

**SECOND AMENDMENT TO FOOD AND BEVERAGE SERVICES AGREEMENT
BETWEEN CITY OF LAKE WORTH AND E.R. BRADLEYS TRIPLE CROWN CLUB
L.W., LLC, D/B/A E.R. BRADLEY'S LAGOON SALOON**

THIS SECOND AMENDMENT ("Amendment") is made this _____ day of _____, 2026, between the City of Lake Worth Beach, Florida, a municipal corporation (the "CITY"), and E.R. Bradley's Triple Crown Club L.W., LLC, d/b/a E.R. Bradley's Lagoon Saloon, a Florida corporation (the "TENANT").

RECITALS

WHEREAS, on October 2, 2013, the CITY and TENANT entered into a Food and Beverage Services Agreement for the lease of certain space located at the Lake Worth Municipal Golf Course and to engage the TENANT to operate a full scale restaurant at the Municipal Golf Course Lagoon Bar & Grill restaurant and banquet space and food and beverage services at the golf course concession (the "Services Agreement"); and,

WHEREAS, the CITY and TENANT entered into the First Amendment to the Services Agreement on August 23, 2016 ("First Amendment"); and,

WHEREAS, when the Services Agreement is referenced hereinafter, it shall be defined to include the First Amendment; and

WHEREAS, the CITY and TENANT desire to amend the Services Agreement to address changes to the terms and conditions of the Agreement; and,

WHEREAS, the CITY finds amending the Services Agreement as set forth herein serves a valid public purpose.

NOW THEREFORE, the CITY and TENANT, in consideration of the mutual promises herein contained and contained in the Services Agreement, the sufficiency of which is hereby acknowledged by both parties, agree to amend the Services Agreement as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.

2. **Term.** Section 2 ("Term") of the Services Agreement is hereby deleted and replaced with the following:

2. **Term.** The term of this Services Agreement shall extend through April 30, 2027 ("Term"). The CITY, however, may terminate the Agreement in accordance with Section 11 of the Services Agreement.

3. **Fee.** Section 7.1 ("Fee") of the Agreement is hereby deleted and replaced with the following:

7.1 **Fee.** For use of the CITY's facilities and other services to be provided under this Services Agreement, the TENANT will pay rent to the CITY in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (in U.S. currency) per month

("Base Rent") commencing on August 1, 2026 ("Rent Commencement Date"). In addition, beginning on the Rent Commencement Date, the CITY will bill, and the TENANT will pay the City for the TENANT's electricity, water (including sewer), solid waste collection, and VOIP phone. The CITY will clean and maintain the restrooms, hallways, and the common entranceway (common area maintenance CAM). The TENANT shall pay CAM as additional rent. The CAM for the period beginning August 1, 2026, is \$7.01 per square foot multiplied by 1,326 square feet. All additional rent will be billed directly by the CITY to the TENANT.

Base Rent shall be payable in monthly installments, in advance, beginning on the Rent Commencement Date, and continuing on the first day of every calendar month thereafter during the Lease Term. The term "Rent" when used in this Service Agreement shall include Base Rent and all forms of additional rent. All Rent shall be paid to CITY without demand, setoff, or deduction whatsoever, except as specifically provided in this Service Agreement, at CITY's Notice Address, or at such other place as the CITY shall designate in writing to the TENANT. TENANT's obligations to pay Rent are covenants independent of the CITY's obligations under this Services Agreement.

In addition, TENANT shall pay monthly to CITY any sales, use, or other tax (excluding state and federal income tax), including property taxes as set forth more fully in Section 37, now or hereafter imposed on any Rent due under this Services Agreement.

Unless otherwise expressly provided, all monetary obligations of TENANT to CITY under this Services Agreement, of any nature, other than Base Rent, shall be denominated as additional rent. Except as otherwise provided, all payments for such additional rent are due within thirty (30) days after receipt of an approved invoice from the CITY.

4. **Termination of Agreement.** Section 11.2 of the Services Agreement ("Termination") is hereby deleted and replaced with the following:

11. **Termination of Agreement.** If the City Manager or designee deems that the TENANT is in default of any material term of this Services Agreement, including without limitation, for failure to supply an adequate working force or services; failure of any TENANT improvement to comply with all applicable codes, federal, state and local laws and codes, permits, licenses, inspections, rules and regulations; failure to pay Rent or any additional rent or costs; failure to satisfactorily perform the services specified in this Services Agreement; or, failure to maintain all required licenses and/or insurance, the City Manager or designee may give written notice to the TENANT specifying the default(s) to be remedied within a reasonable amount of time as determined by the City Manager or designee. If the TENANT does not timely remedy the default(s) to the reasonable satisfaction of the City manager or designee, the CITY may: (A) remedy the default and charge the TENANT all reasonable costs and expenses associated with such remedy, including but not limited to, the CITY's reasonable attorneys' fees related to or arising from such remedy and/or the CITY may withhold any money due or which may become due to the TENANT under this Services Agreement; and/or (B) the CITY may elect to terminate the Services Agreement.

