

**THE GROVES
COMMUNITY DEVELOPMENT
DISTRICT**

DECEMBER 12, 2023

AGENDA PACKAGE



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

The Groves Community Development District

Board of Supervisors

Bill Boutin, Chairman
Richard Loar, Vice Chairman
Jimmy Allison, Assistant Secretary
Christina Cunningham, Assistant Secretary
James Nearey, Assistant Secretary

District Staff

Jayna Cooper, District Manager
Vivek Babbar, District Counsel
Stephen Brletic, District Engineer
Wendi McAnn, Clubhouse Manager
Clint Robinson, Assistant Clubhouse Manager

Continued Meeting Agenda

Tuesday, December 12, 2023 at 9:00 a.m. (Continued from December 5, 2023 Meeting)

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Audience Comments**
- 4. Feedback relating to Food and Beverage Concession Operating Agreement**
- 5. Adjournment**

*Next regularly scheduled meeting is January 9, 2024 at 6:30 p.m.

District Office:

210 N. University Drive, Suite 702
Coral Springs, FL. 33071

Meeting Location:

The Groves Civic Center
7924 Melogold Circle
Land 'O Lakes, FL. 34637

Fourth Order of Business

Food and Beverage Concession Agreement

This Food and Beverage Concession Agreement is dated as of December 15, 2023 (this “**Agreement**”) and is between **The Groves Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (the “**District**”) and **A Little Gourmet Everyday, LLC** a Florida limited liability company (“**Operator**”).

Background Information

The District owns and operates a civic center that is generally open to the public from 7 a.m. to 10 p.m. on Saturday and Sunday, and 8 a.m. to 10 p.m. on Monday through Friday. The District holds a 4COPSCX civic center liquor license, as authorized by Section 561.20(2)(h), Florida Statutes, and may enter into a contract with Operator to provide food and beverage service at the Civic Center. Operator has inspected the Civic Center and acknowledges that the equipment and facilities located in the Civic Center including, but not limited to, the existing heating and air conditioning units, are adequate for the intended use of the Concession Area by Operator. The District desires to grant Operator a license to serve food and beverages at the Civic Center and Operator desires to provide such services in accordance with the terms of this Agreement.

Operative Provisions

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **Definitions.**
 - a. **Civic Center:** The approximately 15,000 square foot building complex, outdoor patio, and pool area located at located at 7924 Melogold Circle, Land O'Lakes, Florida 34637 as depicted in the map attached hereto as **Exhibit A**.
 - b. **CDD Property:** The District owned furniture, fixtures, and equipment listed in **Exhibit B**.
 - c. **Concession Area:** The CDD Property along with the following portions of the Civic Center: the dining area (also known as the club room), bar area, kitchen, and cooler.
 - d. **Nonexclusive Areas:** Storage rooms, parking area adjacent to the Civic Center, pool, restrooms, lanai, cabana, meeting hall (including stage), catering kitchen, craft room, lanai, card room, and cardroom patio.
3. **Grant of License to Use District Property.** For the purpose of providing food and beverage services, and in consideration of the agreements contained herein, the District hereby grants the non-transferable licenses to Operator as stated below:
 - a. An exclusive license to use the Concession Area for Operator’s operations.
 - b. A non-exclusive license to use the Nonexclusive Areas for Operator’s operations.
 - i. Nothing herein shall create any first right of refusal or first right to bid for events held outside of the Concession Area. The District and its patrons are not obligated to use the Operator for events scheduled through the District, they may use any catering company, bring their own food, have food delivered, etc...
 - ii. Operator may desire to use or rent space for community functions or private events, based upon availability, in accordance with the District’s rental policies and shall coordinate such functions or events with the District’s Clubhouse Manager and complete any required agreements or forms.
 - c. **Operator has only a limited license interest in the Concession Area and has no ownership interest whatsoever. Nothing in this Agreement shall be construed to grant Operator a lease, sublease, easement, or any other conveyance of any interest in or to the areas or to anything contained therein or thereon.**

