

Meeting Date
September 19, 2017



AGENDA	
Section	Consent
Item No.	II.C.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request from Viera Complex Food Services, Inc. to Amend Snack Bar Lease
DEPT/OFFICE:	Central Services

Requested Action:

Request the Board approve request from Viera Complex Food Services Inc., to amend their Lease Agreement to include providing beverage vending at the Government Center Viera and the Harry T. and Harriette V. Moore Justice Center.

Summary Explanation & Background:

Mr. Paul Novick, owner of the Viera Complex Food Services, Inc., dba Complex Café, operates snack bars at the Government Center Viera and the Moore Justice Center. Mr. Novick requests the Board approve amending his lease to include beverage vending at the Government Center Viera and Moore Justice Center. The current lease with Viera Complex Food Services, Inc. expires September 30, 2027.

On June 14, 2017, Purchasing Services approved award of county-wide beverage vending to Coca Cola Beverages Florida, LLC. However, exceptions to the contract, which were submitted with Coca Cola's bid, were deemed unreasonable by the County Attorney's Office, and the County and Coca Cola were unable to negotiate a contract allowing Coca Cola to continue beverage vending on the properties included in the bid documents. Coca Cola was the only respondent to the beverage vending bid. Upon learning that beverage vending would be interrupted or discontinued, Viera Complex Food Services requested an amendment to the existing lease to provide beverage vending at the locations at which they currently provide snack bar service. Viera Complex Food Services will charge the same prices and pay the same commission quoted by Coca Cola in their most recent bid.

If approved, under the Amendment to Lease Agreement, Viera Complex Food Services would pay commission on sales to the County. The annual revenue for the Government Center Viera and Moore Justice Center is estimated at \$1,600.

Contact: Teresa Camarata; Teresa.camarata@brevardcounty.us; 637-5482

Clerk to the Board Instructions:

Exhibits Attached: Amendment to Lease Agreement

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager		Department Director / Extension
Frank Abbate 		 Teresa Camarata, Central Services Director



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
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Tammy.Rowe@brevardclerk.us

September 20, 2017

MEMORANDUM

TO: Teresa Camarata, Central Services Department Director

RE: Item II.C.2., Amendment to Lease Agreement from Viera Complex Food Services, Inc. for Viera Complex Food Services, Inc. - Snack Bar Lease

The Board of County Commissioners, in regular session on September 19, 2017, approved the request from the Viera Complex Food Services, Inc. for Amendment to Lease Agreement to include providing beverage vending at the Government Center Viera and the Harry T. and Harriette V. Moore Justice Center. Enclosed is fully-executed Amendment to Lease Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for *Denna Scott*
Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Contracts Administration
Finance
Budget

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 19th day of September, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Café, a Florida Corporation whose address is P.O. Box 411008, Melbourne, Florida 32941, hereinafter referred to as "Vendor".

WITNESSETH:

WHEREAS, the County and Viera Complex Food Services, Inc., dba Complex Café, have previously entered into an Agreement dated May 4, 2004 which was amended by an Assignment of Modification Agreement dated September 25, 2007, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference; and

WHEREAS, the Agreement dated September 23, 2007 was amended on October 18, 2011, a copy of which is attached hereto and incorporated herein as Exhibit B, and made a part hereof by this reference; and

WHEREAS, the Agreement dated October 18, 2011 was amended on February 21, 2012, a copy of which is attached hereto and incorporated herein as Exhibit C, and made a part hereof by this reference; and

WHEREAS, the Agreement dated February 21, 2012, was amended on October 20, 2015, a copy of which is attached hereto and incorporated herein as Exhibit D, and made a part hereof by this reference; and

WHEREAS, Viera Complex Food Services, Inc. has requested the right to operate drink vending machines at the Brevard County Government Center, Viera and the Harry T. and Harriette V. Moore Justice Center, Viera.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

Section 1. Service: Vendor shall furnish all labor, management, supervision, supplies, materials, equipment machinery, tools, apparatus and transportation for beverage vending service at the Brevard County Government Center Viera, and the Harry T. and Harriette V. Moore Justice Center.

Section 2. Product Pricing: Pricing for vending machine drinks shall be as follows:

12-ounce soda	\$1.00
15.2-ounce fruit juice	2.00
20-ounce sport drink	2.00
20-ounce bottled water	1.75
6-18 ounce Iced Coffee	3.25

Section 3. Commission Rate: Vendor shall submit a statement of such sales and the commission due to the Brevard County Board of County Commissioners in care of Facilities on a monthly basis by check, and in accordance with the following rates:

12-ounce soda	10%
15.2-ounce fruit juice	15%
20-ounce sport drink	30%
20-ounce bottled water	30%
6-18 ounce Iced Coffee	10%

Section 4. Maintenance and Repairs: Bidder shall provide prompt response for equipment repairs and service of improper operations or equipment failure within seventy-two (72) hours of the notification request.

Section 5. Refunds: Patrons who lose money in the soda vending machines will be able to seek refunds from the Vendor by requesting refund at either snack bar under this lease

Section 6. Product Price Adjustments Product Prices shall be firm for three (3) years. Product price increases or decreases will be negotiated only if increases or decreases occur in the industry. If a product price increase should occur, it must be mutually agreed upon. Increase cap will be determined during negotiation.

Section 7. All other terms and provisions of the Agreement dated May 04, 2004 as amended by the Assignment and Modification Agreement dated September 25, 2007, and further amended on October 18, 2011, February 21, 2012, and October 20, 2015, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
As approved by the Board on 09/19/2017



Curt Smith, Chair

VIERA COMPLEX FOOD SERVICES, INC.



Paul Novick