

RESOLUTION 05-01-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUNSET CELEBRATION BEVERAGE SERVICE AGREEMENT WITH BONNER MOBILE BAR SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter “Town”) is a municipality and corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town solicited proposals for the provision of beverage service for Sunset Celebration; and

WHEREAS, the Town complied with the requirements of its Code and Florida Statutes pertaining to the competitive bidding of products and commodities; and

WHEREAS, the Town staff recommends the award of the Agreement for Sunset Celebration Beverage Service to Bonner Mobile Bar Service.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby authorized and directs the Mayor to execute the Agreement for Sunset Celebration Beverage Service between the Town of Lake Park, Florida and Bonner Mobile Bar Service, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Thomas, who moved its adoption. The motion was seconded by Commissioner Hensley and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER MICHAEL HENSLEY	<u>/</u>	___
COMMISSIONER MARY BETH TAYLOR	<u>Not on Dias during vote</u>	
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution 05-01-25 duly passed and adopted this 15 day of January, 2025

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
ROGER D. MICHAUD
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)
SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY



**AGREEMENT FOR SUNSET CELEBRATION BEVERAGE SERVICE
BETWEEN THE TOWN OF LAKE PARK, FL
AND
BONNER MOBILE BAR SERVICE**

THIS AGREEMENT TO PROVIDE BEVERAGE SERVICES TO THE TOWN OF LAKE PARK ("Agreement") is made this 15 day of January, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town") and Bonner Mobile Bar Service ("Beverage Vendor"), 4400 Fairwinds Drive, Fort Pierce, FL 34946.

WITNESSETH THAT:

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town previously determined that there is a need for the provision of beverage service at the Town's monthly Sunset Celebration event; and

WHEREAS, the Town solicited via a Request for Proposal (No. 120-2024) from vendors to provide beverage service for the monthly Sunset Celebration events; and

WHEREAS, the Town received a proposal from the Beverage Vendor on to provide beverage service for its monthly Sunset Celebration events; and

WHEREAS, in its proposal, the Beverage Vendor represented that it is qualified, able and willing to satisfactorily provide the services solicited in the Town's Request for Proposals; and

WHEREAS, the Town determined that the Beverage Vendor's proposal was a responsible and responsive bidder and is qualified and able to provide the services solicited; and

WHEREAS, the Town and the Beverage Vendor proposes to enter into this Agreement, and the Town has budgeted funds in its current fiscal year budget, which are available for the funding of this Agreement;

NOW, THEREFORE, the Town and the Beverage Vendor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. RESPONSIBILITIES OF THE BEVERAGE VENDOR

- 1.1 The Beverage Vendor agrees to assume primary responsibility for beverage service at the Sunset Celebration events held on the last Friday of each month, including fiscal management coordinated with the Special Events Department and the Beverage Vendor's contracted employees.
- 1.2 The Beverage Vendor may arrive as early as 3:00 PM to set up.
- 1.3 The Beverage Vendor agrees to keep the roadway and sidewalk around the perimeter of the event sight clear at all times while loading/unloading.
- 1.4 The Beverage Vendor and staff will park his/her vehicle(s) in the designated Vendor Parking area.
- 1.5 The Beverage Vendor will have the bar service fully set up and open for business by 5:50 PM and remain open until the close of the event at 9:00 PM.
- 1.6 The Beverage Vendor shall be responsible for providing all equipment and supplies required to operate its space, including tables, chairs, tents, signage, presentation/display materials, extension cords, etc.
- 1.7 The Beverage Vendor agrees not to sell or display any items with obscene language and/or with any image that might be considered pornographic.
- 1.8 The Beverage Vendor assumes responsibility for having all applicable business tax certificates and any applicable licenses appropriated posted at its space during the event, and to collect any applicable sales tax for product sales.
- 1.9 The Beverage Vendor acknowledges to take full responsibility for its product and activities at the event and for those actions of any individuals assisting the Beverage Vendor.
- 1.10 The Beverage Vendor must provide an adequate amount of staff (age 21 and older).
- 1.11 The Beverage Vendor must provide varied beverage options to meet customer's need.
- 1.12 The Beverage Vendor and staff agree to refrain from smoking while handling beverages.
- 1.13 The Beverage Vendor agrees to keep all supplies and equipment within the assigned space.
- 1.14 The Beverage Vendor must clean space by removing all trash and personal items.
- 1.15 The Beverage Vendor must secure and maintain all licenses necessary to do business in Palm Beach County, Florida, the Town, and the state of Florida, and other operations

provided by the Beverage Vendor at Sunset Celebration. All licenses and permits are to be obtained at the Beverage Vendor's expense.

