

**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE VILLAGE OF PINECREST,  
FLORIDA, AUTHORIZING THE VILLAGE MANAGER  
TO ENTER INTO A PROFESSIONAL SERVICES  
AGREEMENT WITH BOHEMIAN SPARK CAFE FOR  
THE PINECREST GARDENS CYPRESS HALL  
CONCESSIONAIRE; PROVIDING FOR AN EFFECTIVE  
DATE.**

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

Section 1. That the Village Council hereby authorizes the Village Manager to enter into an agreement with Bohemian Spark Café for the Pinecrest Gardens Cypress Hall Concessionaire.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of July, 2024.

\_\_\_\_\_  
Joseph M. Corradino, Mayor

Attest:

\_\_\_\_\_  
Priscilla Torres, MMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Mitchell Bierman  
Village Attorney

Consent Agenda




Yocelyn Galiano, ICMA-CM  
Village Manager  
manager@pinecrest-fl.gov

MEMORANDUM  
Office of the Village Manager

DATE: July 1, 2024

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing the Village Manager to Enter into a Professional Services Agreement with Bohemian Spark Café for the Pinecrest Gardens Cypress Hall Concessionaire

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The Village published a Request for Proposals (RFP) for the Pinecrest Gardens Cypress Hall Concessionaire, which will provide professional Food services at Pinecrest Gardens Cypress Hall. As a result of the RFP, three (3) proposals were received by the March 7, 2024 deadline.

At the April 18, 2024 meeting, Village Council authorized the Village Manager to negotiate a professional services agreement with the selected firm, Bohemian Spark Café. After a successful negotiation, Bohemian Spark Café has agreed to manage and operate the concession for \$11,000.00 per month due on the first day of the month, for the first year of operation. Followed by, Participation Rent, beginning in the second year of the contract, in which, an agreed upon percent (%) of net revenues will be added.

The agreement will remain in effect for five years, with up to two (2), five-year renewal options.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to enter into a professional services agreement with Bohemian Spark Café for the Pinecrest Gardens Cypress Hall Concessionaire.



**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE VILLAGE OF PINECREST**

**AND**

**BOHEMIAN SPARK CAFÉ, LLC**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_, 2024 (the “Effective Date”), by and between the **VILLAGE OF PINECREST, FLORIDA**, a Florida municipal corporation, whose principal address is 12645 Pinecrest Parkway, Pinecrest, Florida 33156 (hereinafter the “Village”), and **Bohemian Spark Café, LLC**, a Florida Corporation, whose address is 7760 SW 180 Terrace, Palmetto Bay, Florida 33157 (hereinafter the “Contractor”).

**WHEREAS**, the Contractor will the Contractor will manage and operate the Cypress Hall Café at Pinecrest Gardens for the Client. The café will operate on a daily basis from 8:30 am to 3:30 pm for daytime dining and 6:00 to 10:00 pm for evening dining service on behalf of the Village, all as further set forth in the Scope of Services addendum, attached hereto as Exhibit “A” (the “Services”); and

**WHEREAS**, the Contractor and Village, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

**1. Scope of Services.**

- 1.1 Contractor shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference.
- 1.2 Contractor shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”).

**2. Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for five years thereafter, with up to two, five-year renewal option, unless earlier terminated in accordance with Paragraph 8.

2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

3.1 Compensation for Rental of the Facility to render services provided by Contractor shall be in accordance with the Proposal attached hereto as Exhibit "A." Compensation pursuant to this Agreement for the operating services shall not exceed \$11,000 per month. Followed by, Participation Rent, beginning in the second year of the contract, in which, an agreed upon percent (%) of net revenues will be added.

3.2 Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**4. Subcontractors.**

4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

5.1 Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2 Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

**6. Contractor's Responsibilities.**

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

under similar circumstances. If at any time during the term of this Agreement or within sixty (60) days from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.

**7. Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, restaurant facility, etc.), with any current, or foreseeable, adversarial issues in the Village.

**8. Termination.**

8.1 The Village Manager, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the Contractor, or immediately with cause.

8.2 Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3 In the event of termination by the Village, the Contractor shall pay remaining rent for facility usage agreed by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project 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.

