

**AGREEMENT FOR FOOD SERVICE
FOR THE EMERGENCY OPERATIONS CENTER (PD 16-17.042)**

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Sisters on the Rise, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 47-5203269, whose principal address is 190 Governmental Center, 2nd Floor, Pensacola, FL 32502, and whose mailing address is 1603 Cedrus Lane, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, on May 22, 2017, the County issued an Invitation to Bid (PD 16-17.042) seeking a vendor to provide food service on an as-needed basis during emergency events for the Emergency Operations Center located at 6675 North "W" Street, Pensacola, Florida; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of food services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall commence upon the date last executed and continue for a period of one (1) year. Upon mutual agreement, the contract may be renewed for two additional one (1) year terms by providing written notice at least thirty (30) days prior to the expiration of the current term.

After exercising all options to renew, the County may unilaterally extend this Agreement for up to an additional six (6) months to allow for completion of the solicitation process. The County shall provide written notice at least thirty (30) days prior to the expiration of the current term. The total duration of this agreement, including the exercise of all options to renew/extend shall not exceed the duration of three (3) years and six (6) months.

3. Scope of Work.
 - a. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Food Service for the Emergency Operations Center (P.D. 16-17.042), attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
 - b. Contractor shall utilize a portion of the Emergency Operations Center referred to as the Facility Kitchen, more particularly described in the Site Plan attached hereto as **Exhibit B**, for the sole purpose of providing food service operations on the premises during

emergency events. The Facility Kitchen and any equipment therein is provided to the Contractor in "as-is" condition.

c. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a rate of **\$9.00** per meal (breakfast/lunch/dinner) including all costs related to preparation, presentation, and packaging. As part of said rate, Contractor shall make hot and cold beverages (at a minimum water, coffee, tea, and ice) available twenty-four hours a day during activation. Said rate per meal shall be Contractor's consideration for all food services assumed herein. Contractor may also offer additional pre-packaged snack and drink items at a rate of cost plus a maximum **35% mark-up** exclusive of any taxes or fees assessed by governmental entities.

Escambia County is exempt from the payment of Florida sales and use tax on tangible personal property or services purchased. Contractor shall be solely responsible for remitting any applicable sales and use tax assessed by governmental entities.

d. Contractor shall conform to all applicable regulations of the United States Department of Agriculture, the State of Florida, and Escambia County as it relates to the performance of this agreement, including, but not limited to, food handling and storage, occupational fees, and licensing of personnel.

e. Contractor shall adhere to all security requirements of the Emergency Operations Center.

f. Contractor shall provide sufficient personnel to adequately supervise and operate the food service operations on the premises. All food service personnel shall be the employees of the Contractor. All food service personnel shall be required to undergo a background check at the Contractor's expense and receive prior approval from the Contract Administrator before commencing work on the premises.

g. Contractor shall provide a suitable menu that is consistent with approved food service industry standards for comparable facilities. The menu shall be subject to the final approval of the Contract Administrator.

h. Contractor shall be responsible for providing all necessary food service supplies, expendable and non-expendable, and all food, perishable and non-perishable.

i. While operating on the premises, the Contractor shall be responsible for all general upkeep and maintenance of the food service area including, but not limited to, janitorial service, custodial maintenance, equipment maintenance, and waste disposal. For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with routine upkeep and cleaning of the food service area that is reasonably necessary to maintain a high level of service and is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, and manufacturer's recommendations.

j. Contractor shall adhere to all food safety and sanitation standards as required by federal, state and local law.

k. Contractor shall leave the Facility Kitchen and all County equipment in as good a condition as it was upon the Effective Date of the Agreement, except for reasonable wear and tear arising from the use of the facility pursuant to the terms and conditions of this Agreement. Contractor shall forfeit ownership of any items that remain on the premises more than thirty (30) days after the expiration or termination of the Agreement.

4. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those services ordered pursuant to a purchase order may be compensated.

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for services received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement will be subject to immediate termination for cause by County and may be terminated for convenience by County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
 - (c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Sisters on the Rise, Inc.
Attention: Ruth C. Armstrong
1603 Cedrus Lane
Pensacola, Florida 32514

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from

time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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 AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA

Witness: Angela Crady

By: Jack R. Brown
Jack R. Brown, County Administrator

Witness: Shamara Jermigan

Date: 10/26/17

BCC Approved: 10/05/2017

CONTRACTOR: SISTERS ON THE RISE, INC.