4. Liquor License.

- a. The parties agree that liquor service is regulated in accordance with the liquor license.
- b. During the term of this Agreement, the District shall transfer the District's liquor license free and clear of any liens or debts to Operator in accordance with the provisions of Section 561.20(2)(h), Florida Statutes.
- c. Operator shall at all times qualify for and maintain in good standing its status as an active licensee on the liquor license governing the Concession Area, in compliance with all federal, state and local requirements.
- d. Operator shall abide by the terms of the liquor license at all times.
- e. Operator shall obtain and maintain the status of a responsible alcohol vendor, pursuant to Section 561.705, Florida Statutes, require responsible alcohol vendor training for all employees serving alcohol, and provide proof of all such training and responsible alcohol vendor status to the District within 15 days after opening for business. Operator shall provide written proof of all such training to the District each year.
- f. Operator shall pay the District 50% of the statutory fees for transferring and renewing for the liquor license.

5. Concession Fee and Utilities Charges.

- a. Beginning on February 1, 2024, the Operator shall pay to the District a monthly rate of \$300.00 per month (the "**Concession Fee**"), plus applicable sales tax.
- b. Beginning on February 1, 2024, the Operator shall pay to the District the cost of the electricity and potable water for the Concession Area (the "**Utilities Charges**") at the rate of \$300.00 per month.
- c. The Operator will pay the moneys owed for the upcoming month by the first business day of each Month. The District shall submit an invoice or other documentation needed by Operator.

6. Security Deposit.

- a. By January 8, 2024, the Operator shall pay the District a security deposit in the amount of \$3,000.00 (the "**Security Deposit**").
- b. In the event of any application of the Security Deposit, Operator shall, upon demand, restore the Security Deposit to its original amount within 3 business days.
- c. The Security Deposit shall not be considered a measure of District's damages for any default by Operator under this Agreement, nor shall the Security Deposit be considered a measure of Operator's damages for any default by District under this Agreement.
- d. If Operator complies with all of the terms and conditions of this Agreement and promptly pays all Concession Fees and other amounts due under this Agreement as and when they become due, the Security Deposit shall be returned in full to Operator upon termination of this Agreement.

7. Term and Renewal.

- a. The initial term of this Agreement commences on January 15, 2024 and ends on December 31, 2024.
- b. Upon conclusion of the initial term, this Agreement shall automatically renew each calendar year (January 1- December 31) until terminated pursuant to the provisions below.
- c. The District shall have the option to request negotiation of the Concession Fees and Utilities Charges for the upcoming calendar year if it provides notice to the Operator by October 1 of each year. Failure to provide such notice will result in the Agreement being automatically renewed at the same Concession Fees Utilities Charges.

- 8. District Responsibilities.** The District, at its sole cost and expense, is responsible for
- a. performing the work requested by Operator described in **Exhibit C**. The District will take input and feedback from the Operator for the details related to the work and will communicate with the Operator regarding the schedule, status, and other relevant information related to the work.
 - b. The maintenance, repair, or replacement of the following areas of the Civic Center that relate to the Concession Area:
 - i. Roof
 - ii. Air Conditioning/Heating system
 - iii. Plumbing and Sewage System (excluding the grease traps).
 - c. Replacing the flooring in the dining area of the Concession Area as needed.
 - d. Cleaning and maintenance of the flooring of all common areas in the Civic Center (excluding the Concession Area and any spills or damage caused by Operator)
 - e. Regular pest control in the common areas and perimeter of the Civic Center.