5. **Contract Separation.** Section 13.2 is hereby amended as follows:

13.2 The CITY has an obligation to arrange for the provision of concession and mobile concession services as specified under this agreement to patrons on a consistent basis. As such, TENANT shall understand the CITY may request TENANT to be cooperative in transitioning the newly awarded tenant to take over operations; under any new RFP process in the future. Upon notice from the CITY that a successor tenant has been selected, or upon the expiration or notice of termination of this Services Agreement for any reason, TENANT shall fully cooperate with the CITY and any successor tenant to ensure an orderly and efficient transition of food and beverage services at the Premises. Such cooperation shall include without limitation: providing reasonable access to the Premises, equipment, and facilities necessary for transition planning and implementation; sharing operational information reasonably necessary for continuity of services, including menus, suppliers lists (to the extent permitted by law), inventory practices, and service protocols; coordinating the transfer or disposition of inventory, supplies, and City-owned equipment; assisting in the transition of utilities, licenses, permits, and inspections, as applicable; making knowledgeable personnel available for meetings, walkthroughs, and consultations; and avoiding any action that would disrupt or delay the transition. The CITY shall not be required to pay additional compensation for transaction assistance unless expressly agreed to in writing; provided, however, that TENANT shall be compensated for any specifically requested services outside the scope of this Services Agreement if authorized in advance by the CITY. The obligations set forth in this section shall survive the expiration or termination of this Services Agreement for a period of forty-five (45) days, or until the transition is complete, whichever occurs first. Notwithstanding the foregoing, under no circumstances will the TENANT be required to disclose any trade secrets or other confidential or proprietary information that is protected from disclosure under applicable law.

6. **State Alcohol Licensing.** Section 33 is hereby amended as follows:

33. **STATE ALCOHOL LICENSING.**

33.1 **Licenses.** The CITY will have and transfer to TENANT the State of Florida alcoholic beverage sales license and seating license, with the understanding that TENANT shall, throughout the term of ~~any future~~ this Services Agreement, maintain the said licenses, and transfer said licenses back to the CITY upon the expiration or earlier termination of the Services Agreement~~lease agreement~~. The CITY has the following liquor/seating licenses: On Premise Only #BEV6016735 ~~#Bev 6013294~~, Business License Sea-SEA6013401 – Seating capacity 150 (collectively, “Licenses”). Copies attached as Exhibit VII.

33.2 **Termination of License Rights.** Upon expiration or earlier termination of this Services Agreement, TENANT shall immediately cease all operations requiring the Licenses and shall have no further right, title, or interest in or to the use of the Licenses.

33.3 **Mandatory Cooperation and Withdrawal.** On or before the day of the expiration or termination of the Services Agreement (or such earlier date as the

CITY may reasonably require to facilitate the transition to a successor tenant), TENANT shall, at its sole cost and expense:

(i) Complete, execute, and deliver all applications, forms, consents, affidavits, and other documents and take all actions required by the Department of Business and Professional Regulation (“DBPR”) and any other entity with jurisdiction to withdraw, remove, or terminate TENANT’s interest in the licenses;

(ii) File or cooperate in the filing of any amendment, transfer, or other application necessary for (A) CITY to remain as sole licensee, if permissible and requested by the CITY, or (B) the issuance or reissuance of the Licenses to a successor tenant designated by the CITY; and

(iii) Take no action, and refrain from any omission, that would delay, impair, or adversely affect the CITY’s ability or the ability of any successor tenant to obtain or maintain the Licenses for the Premises.

33.4 **Survival.** TENANT’s obligations under this section shall survive the expiration or termination of this Services Agreement until fully performed.

33.5 **Remedies.** TENANT’s failure to comply with this section shall constitute a material breach. In addition to all other remedies available at law or in equity, CITY shall be entitled to:

(i) Injunctive relief and specific performance;

(ii) Recovery of all damages, including consequential damages associated with interruption of food and beverage operations;

(iii) Withholding of any amounts otherwise due to TENANT to the extent permitted by law; and

(iv) Recovery of reasonable attorneys’ fees and costs incurred in enforcing this section.

33.6 **Further Assurances.** TENANT shall execute such further documents and take such additional actions as may be reasonably requested by CITY or required by the DBPR or other governmental entity with jurisdiction to effectuate the purposes of this section.

7. **Scope of Services.** Exhibit A to the Services Agreement is hereby amended as follows:

A. **Utilities.** The existing provision entitled “UTILITIES” is hereby amended as follows:

UTILITIES

Upon the CITY’s execution of this ~~First~~ Second Amendment, the ~~CITY~~ TENANT shall be solely responsible for ~~only~~ the following utility costs associated with the TENANT’s operations at the Premises: telephone, electricity, water, ~~and~~ sewer, and solid waste collection services.