ATTEST:

By: Ruth C. Armstrong
Ruth C. Armstrong, President

By: _____
Corporate Secretary

Date: 9/22/17

(SEAL)

Linda Allen 9/22/17

Sandra J. Dixon 9/22/17

Approved as to form and legal
sufficiency.
By/Title: [Signature]
Date: 9/13/17

EXHIBIT A

1. **Scope of Work:**

The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise described herein) and shall establish and operate the food service facility for the purpose of dispensing food, non-alcoholic beverages, and other such items as may be authorized by the Resource Officer (RO), in accordance with all items and conditions specified herein. Service shall be prompt, efficient, and courteous, and avoid undue interference with the operation of the building in which services are provided. The assignment of work will be on an as-needed basis and will be consistent with the requirements delineated in the scope of work. The extended work hours noted during an emergency and disaster events may require twenty-four (24) hours per day coverage for several days.

a) **Description of Services:** The Contractor will be required to provide food services, janitorial, trash removal, and cleaning/maintenance on County owned equipment in said food service areas of the Escambia County Public Safety facility. In addition, the Contractor will be responsible for obtaining all permits, licenses, and approvals to operate the facility. The variety, menu, and appearance of food shall be consistent with approved food service industry standards for comparable local food facilities. The Contractor shall demonstrate innovative methods in keeping with the best industry standards.

b) **Hours of Operation:** Food services shall be provided on an as-needed basis.

Breakfast	6:00a.m. to 8:00a.m.
Lunch	11:00a.m. to 1:00p.m.
Dinner	6:00p.m. to 8:00p.m.
Late Shift	11:00p.m. to 1:00a.m.

Additionally, hot and cold beverages will be made available twenty-four (24) hours each day during activation.

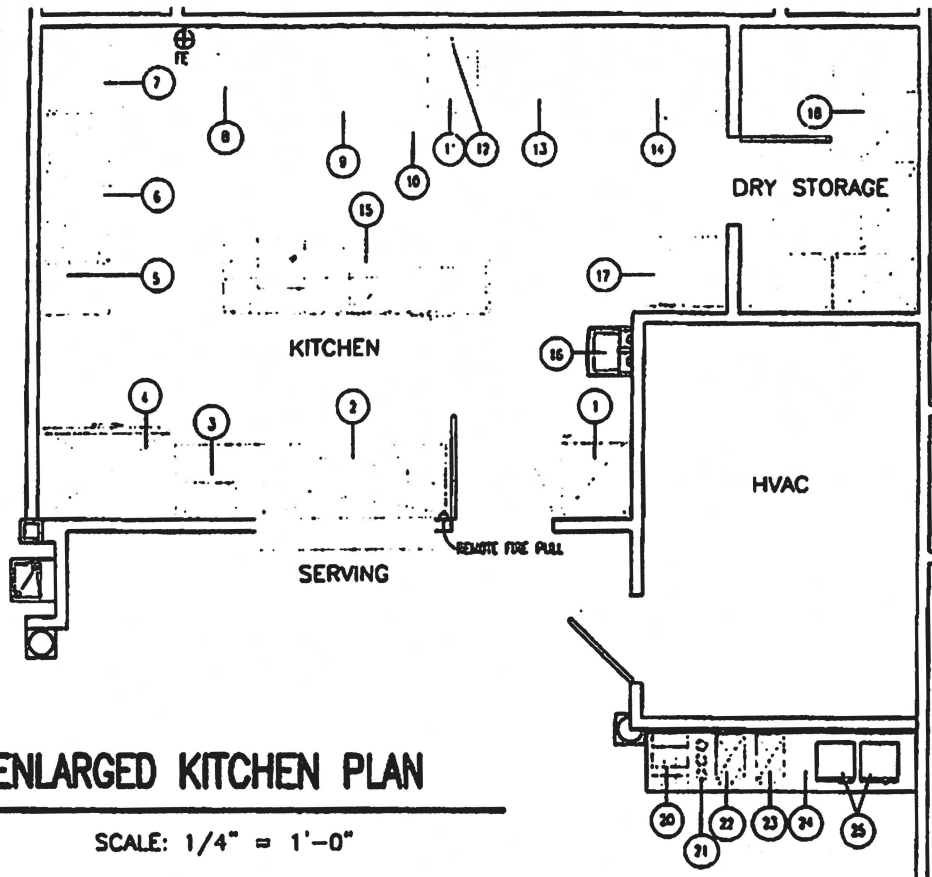
2. **Prices and Pricing Structure:** (maximum charge)

