

RESOLUTION NO. 2018-87

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE AGREEMENT WITH BARI FOODS, LLC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH SAID VENDOR TO OPERATE AND MANAGE THE CONCESSION STAND AT PALMETTO BAY PARK; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, Palmetto Bay Park has a concession stand that to provide service to park patrons; and

WHEREAS, the Village does not have the resources to maintain the daily operations of the concession stand at Palmetto Bay Park; and

WHEREAS, Bari Foods, LLC submitted a Proposal on March 8, 2018 to the Village of Palmetto Bay expressing interest in operating the concession stand at Palmetto Bay Park; and

WHEREAS, the proposer will be able to operate and maintain a concession stand and provide proper service to park patrons.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby authorizes the agreement with Bari Foods LLC for the operation and management of the concession stand at Palmetto Bay Park.

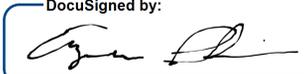
Section 2. The Village Manager is authorized to sign the agreement, in substantial form and content to the attached Exhibit A.

Section 3. This Resolution shall take effect immediately upon approval.

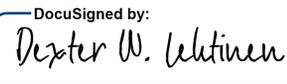
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PASSED and ADOPTED this 9th day of July, 2018.

Attest: 
6EDC211E5E8C48C...
Missy Arocha
Village Clerk


3B8854AD569F494...
Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:


1B1D08E71321445...
Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Karyn Cunningham YES
- Council Member David Singer YES
- Council Member Larissa Siegel Lara YES
- Vice-Mayor John DuBois YES
- Mayor Eugene Flinn YES

VILLAGE OF PALMETTO BAY

Palmetto Bay Park "Home Plate Grill" Operations and Management

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the Village of Palmetto Bay, a Florida municipal corporation, hereinafter referred to as "Village", and Bari Foods, LLC authorized to do business in the State of Florida, hereinafter referred to as "Proposer" and jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, Proposer submitted a Proposal dated March 8th, 2018 in response to the need for a concession stand at Palmetto Bay Park; and,

WHEREAS, the Village does not have a budget to fulfill the daily operations of a concession stand at Palmetto Bay Park; and,

WHEREAS, the Proposer will be able to operate and maintain a concession stand to service the park patrons; and,

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the Parties hereto agree as follows:

Article 1. Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Exhibit – 1 List of Proposer responsibilities to this Agreement and the Village’s responsibility to this agreement.
(ii) Submittal of Proposer

All exhibits may also be collectively referred to as the "Document". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
B. Exhibit 1

Article 2. Scope of Work

A. Proposer agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Proposer represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3. Qualifications

Proposer and the individual executing this Agreement on behalf of the Proposer warrant to the Village that the Proposer is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Proposer possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Proposer acknowledges that due to the nature of this contract, that Proposer must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Proposer shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4. Payment and/or Fees

A. The Proposer shall submit a detail account of all their gross revenues generated from the sales of the concession stand at Palmetto Bay Park and show the allotted percentage of 7% to the Village of Palmetto Bay. Payments will be due by the 15th day of each month. **For the first three (3) months of operations, the Village of Palmetto Bay has waived their payment in order for the Proposer to accommodate their equipment or make minor changes to fit their daily operations and market the concession stand.**

B. Payments, unless otherwise indicated and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

Article 5. Reports

A. Prior to commencement of operations under this Agreement, the Proposer shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Proposer under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6. Termination

A. **Termination/Cancellation of Contract Without Cause:** Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party.

Termination or cancellation of the contract will not relieve the Proposer of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Proposer's performance). Termination or cancellation of the contract will not relieve the Proposer of any obligations or liabilities resulting from any acts committed by the Proposer prior to the termination of the contract.

B. Termination Because of Default: Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Proposer of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7. Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Proposer agrees that in the event this Contract is terminated for the Village's breach, the damages that Proposer may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8. Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of two (2) years with an option to renew at the Villages request, for an additional (1) one year extensions of five (5) consecutive years not to exceed (7) total consecutive years, or until terminated by the Village as herein set forth. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this this agreement, an updated insurance certificate will be needed annually.

Article 9. Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Proposer under this Agreement, audit, or cause

to be audited, those books and records of Proposer which are related to Proposer's performance under this Agreement. Proposer agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Proposer's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Proposer under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Proposer shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10. Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Proposer. The Proposer shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Proposer authorized to use the Village's Tax Exemption Number in securing such materials. The Proposer shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11. Indemnification

Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Proposer or its employees, agents, servants, partners, principals or sub-Proposers. Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 12. Insurance

A. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Proposer. Certificates of

Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Proposer liability insurance - \$1,000,000

B. All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

C. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

D. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

E. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

F. The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event

that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13. Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14. Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16. Waiver

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. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Proposer of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Proposer requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Proposer, whether or not similar to the act so consented to or approved.