9. Operator's Responsibilities.

- a. **General.** Operator agrees to keep the Concession Area clean and orderly and perform their operations using industry best practices and with a customer service-oriented mindset. Operator shall use all due care to protect the property of the District, its residents and landowners from damage. Operator shall operate and maintain the Concession Area in good repair and in a safe condition. Operator's hours of operation will be agreed upon in writing by the parties after Operator sends out a survey to the community and presents a plan to best fit the needs of the community.
- b. **Use of Concession Area.**
 - i. Operator shall not use or authorize the Concession Area to be used for any unlawful purpose or any use that would constitute a nuisance, or interfere with, annoy, or disturb any other party.
 - ii. Operator shall not sponsor, book, operate or allow to be operated any "R" or "X" rated events.
 - iii. Operator shall not handle, use, store or dispose of hazardous materials in, upon, under or about the Concession Area, provided that, hazardous materials in amounts permitted by law and stored in accordance with applicable law shall be permitted (i.e. cleaning materials).
 - iv. Operator may not install vending machines at the Concession Area without prior written approval from the District.
 - 1. If Operator installs any vending machines, the parties agree that Operator shall be solely responsible for gross receipts tax remittances to the Florida Department of Revenue and display all required notices on any food or beverage vending machines in accordance with state law.
- c. **Cleaning.** Operator shall clean the Concession Area (including the flooring) and any other area utilized by Operator on a daily basis, including, but not limited to, the grease traps, the kitchen area, all fixtures, displays, signs, or improvements placed in the Concession Area by or for Operator, emptying all trash receptacles in the Concession Area and any other area utilized by Operator as needed and at the end of each business day.
 - i. Note: Operator is not responsible for removing trash produced from private events or after-hours parties.
 - ii. Operator will remove all dishes, spills, and other damage to the lanai which are related to Operator's operations in the lanai including damage to the flooring.
- d. **Maintenance, Repairs, and Replacement.** Operator is responsible for the maintenance, repair, and replacement of the grease traps, the walk-in cooler, exhaust hoods, related fire suppression equipment required by Pasco County, and CDD Property. Operator must report all such activity to the District.

- i. Operator must replace any such items with the same or better quality items.
 - ii. Operator is also responsible for replacing the light bulbs in the Concession Area.
- e. **Copyrighted Materials.** Prior to displaying, broadcasting, or performing events that include copyrighted materials, Operator shall confirm that such copyrighted materials are included in the licenses held by the District or shall procure such licenses at its own expense.
- f. **Fire insurance standards.** The Operator will not permit the use or storage of any materials that are prohibited by the standard policies of Florida fire insurance companies in any space used by the Operator.
- g. **Other Items.** Operator is responsible for
 - i. Regular monthly pest control inside the Concession Area.
 - ii. Proper disposal of all refuse from its operations along with the adequate cleaning of the loading area located outside of the Concession Area.
 - iii. Power washing the service yard/loading area from time to time as determined by the District.
 - iv. Gas utilities, and installing its own telephone and communication lines (including cable and internet service) to serve the Concession Area, and its own point of sale system.
 - v. Compliance with Florida's food service employee training and food service manager certification requirements.
 - vi. Supervising the its employees, agents, and customers.
- h. **Inspection.** The Operator shall conduct regular inspections, at least once a month, of the Concession Area and shall report or correct any irregularities.
- i. **Investigation and Report of Accidents/Claims.** The Operator shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims relating to the Concession Area.
 - i. Such report shall at a minimum include a description of any damage or destruction of the Concession Area and the estimated cost of repair.
 - ii. The Operator shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim.
- j. **Reporting.**
 - i. Operator will provide a simple monthly report of attendance and ratio of food/alcohol (no financial numbers need to be included).
 - ii. Operator will provide the District written notice of all repairs which it believes District is required to make to the Concession Area in accordance with this Agreement from time to time.
 - 1. If the Parties are unable to agree as to the necessity of any such repairs, they shall jointly select an independent contractor who shall render its opinion regarding such repair, which opinion shall be binding on both parties.
 - 2. The District reserves the right to hire and supervise any and all contractors who are making any repairs which are to be paid for by District.
 - iii. The Operator will provide the District a copy of any Health Department Complaints, Inspections, Reports, and any other documentation from any applicable governmental, licensing, or oversight agency within 24 hours of receipt from such entity. If an entity requires the Operator to take remedial action, then within 72 hours after receipt of such documentation the Operator will provide the District a plan to address, correct, or dispute such documentation.
- k. **Damage.** In the event that the Operator, or any of Operator's customers, cause damage to the Concession Area or other District property, the Operator shall promptly reimburse the District for the cost of restoration to, as nearly as practical, the original condition.
- l. **Taxes Related to Operations.** Operator shall pay all applicable sales tax and employment taxes incurred in the operation of the Concession Area by Operator and assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions

imposed or required of the Operator.