- 1.16 If for any unforeseen circumstances the Beverage Vendor must cancel its attendance at Sunset Celebration event, the vendor must notify the Town's Special Events Director no later than 12:00 PM on the day prior to the event. Notification of a cancellation is necessary in order for the event to be adjusted to accommodate the overall success of the event. The failure to notify the Town's Special Events Director shall be cause for termination of contract.

2. RESPONSIBILITIES OF TOWN STAFF

- 2.1 The Town staff shall provide space pre-designated based on Beverage Vendor requirements and work cooperatively with Beverage Vendor to facilitate successful Sunset Celebration events.
- 2.2 In the event it is necessary for the Town to cancel a scheduled event, the Town will contact the vendor by phone and/or email by 2:00 PM on the day of the event.

3. SUNSET CELEBRATION HOURS OF OPERATION:

- 3.1.1 Sunset Celebration (or any other event held in its place) will be held on the last Friday of every month, weather permitting, from 6:00 PM – 9:00 PM except during the months of November and December.
- 3.1.2 Sunset Celebration (or any other event held in its place) will be held at Kelsey Park (601 US Highway 1, Lake Park, Florida 33403).

4. TERM:

The initial term of this Agreement shall be for one year from the date of the execution of the Agreement by the parties. The Town shall have the option to extend the Agreement for one additional year term. If the Town elects to extend the term, it shall provide the Beverage Vendor 60 day's prior written notice of its intention to do so.

5. INDEMNIFICATION, INSURANCE AND LICENSE REQUIREMENTS:

- 5.1 The Beverage Vendor shall indemnify, defend and hold harmless the Town and its elected and appointed officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Beverage Vendor to comply with any of the requirements specified within the contract, or the failure of the Beverage Vendor to conform to statutes, ordinances, or other regulations

or requirements of any Beverage Vendor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Beverage Vendor, or any of its contractual staff, if applicable and as provided above, for which the Beverage Vendor's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.

5.2 Insurance: Prior to execution of the Agreement by the Town, the Beverage Vendor shall obtain insurance, which is acceptable to the Town with the following coverage and minimum limits of liability:

a. **WORKERS' COMPENSATION INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY limits are required to be not less than \$1,000,000.00 EACH ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.

b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.

c. **LIQUOR LEGAL LIABILITY** insurance with the minimum limits of \$1 million.

5.3 Prior to the execution of the Agreement by the Town, the Beverage Vendor shall obtain a Palm Beach County and Town BUSINESS TAX RECEIPTS.

6. MANAGEMENT COMPENSATION

The Beverage Vendor's direct earned revenue from the beverage service at Sunset Celebration is limited to direct sales of beverages.

7. LICENSE FEE AND REIMBURSEMENT FEE

The Beverage Vendor shall pay the Town an annual license fee of \$600.00 at the time of the contract signing.

The Beverage Vendor shall pay the Town 10 percent of gross sales from each Sunset Celebration. The reimbursement fee shall be paid to the Town within 10 days following each event.

8. TERMINATION

Either party may terminate the Agreement for convenience at any time by providing the other with 60 days advance written notice of its intention to do so.

9. NOTICES

All notices between the parties shall be in writing and be mailed by certified mail, return receipt requested or by hand delivered to the parties at the following addresses:

TO THE TOWN:
Town of Lake Park
Attention: Town Manager
535 Park Avenue
Lake Park, Florida 33403

TO BEVERAGE VENDOR:
Bonner Mobile Bar Service
4400 Fairwinds Drive
Fort Pierce, FL 34946

10. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

11. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

12. ASSIGNMENT

The Beverage Vendor shall not assign this Agreement without the express written consent of the Town.

13. SEVERABILITY

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

14. WAIVER

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be constructed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

15. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreement and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and the Beverage Vendor.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below

ATTEST:

By: Vivian Mendez
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK
SEAL
FLORIDA

TOWN OF LAKE PARK
By: Roger Michaud
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: Thomas J. Baird
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 15 day of January 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.



Vivian Mendez
Notary Public, State of Florida

WITNESSES:

By: Ruth C. Duke
Rionite Franks
Printed Name

By: Sara Notgarnie
Sara Notgarnie
Printed Name

BONNER MOBILE BAR SERVICE

By: Suzanne Gardner
Suzanne Gardner
Printed Name
Manager
Title