**9. Insurance.**

9.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those

specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than thirty (30) days after award of this Agreement and prior to the

execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- 9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4 **Loss Payee.** The Village is to be specifically named as a loss payee under the Contractor's Professional Insurance policy so that the Village will be a third-party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Contractor's Services or performance pursuant to this Agreement.
- 9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.6 The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.**

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

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

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

12.1 Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

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

**13. Notices/Authorized Representatives.**

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

For the Village: Yocelyn Galiano  
Village Manager  
Village of Pinecrest  
12645 Pinecrest Parkway

Pinecrest, FL 33156

With a copy to: Chad Friedman, Esq.  
Village Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, FL 33134

For the Contractor: Lia Torress-Lara, Founder and CEO  
Carmen Rodriguez, CFO  
Bohemian Spark Café  
7760 SW 180 Terrace  
Palmetto Bay, FL 33157  
(305) 246-3243 / cafe@bohemianspark.com  
hello@bohemianspark.com

**14. Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

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

15.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

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

16.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or

not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 16.2 Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3 Upon request from the Village’s custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7 Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Priscilla Torres  
**Mailing address:** 12645 Pinecrest Parkway  
Pinecrest, FL 33156  
**Telephone number:** 305-234-2121  
**Email:** [clerk@pinecrest-fl.gov](mailto:clerk@pinecrest-fl.gov)

**17. Nonassignability.**

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

**18. Severability.**

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

**19. Independent Contractor.**

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

**20. Compliance with Laws.**

20.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits

from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**21. Waiver.**

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

**22. Survival of Provisions.**

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

**23. Prohibition of Contingency Fees.**

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

**24. Public Entity Crimes Affidavit.**

24.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**25. Counterparts.**

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

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

**FOR THE CONTRACTOR:**

**BOHEMIAN SPARK CAFÉ, LLC**, a Florida Corporation

By: \_\_\_\_\_

Name: Lia Torres-Lara

Title: Founder and CEO, Bohemian Spark Café, LLC

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_

Name: Carmen Rodriguez

Title: CFO, Bohemian Spark Café, LLC

Date Executed: \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**FOR THE VILLAGE:**

**VILLAGE OF PINECREST, a**  
Florida municipal corporation

By: \_\_\_\_\_  
Yocelyn Galiano  
Village Manager  
Date Executed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Priscilla Torres, MMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
Mitchell Bierman, Esq.  
Village Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

This Scope of Services (or Scope of Work) is made part of the Professional Services Agreement dated \_\_\_\_\_, 2024 (“Agreement”) between Village of Pinecrest/Pinecrest Gardens (“Client”) and Bohemian Spark Cafe, LLC (“Contractor”).

**TERM**

October 1, 2024 – September 30, 2029

**SOW SUMMARY**

This exhibit describes the expectations and requirements of the Contractor assigned to manage and operate the Cypress Hall cafeteria for the Client. The Contractor will operate on a daily basis at Pinecrest Gardens from 8:30 am to 3:30 pm for breakfast and lunch service. Dinner Service hours will be 6:00 to 10:00 pm. The Client’s staff and Contractor will conduct business as defined in the Pinecrest Gardens Standard Operating Procedures.

**PAYMENT TERMS**

- Contract sum is \$11,000.00 for the first year period; in the form of a monthly payment in the amount of \$11,000.00 to Village of Pinecrest/Pinecrest Gardens. Participation Rent will begin in the second year, in which, an agreed upon percent (%) of net revenues will be added.