10. Alterations.

- a. Except as provided for in Section 12.a. above, the District is not obligated to make any alterations, repairs, or upgrades to the Concession Area unless alterations are required as a result of the negligence or deliberate acts of the District or its agents.
- b. Operator shall not make any alterations, additions, or improvements to the Concession Area, without prior written consent of the District, which shall not be unreasonably withheld.
 - i. In its request for alterations, Operator must submit a copy of the proposed contractor's proposal, licenses, and insurance to the District.
 - ii. Prior to commencing any work, authorized contractors must submit a copy of their proof of insurance to the District with the District listed as an additional insured at no cost to the District.
 - iii. Copies of all invoices regarding any alterations, additions, or improvements must be sent to the District.
 - iv. Any such alterations shall be made at such times and in such manner as not to unreasonably interfere with the occupation, use, and enjoyment of the remainder of the Civic Center.
 - v. At the District's sole option and discretion, such improvements once made by the Operator may be deemed to be District property, and as such, Operator shall provide all documentation to the District of such improvements and, if required, an acknowledgement of ownership of such improvements.

11. Right of Entry. The District, its agents, and representatives shall have the right to enter into and upon any part of the Concession Area at any reasonable time during normal business hours.

- a. Operator shall not be entitled to any abatement or reduction of Concession Fee by reason thereof provided the interruption does not cause a disruption in the Concession Area business operations for more than 2 hours.
- b. The right of the District to enter, repair or do anything else to protect its interest, or the exercise or failure to exercise the right, shall in no way diminish Operator's obligations or enlarge the District's obligations under this Agreement, or affect any right of the District, or create any duty or liability by the District to Operator.

12. Access Control.

- a. Operator shall lock and secure the Concession Area at night and at all other times they are not open for business.
- b. Operator is responsible for implementing security measures to protect any funds or assets stored at the Concession Area.
- c. The District agrees to furnish Operator a set of keys for each door entering the Concession Area. Additional keys will be furnished at a reasonable charge by the District on an order signed by Operator's authorized representative. All such keys shall remain the property of the District.
- d. No additional locks or changes to existing locks shall be allowed on any door of the Concession Area without the District's written permission, and Operator shall not make, or permit to be made, any duplicate keys, except those furnished by the District.
- e. In the event Operator loses or misplaces key(s), Operator shall be solely liable for all costs incurred by the District in changing lock(s) requiring such keys.

13. Compliance With Laws.

- a. Operator hereby covenants and agrees, at Operator's sole cost and expense, to comply with all rules, regulations, laws, or ordinances of any governmental agencies having jurisdiction over the Concession Area with respect to Operator's operations.

- b. If the Operator fails to notify the District in writing within 5 days of the receipt of any notice, order, or a report of a violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to Operator's operations or the actions or lack of action of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other applicable requirements, or fails to comply with any requirement of such agency within 5 days after receipt of any such correspondence, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- c. The Operator will meet all applicable federal, state, and local regulations governing concession food and beverage service, the Florida Department of Health, Food Safety and Sanitation regulations, the Department of Business and Professional Regulation (DBPR) mandates, including inspection and regulation of food service establishments in Florida under Chapter 509, Florida Statutes, and Florida Administrative Code, Rule 61C-4.
 - i. For additional information, visit websites:
 - 1. Florida Department of Health: <http://www.floridahealth.gov/>
 - 2. Department of Business and Professional Regulation: <http://www.myfloridalicense.com/dbpr/>.
 - ii. The Operator will meet inspection standards set by the Florida DBPR Routine Food Inspections, and the Fire Marshal.
 - 1. See: <http://www.myfloridalicense.com/dbpr/index.html>.
- d. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Operator.

14. Signs. Operator shall not place or authorize any other party to place any sign or other advertising matter or material upon the Concession Area without the written consent of the District. Operator may use the digital sign located at the entrance to the community to publicize information about specials and events at the Concession Area.

