

BOARD OF COUNTY COMMISSIONERS

DATE: July 26, 2005  
AGENDA ITEM NO.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐ 35b

County Administrator's Signature:

Subject:

Approval of Final Negotiated Contract - Food Service Operation (Clearwater Court House)  
Contract No. 045-409-P (CLM)

Department:

Office of Management & Budget/Purchasing

Staff Member Responsible:

Jerry Herron/Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED CONTRACT FOR FOOD SERVICE OPERATION WITH DEMKO VENDING INC., FORT MYERS, FLORIDA.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE LEASE AGREEMENT BY THE CONTRACTOR, AND AFTER WRITTEN APPROVAL AS TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST.

Summary Explanation/Background:

On June 28, 2005, the Board approved the ranking of firms for Food Service Operations for the Court House location at 315 Court St., Clearwater, Florida and authorized staff to negotiate a final contract with the number one ranked firm, Demko Vending Inc.

Negotiations with Demko Vending Inc. were centered on revenue to the County and specific responsibilities such as capital improvements and utility responsibility for the site. Staff successfully negotiated the following:

1. Demko Vending Inc. will pay the County a sum of \$500.00 per month for rent for the term of the agreement (five (5) years with two (2) five (5) year optional renewal periods). The amount is equivalent to estimated utility costs paid by the county.
2. Demko Vending Inc. will pay 10% commission on gross sales exceeding \$13,330.00 for the initial five (5) year term of the contract. Commission may be renegotiated at point of renewal.
3. The County will reimburse Demko Vending Inc. approximately \$29,478.00 for furniture, fixtures and equipment (FF&E) made to the County site location.
4. Demko Vending Inc. will pay for and retain ownership of all additional equipment such as appliances and small wares for food service operations at cost of approximately \$47,000.00.
5. Demko Vending Inc. will be responsible for all maintenance and repairs of all equipment for the duration of the contract.
6. The County will reimburse Demko Vending Inc. approximately \$77,038.00 for tenant (interior build out) improvements to the County site location.

In addition the County will permit Demko Vending Inc. to place snack and beverage vending machines in the lobby of the Court House for after hour food service. After six (6) months an evaluation of vending usage will take place to see if the County should receive commission on vending sales. Demko Vending Inc. is offering a very attractive marketing plan (attached), which will entice customers and should create a dynamic and viable food service operation for the Clearwater Court House Campus.

The contract period will be five (5) years with two (2) five (5) year optional renewal periods. After each five (5) year period, the County reserves the right to negotiate the commission structure of this contract.

Anticipated start date of the food service operation shall be ninety days (90) from formal contract execution.

**Fiscal Impact/Cost/Revenue Summary:**

Revenue will be \$500.00 per month for the first sixty (60) months plus 10% commission on gross monthly sales in excess of \$13,330.00. Costs to the County include approximately \$29,478.00 for FF&E and approximately \$77,038.00 for tenant improvement of the site location.

Funding for the improvements of the site location will be from General Services budget.

**Exhibits/Attachments Attached:**

- 1) Agreement
- 2) Vendor's Offer
- 3) Vendor's Proposed Floor Plan
- 4) Vendor's Marketing Plan
- 5) Board Order and Agenda Dated June 28, 2005, Ranking of Firms

## LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_ day of July, 2005, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "LANDLORD," "COUNTY" and "County," which terms shall include County's designated agent(s) and/or successors in interest, and **DEMKO VENDING, INC.**, a Florida corporation, hereinafter referred to as "TENANT."

### WITNESSETH:

WHEREAS, COUNTY, after soliciting competitive proposals for leasing and operating food concession services at the Clearwater Courthouse complex pursuant to Pinellas County Request for Proposal No. 045-409-P (clm), hereinafter referred to as "RFP," COUNTY has awarded this contract to TENANT; and

WHEREAS, TENANT has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP, which is incorporated herein by reference.

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

#### 1. PREMISES:

In consideration of the rent hereinafter agreed to be paid by the TENANT to the COUNTY, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the COUNTY does hereby lease and let unto the TENANT, and the TENANT does hereby lease from the COUNTY Room 133, 1,120 sq. ft. located within the Courthouse Building at 315 Court Street, Clearwater, Florida.

COUNTY shall renovate the facility as outlined in the RFP # 045-409-P (clm). TENANT shall improve the facility as identified in its Response and Supplemental Response to the RFP, and as outlined in the attached Composite Exhibit "A".

TENANT shall be permitted to install and maintain vending machines in the designated area of the lobby of the Courthouse Building, 315 Court Street, Clearwater, Florida.

#### 2. TERM AND RENTAL:

A. TERM. This Lease shall be for an initial term of five (5) year(s) commencing July 26, 2005. TENANT shall notify COUNTY by letter of the opening date of the operation, hereinafter referred to as "Opening Date". For the purposes of this Lease, the Opening Date

shall also be the anniversary date of this Lease. The ending date of this Lease shall be five years from the Opening Date. The COUNTY, at its sole option, through the County Administrator or his designee, may renew the Lease for up to two (2) additional 5-year periods, only if all terms and conditions remain the same. In the event COUNTY desires to exercise an option to TENANT, COUNTY shall provide Notice to TENANT not less than six (6) months prior to the expiration of the term.

B. RENTAL. Rental payments shall begin when sales commence.

i) Food Service Operation. TENANT shall pay to COUNTY on or before the 15<sup>th</sup> day of each month Fixed Rent and Percentage Rent. Fixed Rent shall be \$500.00 per month. Percentage Rent shall be ten (10%) percent of gross monthly revenues for the preceding month, from sales exceeding \$13,330. Such rental payments shall be subject to applicable taxes, without demand, deduction, setoff or abatement.

ii) Vending Machines. During the first six (6) months of this Lease, which period shall begin from the Opening Date, COUNTY shall waive collection of any commissions on the vending machine sales. At the end of the six-month period, the parties shall review the vending machine sales and negotiate a Percentage Rent for future vending machine sales. A future Lease Amendment shall be executed between the parties to memorialize the negotiated Percentage Rent on such vending machine sales.

Prior to the end of each term, COUNTY has the right to review profitability of the TENANT, costs associated with the facility, and renegotiate an adjustment to the Percentage Rent.

Records supporting such payment must be provided with each payment, as evidenced in the Sales Tax Report and Concession Monthly Summary Report, in the format attached hereto as Exhibit "B". During the initial 6-month period for Vending Machines, TENANT shall include on the Monthly Summary Report the Vending Machine Sales for each month. On an annual basis or portion thereof, TENANT shall provide to COUNTY an Annual Profit and Loss Statement, in the format attached hereto as Exhibit "C". Both the Concession Monthly Summary Report and the Annual Profit and Loss Statement shall be based on source documents and books of original entry. Books of original entry and source documents shall be retained for a period of five (5) years, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the retention period. The retention period commences from the date of submission of the Annual Profit and Loss Report required above.

"Gross Monthly Revenue" shall mean the gross revenues (not including sales tax) received by TENANT from all sales of services and merchandise and all other receipts of all business conducted in or from the Leased premises during any calendar month, including coffee and catering services. It includes the entire amount of the selling price, less the sales tax, of all food and beverage items, merchandise, goods, property, and services sold in or from the Premises by TENANT, its employees, agents, subtenants, licensees and assignees, whether the purchase and sale were by email, facsimile, internet or other means. No deductions shall be allowed for uncollected or uncollectible accounts.

COUNTY shall reimburse TENANT for certain costs and expenses associated with the Tenant Improvements in an amount not to exceed \$106,516, as outlined in the attached Tenant Improvement Composite Exhibit "E" and the proposal submitted by Southland Construction Services, Inc. TENANT shall submit to the COUNTY line-item invoices, for such amounts, including supporting documentation of paid receipts for such items. COUNTY shall submit reimbursement to the TENANT within forty-five (45) days from receipt of such invoice.

C. Late Fee: All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then COUNTY may cancel this Lease. The late fee is applicable for each and every payment which is past due.