**SCOPE OF SERVICES/DELIVERABLES**

**1. Operation of the Pinecrest Gardens Cypress Hall Café**

- **Open New Cafeteria.** Contractor will work as primary food and beverage operator for the Cypress Hall multi-use space and liaise between Client and Contractor’s vendors to ensure operation is executed within budget and defined timelines and to maximize the quality of experience of both parties.
- **Operate on Premise.** The Contractor shall operate the cafeteria (café) in Cypress Hall and will be open for business to the public year-round. The café shall open for daytime business from the hours of 8:30 a.m. to 3:30 p.m. for breakfast and lunch service Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday and Sunday, except as may be otherwise specifically set forth herein or in the Pinecrest Gardens Standard Operating Procedures and except for planned renovations or situations that would be considered “Force Majeure”. The final daytime seating at the café on Monday through Friday shall be no later than 2:45 p.m., and the final daytime seating on Saturday and Sunday shall be no later than 4:15 p.m., so that the restaurant shall close its doors at 3:30 p.m. or 5:00 p.m., respectively. Evening seating hours for dinner service will be from 6:00 p.m. to 10:00 p.m. with a final seating by 9:15 p.m., so that the restaurant shall close its doors by 10:00 p.m., and follow the standard procedures determined by the Village of Pinecrest/Pinecrest Gardens.

Exceptions to the operating schedule will be dictated by Pinecrest Gardens and Village of Pinecrest.

Contractor will not be allowed to operate any additional business on Village premises.

- **Receivables.** All deliveries shall be received through the service door located adjacent to the Northeast wing of the main parking lot. Accepted delivery hours are Monday through Friday, 7:00 a.m. to 4:00 p.m. Deliveries will not be allowed on weekends.
- **Menu.** The Contractor shall construct and submit proposed menus for breakfast, lunch, and dinner services similar to the menu that was proposed during the bidding process. Each menu will include proposed food and beverage products, with prices, to be offered at the restaurant space, along with a copy of each item's US Food & Drug Administration mandated Nutritional Facts Label and proposed pricing. The Contractor will be afforded the opportunity to construct and propose catering menus with pricing for food and beverage packages for offering to prospective venue rental bookings taking place at Pinecrest Gardens.
- **Restaurant Space Maintenance.** The Contractor shall at all times maintain a sanitary, safe and courteous environment and provide high quality service while operating the restaurant space. The Contractor shall notify the Pinecrest Gardens Operations Manager of any non-custodial, special repair and maintenance requirements or malfunction of the Village's equipment within 24 hours of becoming aware of such problem. The Village shall repair, as needed, the building and restrooms. The Contractor shall allow the Village access to the premises at any reasonable time, to examine or make repairs, or alterations to the premises.

At the end of the agreement term, Contractor shall return the property to the Village in the same condition as when the property was first conveyed, except for ordinary wear and tear incidental to the use of the property.

- A. **GREASE TRAP.** Contractor shall be responsible for service to grease trap no less than every 6 weeks or as needed, including any repairs as necessary during venue occupation. The Village shall be responsible for any required upgrade to the septic system and any required connection to sewer service, at its sole cost and expense.
  - B. **TRASH REMOVAL.** Contractor shall be responsible for its own regularly scheduled garbage and trash removal with pick-ups as frequently as necessary to eliminate odor or pest infestation from occurring. Contractor is required to use a contracted pest control service for monthly treatments at their own cost
  - C. **HVAC.** Contractor shall be responsible for all repairs and maintenance to the HVAC, at its sole cost and expense. Contractor shall maintain, at its expense, an HVAC service contract with a vendor acceptable to Landlord for periodic servicing of the HVAC.
  - D. **GAS.** Contractor, at its sole cost and expense, shall maintain all propane gas tanks needed for service to the premises. The Contractor is responsible for refiling the tanks with a certified gas vendor.
- **Equipment.** The Contractor must provide an action plan for use and maintenance of Village owned space and equipment. Where the Contractor will be installing Equipment and/or fixtures and/or furnishings in the restaurant space, the Contractor shall do so with licensed and insured contractors employed by the Contractor who shall obtain any necessary permits for such work. All installations must be approved by the Village prior to installation, these additions will be at the cost of the proposer.

- **Health and Safety Standards.** The Contractor shall comply with all applicable local, state and federal laws and health and safety requirements, with all latest revisions or amendments, including but not limited to, the Occupational and Safety and Health Administration (OSHA) standards, State of Florida Department of Agriculture and Consumer Services, or the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation, as applicable, and Rule E64-11, Florida Administrative Code.
- **Meetings, Accounting and Reporting.** The Contractor and Pinecrest Gardens staff shall, as necessary by either party, meet at a mutually agreeable time and place to review and discuss operating results for the period to date. For the first 6 months of operations, such meetings will be monthly.