- Management, supervision, and related labor cost.
- Raw food cost and supplies.
- Snacks, salad, and other related food items.
- Advance notice twenty-four (24) hours prior to activation.
- Total cost per meal per person not to exceed \$12.00.
- Average meal cost (\$6.00 to \$11.00)

3. **Meal Count Process:** Each person inside the Emergency Operations Center has been issued a security pass card providing them access to areas within the Emergency Operations Center. This security card is also used to track meal distribution by requiring each person receiving a meal to swipe their ID badge on the security card reader at the kitchen serving window before receiving a meal. It is this action that will verify the numbers being served as each meal. It is the food Contractor's responsibility to monitor the swiping of the security cards to ensure that each person is being counted and an accurate meal count is provided.

4. **Facility Kitchen Site Plan:** (See following page)

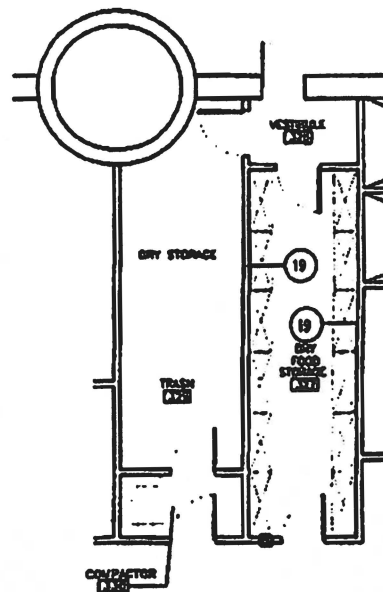




ENLARGED KITCHEN PLAN

SCALE: 1/4" = 1'-0"

KITCHEN EQUIPMENT SCHEDULE (N.I.C.)		
No.	ITEM	MANUFACTURER
1	HEATED CABINET	EPCO- FUTURE
2	SERVING COUNTER	LOWTEMP
3	MICROWAVE OVEN AND SHELF	PANASONIC
4	REFRIGERATOR	HOBART
5	WALL MOUNT POT RACK	LOWTEMP
6	POT AND PAN SINK	LOWTEMP
7	DISHWASHER	HOBART- FUTURE
8	FRYER WITH VENTLESS HOOD	GALES-FUTURE
9	RANGE	VULCAN
10	VENTLESS HOOD	GALES
11	STEAMER	GREEN
12	FIRE CONTROL SYSTEM	AHSJA
13	DOUBLE CONVECTION OVEN	BLODGETT-ONE OVEN FUTURE
14	FREZZER	HOBART
15	PREP. TABLE WITH UTENSIL RACK	HOBART
16	HAND SINK	ADVANCE/TABCO
17	ICE MACHINE AND BIN	MANITOWOC
18	STORAGE SHELVING	INTERMETRO
19	STORAGE SHELVING	INTERMETRO
20	CONDIMENT CADDY	BY BEVERAGE CO.
21	CUP DISPENSERS	BY BEVERAGE CO.
22	COFFEE MACH. REGULAR	BY BEVERAGE CO.
23	COFFEE MACH. DECAF.	BY BEVERAGE CO.
		ET SPECIALTES
24	SERVICE COUNTER	SEE MILLWORK
25	DOMESTIC MICROWAVE OVENS	5



FOOD/TRASH STORAGE PLAN

SCALE: 1/8" = 1'-0"





CERTIFICATE OF LIABILITY INSURANCE

Fax: (850)595-3063

DATE (MM/DD/YYYY)

10/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy; certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advance Insurance of Northwest Florida, Inc. 105 A Beverly Parkway Pensacola, FL 32505	CONTACT NAME: Kara Romelko	FAX (A/C, No): (850)469-0883
	PHONE (A/C, No, Ext): (850)469-0880	E-MAIL ADDRESS: brad@GoAdvanceInsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sisters on the Rise Inc. 190 W Government St Pensacola, FL 32502-5773	INSURER A: Lloyd's of London	
	INSURER B: Market Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00000000-16855 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	MERCFL008382	11/02/2016	11/02/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	MWC0086532-02	11/02/2016	11/02/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Escambia County is listed as Additional Insured in regards to General Liability

Workers Comp: Ruth Armstrong

CERTIFICATE HOLDER Escambia County PO Box 1591 Pensacola, FL 32591	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kara Romelko</i> (KAM)
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