terms as set forth herein upon written notice to the Contractor.

4.2 Termination.

4.2.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.

4.2.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop providing the Services unless directed otherwise by the Village Manager.

4.2.3. In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 4.2.4.

4.2.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

4. **Payment of Contract Price.** Article 5 of the Agreement is hereby deleted in its entirety and replaced as follows:

Article 5. Payment of Contract Price.

5.1. Payment. On or before the fifth (5th) day of each month during the term of this Agreement, the Contractor shall pay the Village \$3,000.00. Contractor shall provide the Village with a performance guarantee in the amount of \$3,000.00 within fourteen (14) days of the execution of the First Amendment, which performance guarantee shall be used to satisfy amounts due to the Village prior to the expiration or termination of the Agreement.

5. **E-Verify Affidavit.** The Agreement is hereby amended to create Article 18, "E-Verify Affidavit," as follows:

18.1. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system

to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

6. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement and any prior amendments or addendums, the terms and provisions of this First Amendment shall control.

7. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[The remainder of this page left intentionally blank.]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