15. Loss, Damage, Condemnation, Destruction.

- a. The District shall not be liable for any interruption or failure of utility services furnished through the District to the Concession Area, unless caused by the negligence or intentional acts of the District or its representatives.
- b. All personal property belonging to Operator or to Operator's agents, employees, licensees, located on, in or about the Concession Area shall be there at the sole risk of Operator or such other person.
- c. Each party is responsible for repaying the other party for any damages or costs (including attorneys' fees and costs) that are incurred as a result of the negligence or intentional acts of the offending party.
- d. The District shall not be liable for any loss Operator may incur by reason of break-ins, burglaries, theft, or acts of vandalism.
- e. The District shall not be liable to carry fire, casualty, or extended damage insurance and is not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, water, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or inconvenience which may arise through repair or alteration of any part of the building, its equipment or mechanical systems or failure to make any such repairs or from any cause whatsoever unless caused solely by the District's negligence.
- f. In the event of any condemnation, District shall be entitled to all compensation to be paid by the condemning authority, except that Operator may pursue any claim Operator may have against the condemning authority for business interruption, loss of profits, or moving expenses.

- g. If the Concession Area is totally destroyed or substantially damaged by fire or other casualty, both the District and Operator shall have the option of terminating this Agreement giving written notice at any time within 30 days from the date of such destruction.
 - i. If this Agreement be so terminated, all Concession Fee payments shall cease as of the date of such destruction and any prepaid Concession Fee shall be refunded.

16. Liens and Claims. The Operator shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Operator shall keep the property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Operator's performance under this Agreement, and the Operator shall discharge any such claim or lien within 30 days.

17. Default and Remedies.

- a. It shall be an "Event of Default"
 - i. If either party violates or fails to perform any obligations and such violation or failure shall continue for 15 days after written notice
 - 1. If such default is of a nature that it cannot reasonably be cured within 15 days, it shall not be an Event of Default if the party commences to cure within such 15 day period and diligently prosecutes such cure to completion within the time reasonably required for such cure, not to exceed 60 days;
 - ii. If Operator declares bankruptcy or seeks reorganization, liquidation, dissolution or similar relief;
- b. For an Event of Default relating to Operator's cleaning, repair, maintenance, or replacement obligations the District reserves the right to correct any deficiencies and issue an invoice to the Operator for the cost.
 - i. If the Operator fails to pay the invoice within 30 days of receiving it, the District may terminate this Agreement with 5 days' notice.
- c. The District may apply all or part of the Security Deposit toward payment of the Concession Fee, Utilities Charges, or any loss or damage sustained by District.
- d. The remedies in this Section shall not be exclusive and the parties may exercise all rights and remedies available at law or in equity, and the selection of any one remedy will not prejudice the ability to utilize any other remedy.

18. Non-Waiver. No waiver of any covenant or condition of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

19. Force Majeure. Neither party shall be liable for or responsible to the other party for any loss or damage to any property or person occasioned by act of God, public enemy, injunction, riot, strike, insurrection, war, court order, pandemic, requisition, or order of governmental body or authority.

20. Insurance.

- a. Operator shall, at Operator's expense, obtain and keep in force during the term of this Agreement:
 - i. its own insurance to insure its personal property against loss by fire or other casualty
 - ii. fire legal liability insurance in the minimum amount of \$50,000.
 - iii. commercial liquor liability with a limit of not less than \$1,000,000
 - iv. a commercial general liability insurance policy insuring against any liability arising out of the use or occupancy, by Operator in the minimum amount of \$1,000,000 per occurrence and \$100,000 for property damage.
- b. Certificates naming the District as an "additional insured" shall be delivered to the District

within fifteen 15 days of this Agreement.

- c. Operator shall also furnish the District with a renewal certificate for each such policy at least 10 days prior to the expiration date of such policy.
- d. Such insurance certificates must contain a provision that it may not be cancelled without 30 days written notice to the District.
- e. Operator shall maintain workers' compensation insurance for its employees as required under Florida law.

21. Indemnification. Operator agrees to indemnify and hold the District and its officers, agents, and employees harmless from any and all liability, fines, penalties, damage, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, any negligence, breach, violation, or non-performance of any condition hereof on the part of Operator, its agents, or employees. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

22. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

23. Governing Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.

24. Enforcement of Agreement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

25. Relationship Between the Parties. Nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the parties. Neither party shall have the right to make any contract or commitment for, or on behalf of, the other party without the prior written approval of the other party.