D. No set off: All rent shall be payable without deduction, set-off-abatement or diminution except as otherwise specifically set forth in this Lease, and TENANT hereby expressly waives the benefits of any and all laws permitting TENANT to claim a set-off against Rent for any cause whatsoever.

3. USE:

It is understood and agreed between the parties hereto and TENANT covenants that said Premises during the continuance of the Lease shall be used and occupied for food concession services and vending machine service at the designated location, and for no other purpose or purposes, without the written consent of the COUNTY. TENANT shall comply with the terms of the Minimum Operation Specifications, a copy of which is attached hereto as Exhibit "D", and as it may be amended from time to time. There shall be no cooking of foods that produce grease-laden air. TENANT agrees to cause the Leased Premises to be operated for such use during the entire term of this Lease, unless prevented from doing so by causes beyond TENANT'S control, and to conduct its business at all times in a reputable manner. This Lease is made on the express

condition that the Premises shall be used only in conformance with the applicable laws and ordinances. TENANT shall not make or permit any offensive or unlawful use of said Premises. All rights of TENANT hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

The TENANT shall not allow the Premises to be used for activities which are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State, or Local Laws, rule, regulations, or ordinances. By way of illustration and not limitation, State Law prohibits the use of COUNTY-occupied buildings or land for political fund raisers [see §106.15(40), Florida Statutes], and Federal and State Law prohibits use of COUNTY-occupied buildings or land for any implied promotion of a religion.

No alcoholic beverages will be allowed on the Premises in accordance with Ordinance No. 00-42.

4. TAXES:

In the event that any ad valorem, rental, sales or similar taxes are levied upon the Leased Premises due to the existence of this Lease, then TENANT shall pay all such taxes so imposed. TENANT shall provide to COUNTY a copy of the monthly Florida Sales Tax report each month with its payment due under this Lease.

5. UTILITIES:

COUNTY shall pay for electric, water, sewer, and garbage disposal services. COUNTY shall not be liable in any manner for damages to TENANT'S business and/or inventory, or for any other claim by TENANT, resulting from any interruption in utility services. TENANT shall pay for all other expenses, such as but not limited to telephone service, pest control, janitorial, or cable television. No gas is provided to the Courthouse building.

6. MAINTENANCE AND SERVICES:

TENANT shall maintain the Leased Premises in good repair and in a clean, neat, orderly, and sanitary condition. Said maintenance shall include, but not be limited to non-structural maintenance and repairs of the facility spaces. COUNTY shall provide power to the electrical panel and maintain the electrical distribution system and receptacles. TENANT shall be responsible for any new circuits required, within the Leased Premises following the completion of the initial build out.

COUNTY shall inspect the Leased Premises on a quarterly basis to determine any maintenance needs. Such inspections shall be performed by Facility Management Division, in cooperation with Lease Management Division, and TENANT may participate in the inspections. A copy of Inspection Reports shall be maintained by Facility Management Division and available upon review by TENANT, if requested. To the event the inspection determines certain maintenance is required, COUNTY is only responsible for those items which are considered part of the building. All other maintenance items such as grease traps, plumbing, electrical needs, telephone, pest control, janitorial services, and those items on the interior of the facility spaces are the responsibility of the TENANT.

The TENANT shall provide the COUNTY with prompt written notice of any structural defects or the need of the aforementioned structural repairs or replacements. TENANT shall be responsible for any such repairs described in this paragraph if covered by or resulting from the actions or negligence of TENANT, its agents, employees, invitees, licensees, customers or its clients.

In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY shall demand repayment of same from TENANT within ten (10) days of payment and TENANT shall make such payment within ten (10) days of receipt of said demand. TENANT'S failure to timely reimburse shall be deemed a breach of this Lease.

7. INSURANCE:

TENANT shall procure, pay for and maintain during the term of the Lease insurance as required herein:

A. Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$50,000. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence, for bodily injury

including death, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$300,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

C. Workers' Compensation in at least the limits required by Florida Law, and Employers' Liability, where applicable, of not less than \$100,000.

D. \$500,000 Combined Single limits, personally injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

E. Builder's Risk and/or Installations Floater in an All Risk Completed Value form covering insurable interest of both County and Contractor as their interest may appear, in an amount to be approved by County.

F. A Certificate of Insurance shall be filed within five (5) days from the Commencement Date to the Lease Management Division, 201 Rogers Street, Clearwater, FL 33756 and thereafter. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. TENANT shall notify COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of TENANT. The term "COUNTY" or "PINELLAS COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members and employees thereof in their official capacities while acting on behalf of PINELLAS COUNTY. The Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature. The TENANT hereby waives subrogation rights for loss or damage against the COUNTY.

8. LIABILITY OF COUNTY:

All property of any kind that may be on the Premises during the continuance of the Lease shall be at the sole risk of TENANT, and COUNTY shall not be liable to TENANT or any other person for any injury, loss, or damage to property or to any person on said Premises.

9. ASSIGNMENT AND SUBLETTING:

The TENANT further agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by the COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as a waiver of COUNTY'S rights under this section.

10. ALTERATIONS, MECHANIC'S LIENS:

A. TENANT will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of COUNTY. TENANT shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Leased Premises undertaken by TENANT. All such additions, improvements and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

B. TENANT shall promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Leased Premises undertaken by TENANT. Any mechanics liens against the Premises, TENANT'S leasehold, or the land and building arising out of work performed by or for TENANT are hereby expressly prohibited and in the event of the filing of any Claim of Lien, TENANT shall promptly satisfy same or transfer it to a bond; and TENANT shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS:

TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein demised or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the demised

Premises or any part thereof, are hereby charged with notice that they must look to TENANT to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

12. POSSESSION:

TENANT shall be granted possession of the Premises immediately upon the commencement date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all parties.

13. INDEMNIFICATION:

TENANT covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by TENANT, its officers; employees, agents, contractors, or subcontractors during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

14. CONDEMNATION:

If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the demised Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day, the TENANT shall have the right either to terminate this Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the TENANT shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the term. If TENANT exercises its

right to cancel, all advance rent paid by the TENANT shall be adjusted to the date of said taking. If TENANT fails to exercise its right to cancel, TENANT shall, at its own cost and expense, make the repairs made necessary to said partial taking.

The parties agree that TENANT shall receive notice of the commencement of condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

15. DESTRUCTION OF PREMISES:

If the demised Premises shall, without fault of TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY may, by written notice delivered to TENANT within one hundred twenty (120) days after such destruction or damage, elect to rebuild or repair. In such event, this Lease shall remain in force, and COUNTY shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage. For that purpose, COUNTY may enter the Premises, and rent shall abate during the time the Premises are untenable. If COUNTY elects not to restore or rebuild, TENANT may have the option to do so only with COUNTY'S written approval. If neither party so elects, this Lease shall terminate effective the date of said destruction.

16. DEFAULT:

If the TENANT should fail to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to be kept and performed by the TENANT, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT of the default and its demand to cure the default. Upon receipt of notice, TENANT shall have fifteen (15) days from the date of receipt, to cure said default, or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT agrees and shall pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare said demised term ended and to re-enter upon the demised Premises and to retake possession of the said Leased Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT covenants and agrees that upon termination of the said demised term, at such election of the COUNTY, or in any other way, it, the TENANT, will surrender and deliver up said

Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said demised term.

In the event TENANT defaults as set out above or elsewhere in this Lease, all payments of rent, additional rent, or of any other monies due from TENANT during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as to COUNTY may seem necessary or advisable to re-let the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorneys fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

17. SIGNS:

TENANT agrees that any and all signs, brochures, menu boards and advertising, and all print material shall be presented and approved by the Department prior to use. TENANT may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency telephone number, subject to Department approval before installation.

18. WAIVER:

One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the COUNTY to or of any act by the TENANT requiring the COUNTY'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the TENANT.