The Contractor shall install and maintain suitable Point of Sales terminals for general business sales and seating reservation platform. The accounting systems and records for the all operations shall be in accordance with generally accepted accounting principles. Contractor shall keep and maintain, at the premises, the books of account and all other records relating to restaurants operations. All records shall be made available to the Village and its authorized representatives at all reasonable times with reasonable prior notice for examination, audit, inspection, copying or transcription.

- **Inspections.** The Contractor may also be subject to periodic compliance inspections of the restaurant facility by the Village or its designee. The inspections may include a comprehensive review of the following:
  - A. Service quality, attentiveness, courteousness, etc.
  - B. Food quality, presentation, merchandising
  - C. Sanitation practices and conditions
  - D. Personal appearance of staff
  - E. Training program techniques, schedules, and records
  - F. Safety conditions
  - G. Operational performance from a financial perspective
  - H. Other related operational conditions and/or practices.

Any deficiencies resulting from these inspections must be corrected within the allotted time as specified by the Village at the time of notice.

- **Marketing.** All marketing and advertising efforts must be coordinated with and approved by the designated Pinecrest Gardens staff prior to the release of any such materials. The Contractor is required to submit all signage and marketing materials to Pinecrest Gardens for approval before installation. The Pinecrest Gardens/Village reserves the right to disapprove and require tenant to remove any signage or marketing material if deemed necessary.
- **Utilities.** Contractor shall pay cost of water, gas, electricity, fuel, light, heat, power and all other utilities furnished to the entirety of the Cypress Hall Room. Operator acknowledges that the utilities servicing Cypress Hall will also be used by other rooms not occupied by Contractor.
- **Insurance.** The Contractor must meet the insurance requirements of the Village and provide proof of insurance to the Village as depicted on section 9 Insurance of the Professional Service Agreement.

A. OTHER COVERAGES. Such additional insurance coverages as may be reasonably required by the Village.

- **Licenses and Permits.** The Contractor shall secure and pay for any and all necessary and required licenses, certifications, permits and inspections to perform the services, including, but not limited to Miami-Dade County, the State of Florida Department of Agriculture and Consumer Services, or the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation, as applicable, and Miami-Dade County. All required municipal, county and state certifications, licenses and/or permits must be completed within thirty (30) days of being awarded the restaurant space and prior to receipt of a Notice to Proceed.

The Contractor shall seek their own 4COP Liquor license. The Village will supply The Contractor with any information as deemed necessary to help facilitate.

- **Garden Usage.** Restaurant guests will not pay to enter the restaurant, guests will pay general admissions to enter Pinecrest Gardens. The admissions price will be consistent with the Gardens normal admissions pricing. Pinecrest Gardens staff will be responsible for obtaining payment from guests entering the Gardens during its normal operational hours. The Contractor will be responsible for ensuring that guests do not enter the Gardens if operating while the Gardens is closed (dinner service).
- **Events and Rentals.** The Contractor will have the opportunity to serve Pinecrest Garden owned rental bookings. The Contractor will not be considered the 'exclusive' food vendor for Pinecrest Garden on property wide rentals but may be consider the 'exclusive' in the Cypress Room for new rentals after Contractor has started operating the café. Pinecrest Gardens will be responsible for booking venue rentals garden-wide and the Contractor will be able to book and host their own internal party and rental reservations of up to twelve guests as long as the booking is in coordinated with Pinecrest Gardens venue rentals staff and it does not conflict with Pinecrest Gardens community events and falls within normal hours of operation. The Village will maintain the right to reserve the restaurant space for their own rental or concessionary needs, not involving the Contractor, with reasonable advanced notice given to the Contractor.
- **Change in Scope of Services.** Contractual work duties may change during the course of the contract. Changes will be communicated at check-in meetings and captured in the contractor action plan and standard operating procedures.