26. No Option Contract. Submission of this Agreement by the District to Operator for examination and signature does not constitute an offer or option contract. This Agreement will be effective only upon execution and delivery by both Operator and the District.

27. No Brokerage. Operator warrants and represents that it has not dealt, consulted or negotiated with any real estate broker or agent in connection with this Agreement.

28. Radon Gas. This disclosure is required by section 404.056, Florida Statutes. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and

state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

- 29. Public Records.** As required under Section 119.0701, Florida Statutes, Operator shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Operator upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, OR BY EMAIL AT SANDRA.DEMARCO@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

- 30. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Operator represents that in entering into this Agreement, the Operator has not been designated as a “scrutinized company” under the statute and, in the event that the Operator is designated as a “scrutinized company”, the Operator shall immediately notify the District whereupon this Agreement may be terminated by the District.
- 31. E-Verify.** Pursuant to Section 448.095(2), Florida Statutes,
- a.** Operator represents that Operator is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Extension, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - b.** If the District has a good faith belief that the Operator has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Extension as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Operator otherwise complied with its obligations thereunder, the District shall promptly notify the Operator and the Operator will immediately terminate its contract with the subcontractor.
 - c.** If this Agreement and this Extension thereto is terminated in accordance with this section, then the Operator will be liable for any additional costs incurred by the District.
- 32. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 33. Assignment.** Operator covenants and agrees not to encumber or assign this Agreement without prior written consent and release of the District. Such assignment shall in no way relieve Operator from any obligations hereunder for the payment of Concession Fees or the performance of the conditions,

covenants, and provisions of this Agreement.

34. Termination.

- a. Either party may terminate this Agreement, without cause and at any time, with 60 days written notice to the other party.
- b. Upon termination of this Agreement, Operator shall cooperate with the District to promptly and immediately cause the withdrawal of Operator's name on the liquor license and complete all applications, paperwork and filings necessary to restore the District as the sole licensor or substitute such other licensor as may be requested by the District, in accordance with all applicable requirements.

35. Surrender of the Concession Area and Property upon Termination.

- a. Upon the effective date of termination of this Agreement, Operator shall surrender the Concession Area to District, together with all CDD Property, in broom clean condition and in good working order and repair, reasonable wear, and tear excepted.
- b. Operator shall surrender to District all keys for the Concession Area and give to District an explanation of the combinations for all locks and safes, if any, that will remain in the Concession Area after the termination of this Agreement.
- c. In the event of Operator's failure to surrender the Concession Area in good repair, the District may restore the Concession Area to its prior condition subject to normal wear and tear and may pursue all available remedies under law against Operator for damages incurred by District to restore the Concession Area.

36. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

37. Severability. If any term or provisions of this Agreement or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

38. Survival. All provisions related to the liquor license, hazardous waste, access control, insurance, loss or damage, representations by Operator, and the indemnities shall survive the termination of this Agreement.

39. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

40. Exhibits. The following exhibits are made a part of this Agreement.

- Exhibit A Map of The Groves Civic Center
- Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
- Exhibit C Operator's Requests of Work to be Performed by the District

41. Notices. Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party

undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:

c/o Inframark
2654 Cypress Ridge Blvd
Suite 101
Wesley Chapel, FL 33544
Attn: Jayna Cooper
jayna.cooper@inframark.com

To the Operator:

500 Knights Run Avenue
1613
Tampa, FL 33602
Attn: Jennifer Daskevich
jennifer@deviledpig.com

42. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

**The Groves
Community Development District**

A Little Gourmet Everyday, LLC

Bill Boutin
Chair of the Board of Supervisors

Jennifer Daskevich
CEO

Exhibit A to the Grill Concession Operating Agreement

The Groves Civic Center

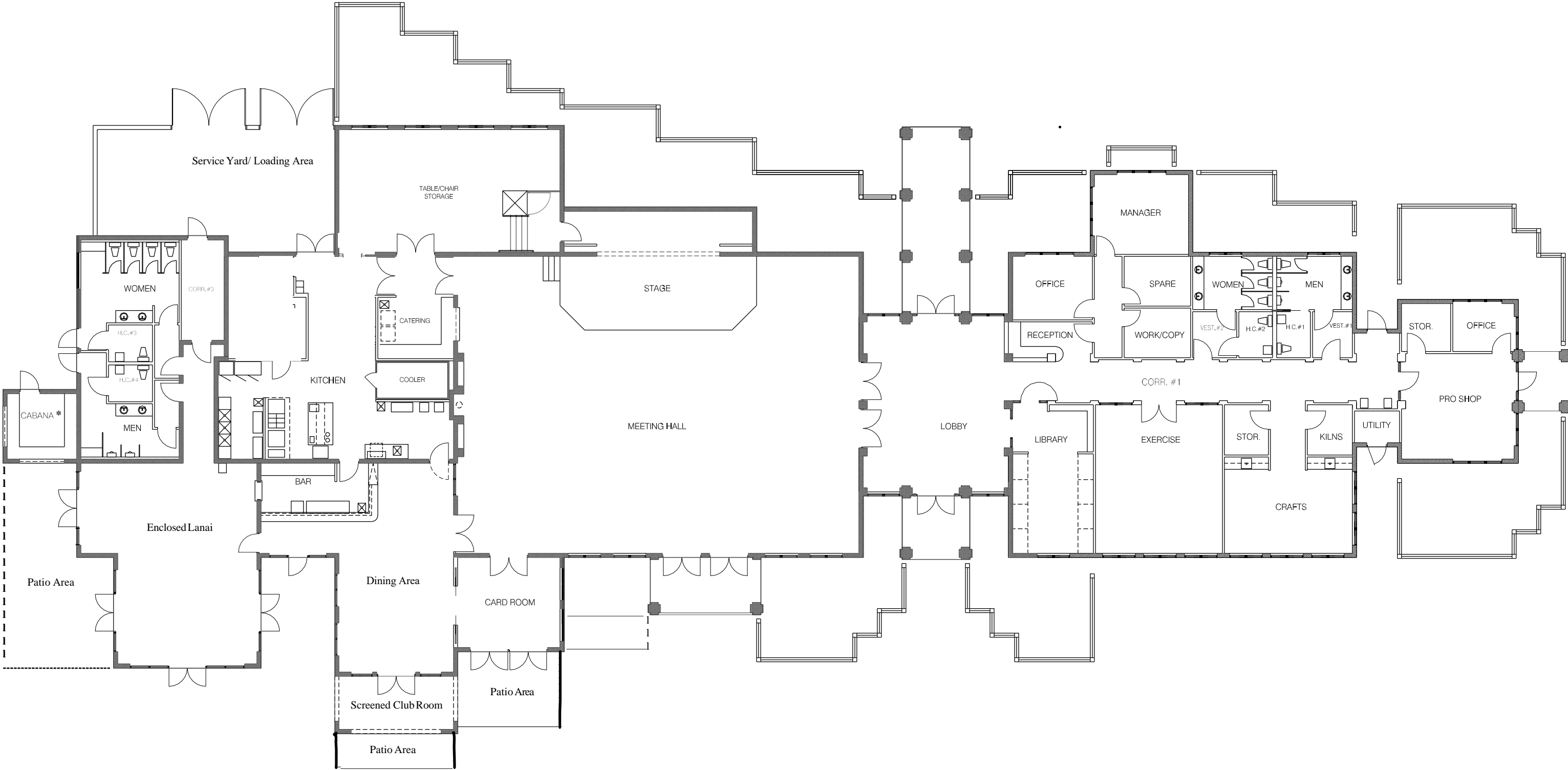


Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
 Agenda Page 16


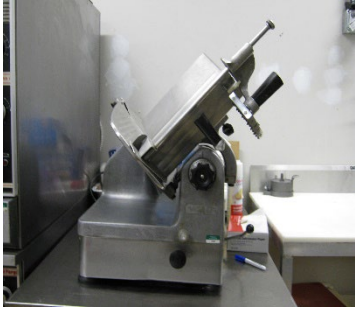



Inventory #	Item Description	Item Name
1512		Prep Sink Right drainboard Regency 57" 16 Gauge stainless steel two compartment commercial sink & drain board 17" x 17" x 12" bowls #600S2171718GRT- EA \$358.99
1528		Meat Slicer
1530		Mixer
1527		Convention Oven
1526		Convention Oven

Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
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Inventory #	Item Description	Item Name
1514		Food Processor
1513		Toaster
1509		Microwave
1531		Dish Pit Dry Table
1504		Dishwasher
1534		Dish Pit Rack

Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
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Inventory #	Item Description	Item Name
1522		Rack Walk in COOLER Regency 18" x 36" green Epoxy 74" #460EG1658KIT-KIT
1520		Rack Walk in Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1891KIT-KIT \$132.10
1521		Rack Walk in COOLER Regency 18" x 36" green Epoxy 74" #460EG1663KIT-KIT
1034		2 Racks Walk in COOLER Regency 18" x 36" green Epoxy 74"
1035		Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1836KIT-KIT \$65.10

Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
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Inventory #	Item Description	Item Name
1037		Handwash Sink Regency 12" x 16" Wall mounted hand sink with Gooseneck Faucet \$75.50 #600HS12-EA
1519		Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1821KIT-KIT \$132.10
1518		Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1833KIT-KIT \$65.10
1517		Dry Rack Storage Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1861KIT-KIT \$132.10
1516		Dry Rack Storage Regency 18" x 48" Epoxy 4-shelf kit with 74" posts #460EG1848KIT \$72.49

Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
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Inventory #	Item Description	Item Name
1511		Dish Wash (3) sink Regency 16 Gauge stainless steel three compartment sink 24" x 18" x 14" bowls \$529.01 #600S3182X-EA
1009		Freezer
1038		Freezer
1039		Double Fryer
1040		Double Fryer
1010		Hood Vent

Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
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Inventory #	Item Description	Item Name
1506		Steam Table
1042		Line Cooler
1508		Freezer
1535		Stove/Oven
0300		Heat Lamp
0288		Plate Warmer

Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
 Agenda Page 22







Inventory #	Item Description	Item Name
1043		Prep Table
1515		Coffee Warmer Avantco W53 step up double burner decanter warmer #177W53-EA \$39.10
1007		Ice Machine
1523		Paper Goods Rack 4-shelf kit with 74" posts #460EG1854K75 \$144.99
1044		Service Station 29" Trunk, Quick Brew
1045		Hand Wash Station

Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
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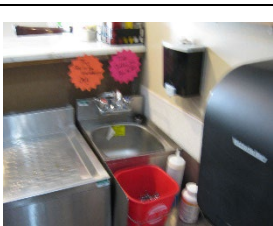

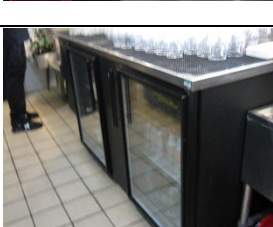
Inventory #	Item Description	Item Name
1046		Wire Shelf Dry Rack Storage Regency 18" x 36" green Epoxy 2 shelf 74" posts \$65.10
1047		Prep Station
1536		Beer Cooler
1537		Beer Cooler
1540		Bar Hand Wash Station
1539		Sanitizer Sink Station
1011		Bar Reach in Cooler

Exhibit B Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
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Inventory #	Item Description	Item Name
1048		Liquor Reach in Cooler
1049		Liquor Reach in Cooler

Exhibit C

Operator's Requests of Work to be Performed by the District

1. Professional installation of new flooring in dining area as approved by the Board at the 12/5 meeting
2. Professional cleaning of hood system and exhaust system with posting sticker
3. Cleaning of grease traps with receipt
4. Verification of fire extinguisher compliance with tags and expiration date clearly marked
5. Industrial cleaning including but not limited to:
 - a. emptying of fryers of all oil and debris
 - b. Cleaning of all stainless steel appliances
 - c. Cleaning of walls, ceilings and floors
 - d. Cleaning of walk-in and freezer unit
 - e. Cleaning of dish pit
6. Removal of all food items in dry storage, freezer, and walk-in
7. Fresh paint job with light bright colors
 - a. Plan to decorate with water color golf prints of famous courses and have a custom one made for this location.
8. Installation of white blinds