B. **Improvements.** The existing provision entitled “IMPROVEMENTS” is hereby deleted and replaced with the following:

IMPROVEMENTS

The TENANT shall not make, or permit to be made, any alteration, addition, modification or improvement (collectively, "Improvements") to the Premises without the prior written consent of the CITY, which consent in each instance, may be withheld, granted, or granted subject to conditions as determined by the CITY, in its sole discretion. As mentioned above, the installation of furnishings, televisions, accessories, equipment, or decorations and the repainting or recarpeting of the Premises shall not constitute "Improvements". Any Improvements, furnishings, fixtures, equipment, etc. made or installed by the Tenant that are permanently attached (collectively, "Attachments") become the property of the CITY at the termination of this Services Agreement, or the CITY, in its sole discretion, may require TENANT to remove such Attachments and restore the Premises to its original condition, normal wear and tear excepted, at the TENANT's sole cost.

The cost of any Improvements to the Premises shall be borne solely by the TENANT, and all Improvements shall be constructed in compliance with all applicable state and local laws, ordinances, and codes, permits, rules, and regulations and any reasonable requirements imposed by the CITY, including without limitation, the requirements of any insurer providing coverage for the Premises or any part thereof and in accordance with the plans and specifications approved in writing by the CITY. Further, said Improvements shall be constructed and installed by a properly licensed and insured contractor approved in writing by the CITY. In connection with any Improvement, the TENANT shall deliver all plans and specifications to the CITY through its building permit process. At the request of the CITY, the TENANT shall maintain during construction, at the TENANT's sole cost, builders' risk insurance covering all improvements under construction and any other insurance in amounts and against such risks as the City shall reasonably require in connection with the Improvements. The TENANT shall not attach or place any item, such as antennae, speakers, awnings, lights, heaters or any other items on the exterior of the Premises.

8. **Miscellaneous.** A new Section 44 is added to the Services Agreement as follows:

44. **Miscellaneous.**

44.1 **Sovereign Immunity.** Nothing contained in this provision or elsewhere in the Services Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time. The limitations and provisions set forth in Section 768.28 are deemed to apply to this Services Agreement to claims or actions arising in tort and/or contract.

44.2 **Palm Beach County IG; Public Entity Crimes.** In accordance with Palm Beach County ordinance number 2011-009, this Services Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. TENANT should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Services Agreement, TENANT certifies that it and its affiliates who will perform hereunder have not been placed on the

convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

44.3 Survival. Any provision of this Services Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Services Agreement shall survive its expiration or earlier termination.

44.4 Remedies; Waiver of Jury Trial. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE SERVICES AGREEMENT.

44.5 Scrutinized Companies; E-Verify; and Coercion for Labor and Services.

(i) **Scrutinized Companies.** As provided in section 287.135, Florida Statutes, by entering into this Services Agreement, the TENANT certifies that TENANT and its affiliates, suppliers, subcontractors and consultants that will perform hereunder have not been placed on the Scrutinized Companies that Boycott Israel List and are not on participating in a boycott of Israel. Should this Services Agreement be for goods and services in the amount of \$1 million or more, TENANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and it does not have business operations in Cuba or Syria. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Services Agreement at its sole option if the TENANT is found to have submitted a false certification; or if the TENANT is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or has business operations in Cuba or Syria during the term of this Services Agreement. The TENANT shall promptly notify the CITY of any change in this certification.

(ii) **E-Verify.** The TENANT shall comply with section 448.095, Florida Statutes, and pursuant to section 448.095(5), Florida Statutes, the TENANT shall: register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding hereunder) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees.

(iii) **Coercion of Labor and Services.** The TENANT, by signing this Services Agreement, as set forth below, attests, under penalty of perjury, that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

9. **Agreement Unchanged.** Except as specifically amended herein, all other provisions of the Services Agreement, as previously amended, shall remain in full force and effect.

10. **Controlling Documents; Entire Agreement; Counterparts.** To the extent there exists a conflict between this Amendment and the Services Agreement, as previously amended, the terms and conditions of this Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents. The parties agree that the Services Agreement, First Amendment and this Second Amendment represent the entire agreement between the parties and supersede all other negotiations, representations, or agreements, either written or verbal. Each party may sign one copy of this Amendment and together, whether by signed original or facsimiled, or emailed copy, the signed copies shall constitute one, fully executed original Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

**TENANT: TRIPLE CROWN CLUB L.W., LLC, d/b/a/
E.R. BRADLEY'S LAGOON SALOON**

By: _____
Mitch Reale
Authorized Representative

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of [☐] physical presence or [☐] online notarization, this _____ day of _____, 2026, by _____, as the _____ (title) of _____, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath, under penalty of perjury, that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the Tenant to the same.

[Notary Stamp]

Notary Public
Print name: _____
My commission expires: _____