19. OBSERVANCE OF LAWS:

TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal Boards and Agencies, and of insurance carriers, due to this use or occupancy of the demised Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

20. ACCESS TO PREMISES:

The COUNTY shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the same, or for making repairs to the demised Premises or to any property owned or controlled by the COUNTY therein. Such repairs shall not unduly interfere with TENANT'S business, except as is naturally necessitated by the nature of the repairs being effected. In the event of an emergency, LANDLORD shall have the right to enter the Premises without prior notification.

21. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE:

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of COUNTY and TENANT. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This contract shall be governed by the laws of the State of Florida. Any changes in the applicable laws which govern this Lease will necessitate a change in Lease Terms and Conditions which may be effected thereby, at the time such changes may arise.

22. SURRENDER AT END OF TERM:

Upon the expiration of the term hereof or sooner termination of this Lease, TENANT agrees to surrender and yield possession of the demised Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this Lease.

23. NOTICES:

The checks for rental or other sums accruing hereunder shall be forwarded to the COUNTY at the following address:

Lease Management Division  
General Services Department  
201 Rogers Street  
Clearwater, FL 33756

until TENANT is notified otherwise in writing. All notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until TENANT is notified otherwise in writing. All notices given to the TENANT hereunder shall be forwarded to TENANT at the following address:

Demko Vending, Inc.  
2180 Andrea Lane, #7  
Ft. Myers, FL 33912

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

24. QUIET ENJOYMENT:

The COUNTY covenants and agrees that upon TENANT paying said rent and performing all of the covenants and conditions aforesaid on TENANT'S part to be observed and performed, the TENANT shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid.

25. SUCCESSORS AND ASSIGNS:

The covenants, provisions and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Lease is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. PUBLIC ENTITY CRIME ACT:

The TENANT is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and the County's requirement that the TENANT comply with it in all respects prior to and during the term of this Lease.

27. RADON GAS:

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 the County Public Health Department.

28. FISCAL FUNDING:

In the event funds are not appropriated by the COUNTY for the COUNTY'S obligations under the terms of the Lease in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

29. HAZARDOUS SUBSTANCES:

TENANT shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. TENANT shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

TENANT shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which TENANT has actual knowledge. If TENANT learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, TENANT shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

30. ANNUAL REPORT

TENANT shall provide and submit a copy of its Corporate Annual Report listing the officers and directors, which is filed with the Secretary of State, to COUNTY on or before July 1<sup>st</sup> of each year. TENANT shall also provide other reasonable information as COUNTY may

from time to time request, and COUNTY shall allow TENANT a reasonable period of time within which to comply.

31. AUDIT

TENANT will maintain daily records of its receipts and expenses in connection with the operation and maintenance of the facility. TENANT shall keep all records and supporting documentation which concern or relate to this Lease for a minimum of five (5) years from the date of termination of this Agreement, or such longer period of time as may be required by law, whichever is later. The COUNTY, or any duly authorized agent or representative of the COUNTY shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours at a location within Pinellas County mutually convenient to the parties, or at such other location mutually agreeable to the parties.

32. ENTIRE AGREEMENT:

The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, together with the following documents which are incorporated herein by reference:

a) Request for proposal # 045-409-P (clm), and all of its addenda and attachments;

b) TENANT'S Response to the RFP;

incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease Agreement the day and year first above written.

COUNTY:

ATTEST: Ken Burke  
Clerk of Circuit Court

PINELLAS COUNTY, FLORIDA  
By and through its Board of County Commissioners

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairman  
(SEAL)

WITNESSES:

TENANT: DEMKO VENDING, INC.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
(CORPORATE SEAL)

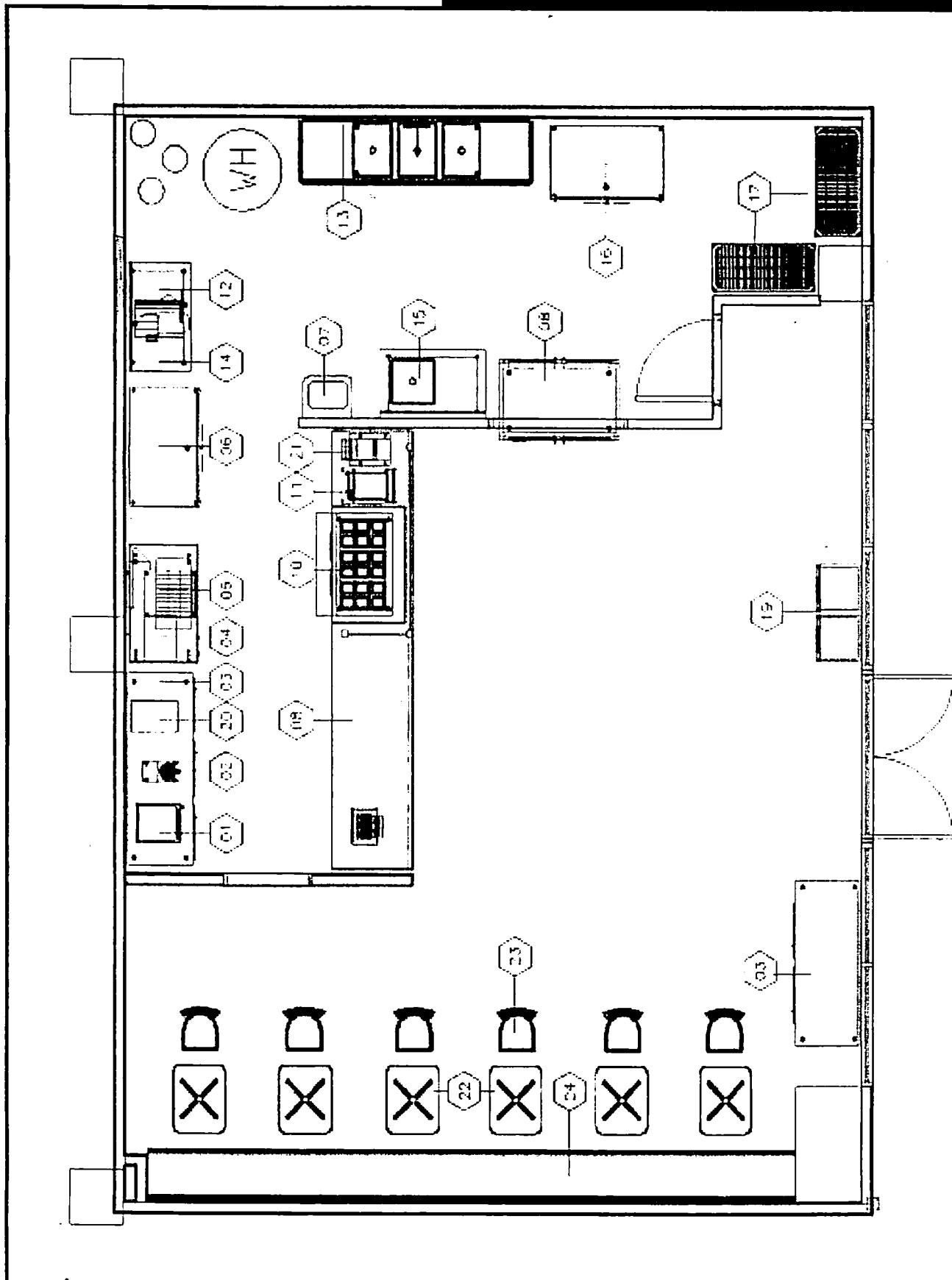
\_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved as to Form