Article 17. Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Proposer:

Julio Azpurua
Bari Foods, LLC.
17579 S. Dixie Highway
Palmetto Bay, Florida 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 18. Independent Proposer

Proposer is and shall remain an independent Proposer and is not an employee or agent of the Village. Services provided by Proposer shall be by employees of Proposer and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Proposer shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Proposer. The rights granted to Proposer hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Proposers to perform services including those hereunder.

Article 19. Assignment

The Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Proposer shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Proposer from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Proposer to the Village. None of the work or services under this Contract shall be subcontracted unless the Proposer obtains prior written consent from the Village. Approved Sub-Vendor shall be subject to each provision of this Contract and the Proposer shall be responsible and indemnify the Village for all Sub-Vendor's acts, errors or omissions.

Article 20. Prohibition Against Contingent Fees

Proposer warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Proposer, corporation, individual or Proposer, other than a bona fide employee working solely for Proposer, any fee, commission,

percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21. Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Proposer all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22. Conflict of Interest

Proposer agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23. Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24. Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25. Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26. Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28. Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29. Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30. Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31. Permits, Licenses and Filing Fees

The Proposer shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Proposer's work.

Article 32. Safety Provisions

The Proposer shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33. Public and Employee Safety

Whenever the Proposer's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34. Preservation of Village Property

The Proposer shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Proposer's operations, it shall be replaced or restored at the Proposer's expense. The facilities shall be replaced or restored to a condition as good as when the Proposer began work.

Article 35. Immigration Act of 1986

The Proposer warrants on behalf of itself and all sub-Proposers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36. Proposer Non-Discrimination

In the award of subcontracts or in performance of this work, the Proposer agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37. Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 38. Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

[Continued on next page.]

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

PROPOSER

Village of Palmetto Bay

Bari Foods, LLC.

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

17579 South Dixie Hwy
Palmetto Bay, Florida 33157

BY _____

BY _____

Edward Silva
Print Name

Julio Azpurua
Print Name

Village Manager
Title

President
Title

ATTEST:

Missel Arocha
Village Clerk

Witness Signature

APPROVED AS TO FORM BY:

Print Name

Dexter Lehtinen
Village Attorney

VILLAGE OF PALMETTO BAY
Palmetto Bay Park “Home Plate Grill” Operations and Management
AGREEMENT
Exhibit 1 – Scope of Services

Proposer Shall:

- Operate and maintain a complete restaurant business at Palmetto Bay Park, within the facility of the concession stand.
- Hours of operation shall be Monday – Friday from 4:00pm to 9:00pm and weekends from 12:00pm to 9:00pm. Special hours may apply during tournaments or special events.
- Maintain Palmetto Bay Park Concession stand equipment owned by the Village of Palmetto Bay in the same condition as it was presented when proposer took occupancy.
- All hood cleaning, repairs and maintenance of equipment both Village and Proposer owned shall be maintained by Proposer; including any annual and/or periodic inspections required. Said maintenance shall also include cleaning/clearing of any disposal lines and grease traps.
- The Proposer will pay the Village of Palmetto Bay Seven (7%) Percent of its gross revenues collected from the sales of the concession stand.
- Janitorial services, Pest control around and inside the kitchen and eating areas will be maintained by the Proposer.
- Garbage will be dumped at the Palmetto Bay dumpster and garbage surrounding the area of the concession stand will need to be picked up by the Proposers staff.
- The Proposer **will not** be able to utilize any Styrofoam products to include any carry-out packaging based on the Village of Palmetto Bay Ordinance No. 2016-10
- Once the contract has expired either by early termination stated on Article 6 of this agreement or by option not to extend or by completing the allotted 7 consecutive years allowable by this agreement, the proposer will retrieve their equipment and shall place back the Village owned equipment in the same form as originally accepted; and shall repair any facility components modified to accommodate such Proposer owned equipment. Further, any such addition considered to create a “fixed” addition, shall become property of the Village and remain as is.
- Should the Proposer wish to make subsequent improvements to the leased area, Proposer agrees to obtain prior written approval from the Village, perform all work in accordance to industry standards and in a workmanship like manner, and shall obtain all necessary permits required.
- The Proposer will submit an FDLE background check and Proposer agrees not to hire/assign any individuals whose background is not suitable for a public park setting.
- All signage to the concession stand will need to be approved by the Village Manager beforehand.
- Proposer has the exclusivity to sell all beverage and food products. Park patrons will be able to bring food and beverages if it is for personal use and not for sale.