Office of County Attorney  
~~SUBJECT TO PROPER EXECUTION~~  
BY TENANT

By: Sarah Richardson  
Assistant County Attorney

# Floor Plan



## EQUIPMENT SCHEDULE

ITEM NO	QTY	EQUIPMENT CATEGORY
01	1	DISPLAY CASE, HEATED
02	1	COFFEE MAKER, AUTOMATIC
03	2	COUNTER UNIT
04	1	OVEN, CONVEYOR
05	1	REFRIGERATOR, SHORTY
06	1	REFRIGERATOR, 2 DOOR
07	1	SINK, HAND
08	1	REFRIGERATOR, PASS-THRU
08	1	COUNTER UNIT
10	1	REFRIGERATOR, SANDWICH/SALAD PREP
11	1	GRIDDLE, DOUBLE-SIDED, ELECTRIC
12	1	TABLE, WORK
13	1	SINK, KITCHEN
14	1	SLICER, FOOD
15	1	SINK, KITCHEN
16	1	REFRIGERATOR, 2 DOOR
17	1	SHELVING, PLASTIC, LOUVERED
19	1	DUAL TRASH CAN UNIT
20	1	COUNTERTOP COMBI-OVEN
21	1	TOASTER, CONVEYOR
22	6	TABLES 24X30
23	6	CHAIRS
24	1	SEAT CUSHION

EXHIBIT "B"

CONCESSION MONTHLY SUMMARY REPORT

Vendor Name: \_\_\_\_\_

Mail to: Pinellas County  
Lease Management Division  
201 Rogers Street  
Clearwater, FL 33756

Make Check Payable to: Board of County Commissioners

Report for the month of \_\_\_\_\_ 200\_\_.

Fixed Rent: \$ \_\_\_\_\_

Gross Sales:  
Food Service Operation:

\$ \_\_\_\_\_ x \_\_\_\_\_ % of Sales = \$ \_\_\_\_\_

Vending Machine Sales:

\$ \_\_\_\_\_ x \_\_\_\_\_ % of Sales = \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

Sales Tax ( 7%) \$ \_\_\_\_\_

Total Payment \$ \_\_\_\_\_

PAYMENTS MUST BE SUBMITTED BY THE 15<sup>TH</sup> OF THE MONTH.

EXHIBIT "C"

ANNUAL PROFIT AND LOSS STATEMENT FOR 200\_\_

Vendor Name: \_\_\_\_\_

Submit to: Pinellas County  
Lease Management Division  
201 Rogers Street  
Clearwater, FL 33756

---

GROSS SALES:

Food Service Operation: \$ \_\_\_\_\_  
Vending Machine Sales: \$ \_\_\_\_\_

Less:

Fixed Rent \$ \_\_\_\_\_  
Percentage Rent \$ \_\_\_\_\_  
Operating Expenses \$ \_\_\_\_\_  
Other \$ \_\_\_\_\_

Subtotal  
\$ \_\_\_\_\_

ANNUAL PROFIT/ LOSS \$ \_\_\_\_\_

---

Prepared by: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

CERTIFICATION: I certify that this annual profit and loss statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.

\_\_\_\_\_  
Signature of Vendor

DATE: \_\_\_\_\_

DUE WITHIN 90 DAYS AFTER CLOSE OF CALENDAR YEAR.

## EXHIBIT "D"

### MINIMUM OPERATING SPECIFICATIONS

(Department = General Services Department)

#### HOURS

TENANT'S business hours and schedule of operation shall be approved by the General Services Department, and shall be posted on the door of the Coffee Shop. Such business hours shall be regular and reasonable. Any deviation or change from these hours and days shall require prior written approval by the Department. The following hours shall be the minimum business hours:

Monday – Friday: 7:30 a.m. – 4:00 p.m.

Closed all County recognized holidays, as they may change from time to time.

#### EMERGENCY

TENANT shall be available by telephone twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term, and any renewals, of this Lease.

Information on how to contact TENANT or its designee is to be provided to the Department.

#### FOOD ITEMS

Menu items offered for sale shall be of superior quality as determined by the County. In the event the quality of items are considered to be below standards, County may at its sole option, require TENANT to modify the item. In the event TENANT fails to meet these standards COUNTY may deem TENANT in material default of the Lease. Such items shall be approved by the Department.

#### LOBBY AREA

TENANT may be allowed to place dining tables and chairs in the Lobby Area of the Courthouse, in an area not to exceed 80 sq. ft., subject to approval by the Department Director. Such placement, size, and quantity of tables to be determined by the Department.

#### PERSONNEL

Employees shall be identified by a uniform and name tag.

Employees shall maintain personal hygiene and appearance.

Staffing shall be sufficient to service demand.

In the event Tenant shall employ any person who, by his or her acts, engages in a course of conduct detrimental to the best interests of the County, or their actions tends to reflect negatively on the rendering of services to the general public, the Tenant shall remove that employee from the property until proper control is restored to the situation.

#### SIGNAGE

All signs, brochures, menu board, advertising, and all print material shall be presented and approved by the Department prior to use. TENANT may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency phone number.

### RECEIPTS

TENANT shall have a process to offer receipts and subsequently refunds if necessary.

### MAINTENANCE AND SERVICE:

TENANT shall be responsible for all maintenance and service within the Leased Premises. COUNTY shall evaluate the Leased Premises on a quarterly basis to determine any maintenance needs. To the extent the evaluation determines certain maintenance is required, COUNTY is only responsible for those items which are considered part of the building. All other maintenance items such as grease traps, plumbing, electrical needs, telephone, pest control, janitorial services, and those items on the interior of the facility space are the responsibility of the TENANT.

### BEVERAGE EXCLUSIVITY:

In the event COUNTY chooses to retain one particular exclusive soft-drink provider for Pinellas County, TENANT will comply with such provision.

### INSPECTIONS

Maintain a certain level of service to County standards and expectations. All equipment, merchandise displays, and other items are to be in good repair at all times.

### PUBLIC COMPLAINT PROCESS

Tenant shall be open and responsive to suggestions identified by the Department for improvements.

## COMPOSITE EXHIBIT "E"

Pg. 1

## Tenant Improvements

Items County is reimbursing Vendor:

QTY	VENDOR	MODEL #	DESCRIPTION
1	Fabrication	Custom	Counter Unit
1	Fabrication	Custom	Hand Sink
1	Victory	RA-2D-R7-EW-PT	Pass-Thru Refrigerator
1	Fabrication	Custom	Counter, Sneeze Guard, Soffit, Lights
1	Fabrication	Custom	Work Table
1	Fabrication	Custom	Kitchen Sink
1	Fabrication	Custom	Kitchen Sink
1	Fabrication	Custom	Condiment Bar
1	Fabrication	Custom	Dual Trash Can Unit
	Giles	POVH	Ventless Hood
	Fabrication	Custom	Fire System
	Delivery	Truck	Delivery
	Installation		Set in Place

Southland Construction Services proposal Dated 7/21/2005, a copy of which is attached.

**SOUTHLAND**

Construction Services, Inc.  
 9605 E. US HWY 92, TAMPA, FL 33610  
 P.O. BOX 11945, TAMPA, FL 33680-1945  
 PH 813-664-1786 FAX 813-664-1766

Date: 7/21/05

To: Denver Equipment Company, Inc.  
 (704)597-2888  
 FAX 597-2877

Attn: Barry Poole

Project: Pinellas County Courthouse - Food Service

**PROPOSAL**

We hereby propose to furnish all the materials and equipment and perform all the labor necessary to complete ....

**Scope of work:**

1. Provide the interior buildout to reflect the present proposed design with the required electrical, HVAC, including fiberglass duct system and hanging a ductless hood system, and plumbing to meet design requirements.
2. Interior finishes are quoted with painted walls in the dining area, FRP on the walls in the kitchen, quarry tile on the floor in the kitchen area, commercial grade wood laminate flooring for the dining area, and suspended acoustical ceiling over the entire area.
3. Set the equipment package supplied by Denver Equipment.
- 4.

**Qualification:**

1. Unforeseen circumstances are additional.
2. Work to be done during normal business hours.
3. Unlimited access to site during duration of work.
4. Building permit, architectural, and engineering are not included.
5. Electrical panel and fan coil unit with chilled water and controls are by others.

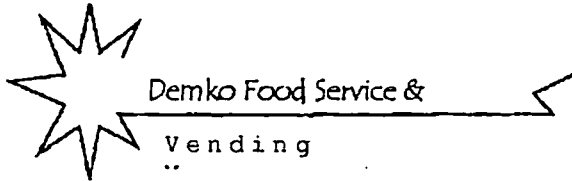
Materials	\$23,704.00
Labor	\$35,556.00
Supervision, Overhead, & Profit	\$17,778.00
<b>Total Contract Price</b>	<b>\$77,038.00</b>

**PAYMENT TERMS**

Payment terms as follows: twenty percent (20%) upon acceptance of proposal, forty percent (40%) upon completion of rough-in inspections, and thirty percent (30%) upon completion of project, with remaining balance of ten percent (10%) due upon customers satisfaction of any potential punch list items.

Proposal valid for 30 days

CGC1506447 GENERAL



## Pinellas County

### FINANCIAL PARTNERING TERMS AND CONDITIONS

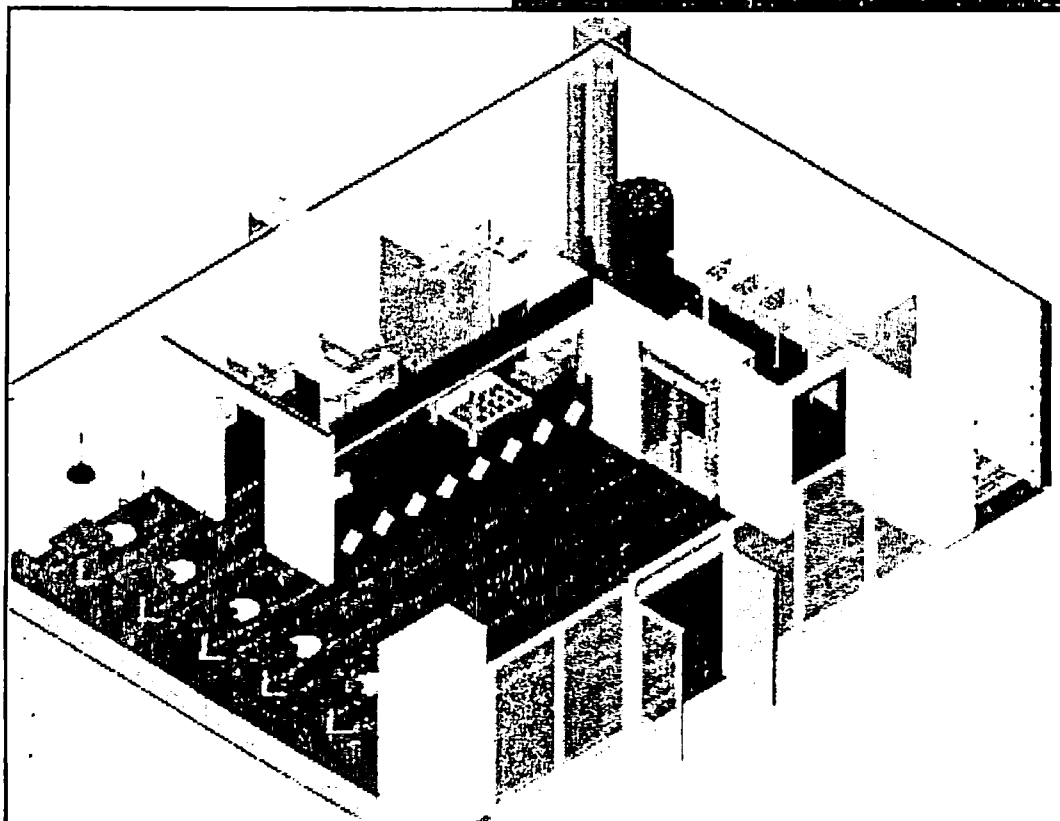
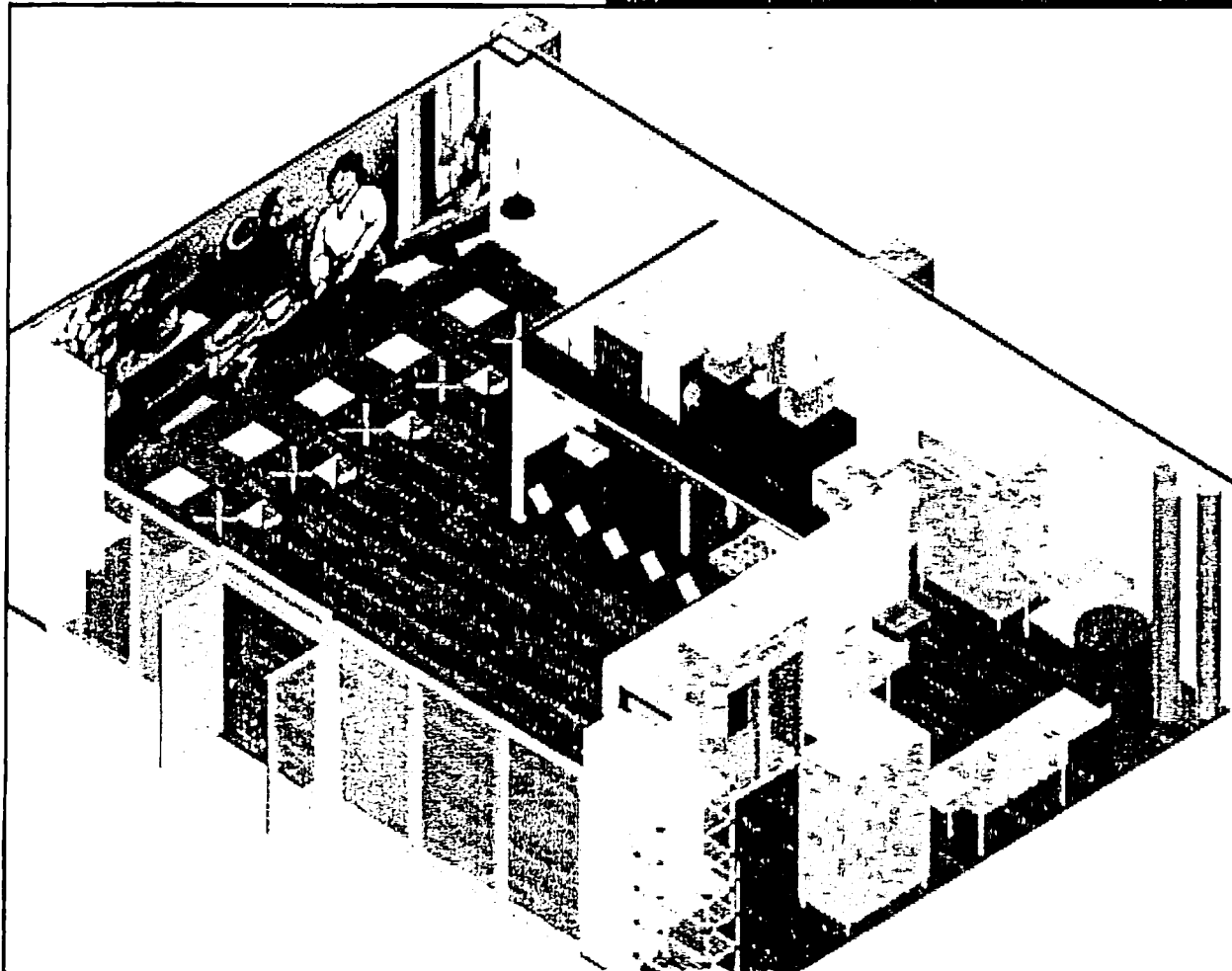
#### 3<sup>rd</sup> CONSIDERATION

Demko Food Service & Vending Management is proud to partner with **Pinellas County** in the operation of the Court House Café services. Listed below are the items we are in agreement with that were discussed at our meeting, Thursday, July 21, 2005.