The Village of Palmetto Bay Shall:

- Allow (3) months free revenue sharing to help the Proposer complete their setup and market the concession stand. The Village will be responsible for dumpster pick up.
- The Public Service department will be responsible for the fumigation around the outside area of the concession stand at a frequency as per industry standards for food and beverage facilities.
- The Village of Palmetto Bay will provide the space for the operations of the concession stand as described in "Proposer Shall" portion of Exhibit 1. The Village will be responsible for the utilities (gas, water and electricity).



PROPOSAL FOR THE CONCESSION

HOMEPLATE GRILL

at *Palmetto Bay Park*

Julio Azpurua
Chef / Owner
Julio's Italian Bistro

17579 S. Dixie Highway, Palmetto Bay FL 33157



HomePlate Grill is a concession located between the softball fields in the Palmetto Bay Park. The concession serves the visitors and players as the only provider of refreshments and food in the park.

This is a proposal for its development and operation.

Goals

To improve the experience of Palmetto Bay Park visitors by providing a full service cantina with a wide selection of quality products at an affordable prices and in a new and contemporary space that follows the new image and improvements of our Village.

Products and Services

When fully stablished, HomePlate will be able to serve an ample selection of foods, drink and snacks to all visitors. To the typical Hot Dogs and Pizzas (best in town!), we will be adding wraps, fresh salads, sandwiches, fresh fruits, ice cream, nachos, pop corn... On the beverage side, the sodas and energetic drinks will be joined by smoothies and healthy fruit juices.

HomePlate Grill will be able to serve the regular operation, but also make an impact during tournaments, special activities and events that come to the park.

As a flexible and dynamic concession we will listen to our customers to bring new products and services.



Pricing Strategy

Homeplate Grill will understand its service to the community and will look to offer the best possible prices that will afford us to serve quality products while running a viable Concession.

Organizational Plan

We accept the Concession and its equipment "as-is". We will be responsible for deep cleaning and remodeling the space. We will provide maintenance to the current equipment which will be inventoried. New equipment, food displays, coolers, menu board, signs, cabinets, etc. will be added at our expense.

Cleaning and maintenance of the facility and its equipment will be at our expense. All products used in the facility for this purposed like cleaning supplies, insecticides, rodenticides and herbicides will be also paid by the Concession and subject to the approval by the Park Manager. Structural and major repairs shall be covered by the Village.

The Concession will need 15 days after delivery of the premisses to prepare the facility to open a provisional limited service, and a maximum of two months to be in full operation.

The Concession will be staffed by employees of Julio's Italian Bistro who are on a payroll and carry full workers compensation coverage.

Homeplate Grill will maintain a permanent well stocked inventory to provide its customers a consistent and reliable experience.

The placement of vending machines, installed and operated by the Concession, could be an option to consider. This equipment would offer an alternative of refreshments and snacks to the visitors for the time when the concession is not open. Vending machines would have no cost for the Village and generate a fee of about \$20-30 per machine.



Schedules

We are comfortable with the current schedule of Monday to Friday, from 4 to 9PM, and weekends from 12 to 9 PM. Special hours may apply during tournaments or special events.

Business Structure

The concession will be managed by Julio's Italian Bistro which is a business name of Bari Foods, LLC. a Florida Corporation. Julio's Italian Bistro is a full licensed restaurant in operation in the Village of Palmetto Bay.

Management

The manager and owner of Julio's Italian Bistro, Julio Azpurua will be responsible for the development and operation of Homeplate Grill. Julio is a successful restaurateur in the community of Palmetto Bay, but also have extensive experience in the management of concessions. For more than ten years he owned in Venezuela eight concessions in schools and sport clubs with a staff of 120 people, serving 4,000 meals a day.

Our Strengths

The concession will be backed by a successful restaurant and catering service located at less that 300 yards. This is a great advantage since it is the best way that so many products, supplies, staff and logistics will be at hand and available.

We look into growing a solid business that offer the best experience to our visitors. We know this can not be achieved overnight, but we have the financial strength and commitment to support its operation in the long term.



Concession Cost

Commission based fee based on a specified percentage of total gross sales.

We believe that we will be able to prove ourselves as a valuable business partner to the Village of Palmetto Bay. Should you have any question please do not hesitate to contact us.

Your's truly

Julio Azpurua
Owner/Manager
(305) 878-2513