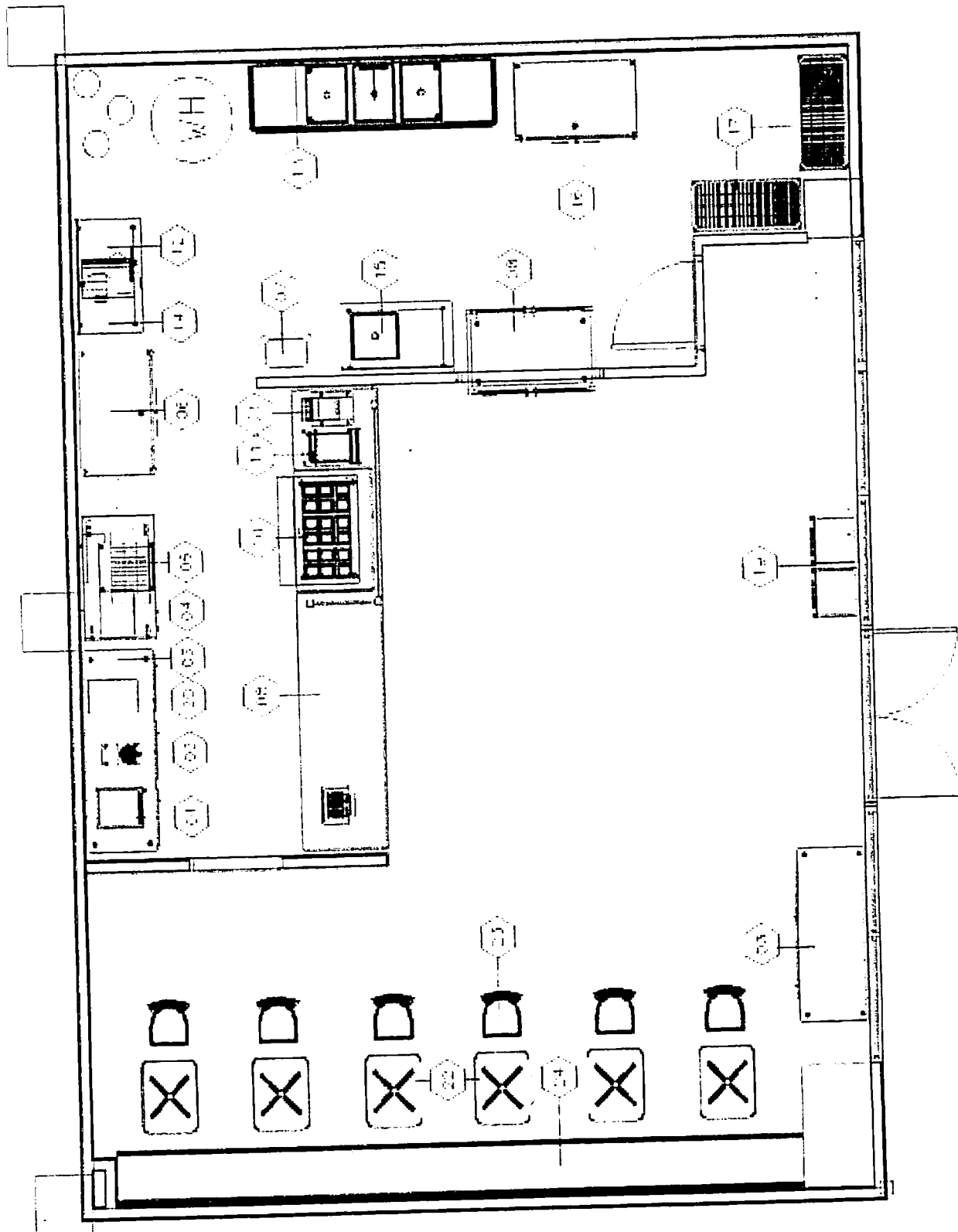
1. Demko will maintain and repair all items supplied for the build out of the café, (from the walls out) for the term of the contract.
2. Demko will contract with Southland Construction for the **Pinellas County** portion of the build-out of the café. Demko has submitted a proposal from Southland for all work, separating labor and material to **Pinellas County** for \$77,038.00. **Pinellas County** will be responsible for reimbursing Demko for all costs incurred by Southland. It is understood that **Pinellas County** will supply plumbing, electrical and HVAC to the area to be used for the Café. The contractor will take the above items to the area with-in the facility as to provide a plug-in assembly for.
3. Demko will agree to the proposed equipment split (ownership) that **Pinellas County** has provided. **Pinellas County** will reimburse Demko \$29,478.00 as indicated on the equipment list. The items proposed under this amount will remain in the ownership of **Pinellas County**.
4. Demko will pay a monthly rent of \$500 for the entire term of the contract. During the first five years Demko will pay a 10% commission on sales in excess of \$13,330 a month (4 week period). During the second and third terms of the contract the commission rate will be re-negotiated based on the volume of sales.
5. No commissions on vending sales in lobby area. Sales figures to be submitted on a monthly basis with sales report from cafe. **Pinellas County** and Demko will review after 6 months for consideration of implementation of commission on vending sales.

*James T. Law*  
7/22/05

# Overhead Views



# Floor Plan



## MARKETING STRATEGY

We've made a "Tailored Fit" just for you!

We're not just another food service company and you're not just another partner! So, we've customized a Marketing Plan just for you.

We believe it's a tailored fit for the *Pinellas County Court House Cafe*! Our plan is designed to increase participation therefore reducing the subsidy. The biggest expense to any subsidy is an empty seat. We believe in being "pro-active" not "reactive" so our plan concentrates on a continued increase in sales and participation.

The following plan is meant to be flexible and negotiable to the changes needs and expectations of your guests.

# MEASURING OUR SUCCESS

## Quality Improvement Process

Building a good client partnership is important to us. To accomplish this, Demko Food Service Management provides consistent and timely communication to our clients. Jim Tambasco, our Vice President of Operations, has prepared a guest survey for your employees to ensure their input. The survey is one of many tools designed to assist us in the evaluation process. Our management team of experts are readily available to assist in finding better ways to serve you. In keeping with our company philosophy of meeting customer needs, implementing a quality process that emphasizes continual improvement is our goal.

To ensure the continuing and long-term success of our partnership, clear, consistent and timely communication patterns across our organization are essential. Communicating with our employees and building a true partnership with our customers is a two tier process. Gathering information is only part of the process. Providing a sound and viable plan based on a vision for the future is paramount to success. To accomplish this, meaningful communication must be geared toward developing and fostering a climate of trust, purpose and pride. Demko Food Service Management is committed to a partnership approach and to a quality improvement process that works.

# Marketing Plan

## 2004/2005

**Objective:** To develop a comprehensive and effective plan to increase sales with the implementation of a customized marketing platform for the employees at **Pinellas County Court Cafe**.

### ***Daily Value Meals***

Daily specials will be featured designed to highlight additional spending through the use of very favorable pricing. These "Value Meals" were developed to increase participation, recruit the non-user and benefit the budget conscious while still offering a full and satisfying meal. Favorites include:

- |   |        |
|---|--------|
| ★ Add a Cup of Soup with any Sandwich or Entree | \$1.00 |
| ★ Two Franks and Potato Chips                   | \$2.99 |
| ★ 2 Slices of Pizza and Bottle of Water         | \$2.99 |

### ***Meals To Go!***

Don't feel like going home and cooking after a long day at work? Well, let us do the cooking for you. Stop by the Café for a complete meal package to go. All it takes is a few minutes to warm it up at home. Dinners can include everything from a single rotisserie chicken to a complete meal of sliced meatloaf, mashed potatoes, vegetables and dessert. Order for one, or order for the entire family.

### ***We're glad you're here days!***

We're glad your here days will be scheduled on a bi-annual basis to let our Guests know how important they are to us. We're glad your here days will include a wide variety of vendor samplings, prize give-a-ways (provided by vendors), and extensive price values.

### ***Dollar Day Fridays***

Dollar Days are focused on attracting the non-users and price conscious guest. Each Friday a variety of menu items that can be purchased for \$1.00 in various food outlets.

### ***Food Committee***

As partners, Demko and **Pinellas County** will introduce a food committee concept. The committee will consist of volunteers from the **Pinellas County Court** facility, and the Cafe Manager. Meeting every month they will assist and aid the on-sight Foodservices Team to better understand the needs of the **Pinellas County Court House** guests. Each committee member will feel a sense of ownership as they work in tandem with the on-site culinary staff in establishing, menus, promotions, recommending new products, surveys, correct deficiencies and give advice on guest satisfaction.

### ***Quarterly Surveys***

Our Demko Marketing Team will conduct quarterly guest surveys. These surveys play an important role in evaluating and improving customer satisfaction, needs and dislikes. All surveys reward our guests with a token of "thanks" for returning the surveys. It has been determined through experience that our guests are more likely to participate in the surveys when they perceive to be getting something in return.

### ***Frequent User Cards***

Pick a meal period and earn a FREE meal with the implementation of the *Incentive Card*. Whether its breakfast, or lunch or coffee it will facilitate and increase the frequency of guest participation plus endorse goodwill with our guests. Example: purchase ten (10) breakfast omelets and receive the 11<sup>th</sup> FREE.

### ***Declining Balance Cards (Loyalty & Frequent User Program)***

In addition to the many successful marketing techniques previously discussed and available to **Pinellas County Court House Cafe** guests a Declining Balance System will be marketed in an aggressive manner to reach the highest number of guests

- Guests will receive a **10% bonus** the first time they sign up for this plan. This means for every ten dollars put on their card; they will get an extra dollar at no cost to them.
- Demko will further encourage guest participation through give-a-ways. For example: Sign up for the Declining Balance Plan you receive a free 32oz Beverage cup.
- Demko will work closely with the Food Service Committee to further develop this Declining Balance Card Plan program.
- The Declining Balance System can function as a gift card AND points card.

- Corporate Incentives: Can also be accomplished through the Declining Balance System. Use this as employee incentives, sales promotions and other programs to reward employees.
- Once information is collected we can send direct e-mails to members regarding promotions, Value Meals and Special Function Reminders.
- Data Collection—In addition to the declining Balance System being a great inducer, it can also collect valuable information, detailing customer habits, buying trends, and spending preferences

### ***Lunch on Me***

The Demko "*Lunch On Me*" program is a unique and inexpensive means to show your appreciation for a job well done, a birthday, new employee orientation, or just to create a memorable moment. The "*Lunch on Me*" coupons are available for purchase through the Catering department and/or cashiers. The value of the coupon is \$6.00. The thought is worth its weight in gold.

### ***Brown Bagger Specials!***

This program is designed to target non-users. Tired of bringing your lunch to work? The "*\$10.00 a week is all you need to eat*" program will give a wonderful incentive to throw away the brown bag lunch and use the Cafe. Each day a \$2.00 lunch can be available in the Cafe. Examples include:

- |                               |         |
|-------------------------------|---------|
| ◇ Mini Sandwich & Chips       | \$2..00 |
| ◇ Mini Sandwich & Cup of Soup | \$2..00 |

### ***"Balloon Mania"***

Once a month we will randomly place balloons in elevator lobbies and through out the site on different floors. Each balloon will have a tag on it telling them that if the found this balloon they should return it to the Cafe to claim their prize. Prizes will vary from food give aways to tee shirts and many other items. This program creates mystery & excitement.

### ***"Beat the Clock"***

At random times we will place a timer at the register and when it goes off the next person in line gets lunch free! This program creates an element of surprise. You just never know what we're up to!

***"Happy Birthday"***

*"On the day that you were born the Cafe team got together and created a Birthday Brownie just for you!"* Just show us your drivers license on your birthday and we'll show you what we've baked up! It's our way of letting our guests know how special they are on their special day.

# Monthly Promotions

## Calendar Year

Our strong and aggressive Marketing Plan must have the critical element of excitement, creativeness & fun and it must, above all else, be beneficial to our guests. We believe that everyday should be an event at the Cafe, from Value Meals to Balloon Mania to our very successful Monthly Promotions. Each month we will hold a week long celebration in the Cafe that includes exciting and eclectic menu items, decorations, retail items, prizes & give aways and much more. Listed below is the proposed Calendar of events!

<b>January</b>	<b>July</b>
<b>Miami Spice</b>	Life's a Beach
<b>February</b>	<b>August</b>
Mardi Gras	Dog Days of Summer
<b>March</b>	<b>September</b>
March Madness	San Gennaro
<b>April</b>	<b>October</b>
Spring Fling	Fall Festival
<b>May</b>	<b>November</b>
Cinco de Mayo	Thanksgiving Pies
<b>June</b>	<b>December</b>
Old Fashion All American BBQ	Winter Wonderland Festival

# New Food Concepts & Ideas



Florida's Food

*We have developed some innovative New Food Concepts & Ideas just for the **Pinellas County Court House Cafe** based on your guest's expectations. We've built on some of the old favorites and added some new & exciting items to find just the right menu mix combination for you.*

The following plan is meant to be flexible and negotiable to the changes needs and expectations of your guests.

## *The Soup Crock*

This is our Signature Soup Station. We will be offering soup by the Bowl & by the Bread Bowl. Along with everyone's favorite crackers there will be lots of new accompaniments for your favorite soups such as Crusty Parmesan Bread Sticks, Zesty Garlic Toast Points and Crispy Herb Pita Triangles.

## *Boulevard Deli*

At this station we have added "Sandwich by the ounce" with a new selection of items. You can prepare a sandwich just the way you like, add as little or as much as you like, combine any of your favorite meats or condiments and select from any of our Deli Breads.

## *The Bistro*

It's not just pizza anymore! With our new proposed Conveyor Oven we will be serving up some new and exciting selections. At The Bistro, there will still be a specialty item everyday but now we've added personal Pizzas, piping hot Tuscany Casserole dishes and Bistro Signature Sandwiches. You'll have a hard time choosing from our warm & toasty selection.

### *Low Carb Creations*

For those who have begun counting carbsbohydrates you will now be able to prepare your own Low Carb Creations. The deli will now have a selection of delectable Lo Carb choices like The Wedge, Stuffed Tomato, Southwestern Chicken or The Scoop.

### *Mix & Match*

Our Mix & Match menu selection is sure to be a crowd pleaser. Guests can mix & match many items throughout the Cafe to make an affordable meal priced at \$3.50 each. How about a Cup of Soup and a Half Sandwich or a Bowl of Salad and a Cup of Soup? Maybe you'd like a half Pasta dish and a Small Salad...the possibilities are endless.

### *Desserts*

Go ahead...take a walk down Sweet Street. Almost everyone has a sweet tooth but not everyone can eat a gourmet slice of cheese cake everyday. At Sweet Street we believe you can if you have a "mini". Our tantalizing selection of mini dessert can't hurt you anymore...so go ahead...eat dessert!

# PROPOSED CONCEPT AND DESIGN

## SCOPE OF SERVICE

Imagine a Dining Service Operational Plan that puts the focus on the guests' needs and the service style which they receive - a novel concept it's not...rather, it is a concept which too often is minimized as to its importance on guest satisfaction. Each of our managed accounts features custom tailored concepts which best suit the individual needs of the client organization, as well as, the particular tastes of the customers; our most valued guests. By striving to satisfy our guests 100% of the time, we will increase our guest satisfaction and participation while increasing direct sales.

Our recommended design, programs, concepts and merchandising systems are predicated on the belief that the first year of operation will be significantly the most important year for our new client. Our program objective is not only to be selected to provide Dining Services for **PINELLAS COUNTY COURT HOUSE**, but to develop a multi-faceted Dining Service program that sets your venue apart from other similar locations. We are committed to the success and continuous improvement of your Dining Service operation.

Our approach in developing an operational plan for your facility focuses on the following objectives, as your partner and provider we will always:

- ◆ *Implement operational efficiencies, such as self-service and "grab and go" concepts.*
- ◆ *Add new menu concepts mirroring the commercial competition.*
- ◆ *Incorporate value-added promotions, instilling consistent guest loyalty and participation.*
- ◆ *Provide food product offerings through creative menu engineering and food merchandising.*

Our goal and personal guarantee for each and every member of our award winning team is to remain highly responsive, flexible and proactive in establishing and perpetuating a successful relationship between our organizations. In contributing toward a higher quality of life and augmenting the fine stature of **PINELLAS COUNTY COURT HOUSE**, we will implement strong, professional corporate support that is cognizant of our guest's needs. We will incorporate strong financial support, creative marketing and operating ideas in a timely execution ensuring both high quality and added value to the Dining Services patrons throughout the facility.

## APPROACH TO CONCEPT DEVELOPMENT

Our approach to delivering new and innovative concepts and design has led to a positive proven track record of acceptance and profitability. Our implementation of the "New Approach" is based on:

- Attracting and retaining guests, visitors and the non-user.
- Providing high quality products that appeal to our guests
- Maintain competitive pricing with exceptional value
- Delivering ethnic diversity to guests and visitors
- Improve overall appearance and accessibility to the Dining Service
- Create a flexible and friendly environment, expediting quick service
- Improve overall revenues

We will begin with the task of transforming the institutional cafeteria into **PINELLAS COUNTY COURT HOUSE CAFE**, creating a theme that expresses a bountiful luscious dining environment at its best with a warm and inviting area for guests to unite and socialize.

# Our Pre-Pay Program

Pays You

Join our Pre Pay Dining Program anytime.

Here's how it works....

- ◆ To pre pay your account and learn more about our Pre Pay Dining Program see our cashier at anytime (except during busy Breakfast & Lunch meal periods).
- ◆ Pre Payments are accepted in \$10.00 increments

That's it....

From then on simply come to the Café, make your selections and say "Charge It" to your account!

*Demko Food Service  
& Vending Management*

# There's something new at

Pinellas County  
Court House Cafe

Stop by the Cafe for a freshly  
brewed cup of [Starbucks® coffee or Tazo® tea].  
When you need a treat or just need a break.

We Proudly Brew  
STARBUCKS COFFEE



Starbucks®, [Tazo®] and the Starbucks logo are registered trademarks



*Demko Food Service*  
& Vending Management

AN OFFER FROM DEMKO FOOD SERVICE

BEVERAGE CARD

*Demko Food Service  
& Vending Management*

Enjoy a  
tasty reward

Buy 9 coffee drinks and get the 10<sup>th</sup> on us.  
Please present this card each time you buy a Starbucks® Coffee.  
After your ninth purchase, the tenth is complimentary.

Good only at The Pinellas County Court House Cafe

ON US

AN OFFER FROM DEMKO FOOD SERVICE

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& Vending Management*

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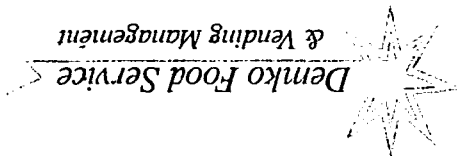
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Good only at The Pinellas County Court House Cafe

ON US

# HOW CAN WE SERVE YOU BETTER?



Please Evaluate the Cafe in the following areas by placing an X in the appropriate box. Note use black or dark blue ink.

How many times a week do you visit the cafe?  
 Breakfast ☐  
 Lunch ☐

If you do not presently use the Cafe where do you visit?

Why?

What would make you a guest in our Cafe?

How can we serve you better?

Please complete for tracking purpose only.

Are you ... ☐ Male ☐ Female

What is your age?

☐ Under 20 ☐ 40-49  
☐ 20-29 ☐ 50-59  
☐ 30-39 ☐ 60 or over

Thank you for taking the time to help us serve you better. Please return this completed survey to the designated point in your service area.

Excellent Poor

5	4	3	2	1
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5	4	3	2	1
5	4	3	2	1
5	4	3	2	1
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FOOD Overall Food Quality

Taste

Freshness

Eye Appeal

Variety

Value for Price

Healthy Options

SERVICE

Overall Service Quality

Courtesy

Appearance

Knowledgeable-Menu

Fast Service

SERVING AREA

Overall Serving Area

Cleanliness

Ease Of Service

Menu Information

Availability of Condiments

Convenient Hours

DINING ROOM

Overall Dining Room

Cleanliness

Availability of Seating

Atmosphere

THE FUTURE WOULD YOU LIKE TO SEE

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VE. L RATING OF FOOD SERVICE

5	4	3	2	1
5	4	3	2	1
5	4	3	2	1
5	4	3	2	1
5	4	3	2	1

Take Home Baked Goods

Take Home Meals

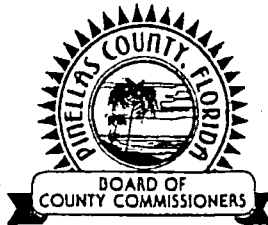
No. 36  
BCC 06-28-05  
3:01 P.M. Penhale/SMITKE/Fickley

#36 Ranking of firms to provide a food service operation for the courthouse location at 315 Court Street, Clearwater (Contract No. 045-409-P) as follows:

1. Demko Food Service and Vending Management
2. Corporate Services Group
3. The Certo Group LLC
4. Nature's Table Cafe
5. Gemelli's Catering, Inc.

Staff authorized to negotiate a contract with the number one ranked firm for board approval (Management and Budget).

Motion	-	Commissioner Seel
Second	-	Commissioner Welch
Vote	-	6 - 0



BOARD OF COUNTY COMMISSIONERS

BOARD APPROVED

6/28/05  
DATE

ITEM #

36

Consent Agenda ☐

Regular Agenda ☒

DATE: June 28, 2005  
AGENDA ITEM NO.

Public Hearing ☐

36

County Administrator's Signature:

*[Signature]*

**Subject:**

Approval of Ranking of Firms - Food Service Operation  
Contract No. 045-409-P (CLM)

**Department:**

Office of Management & Budget / Purchasing

**Staff Member Responsible:**

Jerry Herron / Joe Lauro

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE RANKING OF FIRMS AND AUTHORIZE STAFF TO NEGOTIATE WITH THE NUMBER ONE RANKED FIRM, DEMKO FOOD SERVICE & VENDING MANAGEMENT (DEMKO), FORT MYERS, FLORIDA.

**Summary Explanation/Background:**

On April 8, 2005, the Purchasing Department on behalf of the Office of Management & Budget let a Request for Proposal (RFP) for a Food Service Operation for the Court House location at 315 Court Street, Clearwater, Florida.

Proposals were received from five (5) firms. An evaluation committee consisting of staff members from the Office of Management & Budget, General Services/Lease Management, General Services/Facility Management, Culture, Education & Leisure and Purchasing acting as the facilitator, met on June 8, 2005 to evaluate and score the proposals.

The proposals were evaluated according to the following criteria:

Understanding of the Task	300 points
Proposed Revenue	250 points
Management Summary	300 points
Qualifications and Experience	150 points

The firms in order of ranking are as follows:

Demko	798.13 points
Corporate Services Group	673.13 points
The Certo Group LLC	620.00 points
Nature's Table Cafe	530.00 points
Gemelli's Catering Inc.	251.88 points

Demko has been in business in Florida since 1989. Their current customers in this region include PharMerica, Bausch & Lomb, Home Depot Regional Corp. Center and Lee County Government.

At the direction of the Board, staff will begin the negotiation process with the number one ranked firm, Demko. Negotiations will be centered on revenue to the County and specific responsibilities such as capital improvements and utilities for the site location.

**Fiscal Impact/Cost/Revenue Summary:**

Potential revenue and costs to the county will not be determined until after negotiations.

**Exhibits/Attachments Attached:**

1. Contract Review
2. Recommendation from Office of Management & Budget
3. Committee Member(s) Evaluation Score Sheets
4. Evaluation Criteria Tabulation Sheet
5. Conflict of Interest Statements