

RESOLUTION NO. 2023-050

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CIOLI GROUP, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR THE SOUTHWEST RANCHES COMMUNITY FARMER'S MARKET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Cioli Group, LLC ("Licensee") has scheduled a Community Farmers Market ("Event") for May 6, 2023 through April 25, 2026, on Town public property, located at 16290 Griffin Road Southwest Ranches FL 33331, as described in "Exhibit A", hereinafter referred to as "Event Site", for the purpose of providing a Community Farmer's Market; and

WHEREAS, Licensee desires to utilize the Event Site in order to support set up, take down, and parking for vendors and attendees to the Event; and

WHEREAS, this Agreement sets forth the Parties' understanding and agreement for the use of public property owned by the Town of Southwest Ranches during the period of time prior, during, and after the Event, to wit, May 6, 2023 through April 25, 2026.

WHEREAS, The Cioli Group, LLC, and the Town desire to enter into a Use Agreement for the Southwest Ranches Community Farmer's Market under the terms and conditions set forth hereinafter;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Use Agreement with The Cioli Group, LLC, in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 25th day of May, 2023, on a motion by Council Member Jablonski and seconded by Council Member Hartmann.

Breitkreuz	<u>Yes</u>	Ayes	<u>4</u>
Allbritton	<u>Yes</u>	Nays	<u>0</u>
Hartmann	<u>Yes</u>	Absent	<u>1</u>
Jablonski	<u>Yes</u>	Abstaining	
Kuczenski	<u>Absent</u>		



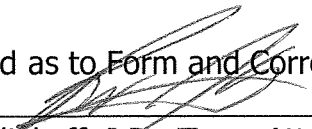
Steve Breitkreuz, Mayor

ATTEST:



Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney
1001.2328.01

USE AGREEMENT

Southwest Ranches Community Farmers Market

TERM: May 6, 2023 through April 25, 2026

THIS AGREEMENT (“Agreement”) is made by and between the **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330, (“Town”), and **THE CIOLI GROUP LLC**, a Florida Corporation, organized and existing under the laws of the State of Florida, with a business address of 15804 SW 16 street, Davie, Florida, 33326, (“Licensee”). The Town and Licensee may be referred to individually herein as a “Party,” and may be collectively referenced as the “Parties.” This Agreement is effective for the dates indicated below.

WHEREAS, Licensee has scheduled a Community Farmers Market (“Event”) for May 6, 2023 through April 25, 2026, on Town public property, located at 16290 Griffin Road Southwest Ranches FL 33331, as described in “Exhibit A”, hereinafter referred to as “Event Site”, for the purpose of providing a Community Farmer’s Market; and

WHEREAS, Licensee desires to utilize the Event Site in order to support set up, take down, and parking for vendors and attendees to the Event; and

WHEREAS, this Agreement sets forth the Parties’ understanding and agreement for the use of public property owned by the Town of Southwest Ranches during the period of time prior, during, and after the Event, to wit, May 6, 2023 through April 25, 2026.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows with respect to the Event.

1. Use of Event Site and the Event.

Licensee may use and occupy the Event Site to provide a Community Farmer’s Market on each Saturday of the month, during the agreed upon Term, with “Season” and “Summer” hours, depending on the time of year, as defined below. Licensee agrees to provide its own equipment.

Town and Licensee agree to perform the services as described in “**Exhibit B**”, attached hereto, and incorporated herein and made a specific part hereof.

Licensee's use of the Event Site shall be limited to the sale of products that the Town deems appropriate for a Community Farmer's Market. All products offered for sale at the Event Site shall be of high quality and with prices to be clearly visible to the public. Any and all prepared foods must be properly labeled in accordance with government regulations. Licensee agrees not to sell any product that Town believes is non-conforming.

The Parties agree that this Agreement shall grant a revocable non-exclusive license to Licensee where, upon reasonable notice to the Licensee, the Town may use the Event Site for a class or function, thereby limiting Licensee's use of the Event Site and possibly rendering the Event Site unavailable to the Licensee. Licensee will notify the Town prior to its scheduled use of the Event Site when the Event Site will not be used or occupied by Licensee. All activities at the Event Site must be supervised at all times by a representative of the Licensee.

Town, at its sole discretion, may prohibit the use of Event Site during any of the times Licensee is scheduled to occupy the Event Site in the event of inclement weather or due to other circumstances which may arise that are beyond Parties' control.

2. Event Site Management Requirements.

- (A) Season Hours: Market hours during the Season will be 10:00 am to 3:00 pm. Season is defined as the period from Fall to Spring each year.
- (B) Summer Hours: Market hours during the Summer will be 8:30 am to 1:00 pm. Summer is defined as the period from mid-May through mid-September each year.
- (C) Parking Plan. Licensee shall adhere to the established Parking Plan for the Event that: includes a schedule of activities and adequate parking attendants that meets the needs of and demands upon the Event Site; Such Parking Plan shall also include adequate number of handicapped spaces, an illustration of proposed routing of traffic in the area of the Event Site and illustrate the primary pedestrian routes, including ADA accessible routes to and from the Event Site.
- (D) Dust and Trash. Licensee shall take all steps necessary to control and manage dust and limit and manage trash, litter, and debris on the Event Site caused by persons using, visiting, or occupying the Event Site during the term of the Event.
- (E) Sanitation. Town shall provide portable toilets or other restroom facilities and a trash dumpster on the Event Site.

- (F) Trash Disposal Licensee or its contractor shall remove all waste material generated by the Event attendees in toilets and waste receptacles and deposit such materials in the trash dumpster provided by the Town.
- (G) Concessions. All food sales at the Event Site shall be in accordance with the applicable State of Florida requirements and guidelines.
- (H) Alcohol. Open consumption and sale of alcohol shall be prohibited.
- (I) Insurance. Licensee shall maintain an insurance policy in an amount no less than 1 million dollars, naming the Town of Southwest Ranches as an additional insured.
- (J) Restoration of Event Site. Licensee shall clean, remove structures and restore the Event Site to a condition substantially identical to that existing on non-market days unless otherwise provided by this Agreement. Such cleaning, and restoration shall be deemed complete only where Licensee has obtained the verbal or written confirmation of the Director of Parks and Recreation following the Director's or Director's designee's inspection that the Event Site has been cleaned and restored as required by this Agreement. If the Town cleans, repairs and/or restores all or any part of the Event Site as a result of Licensee's failure to do so as required by this Agreement, the Town shall submit its invoice of charges incurred to Licensee and Licensee shall pay all such charges in full within five (5) days of receipt of the invoice or seven (7) days of mailing, whichever is less. Failure to pay such charges shall permit the Town to refuse to approve future use of Town property or seek or institute any other remedy provided by law.

3. Transportation and Traffic.

- (A) Parking Management at Event Site. Licensee shall manage all access, ingress, and egress of vehicles at the Event Site and shall, in particular, manage traffic so as not to interfere with reasonable access to public roads.
- (B) Parking Supervision. Licensee shall provide sufficient personnel to supervise all parking at the Event Site.

4. Indemnification and Insurance.

- (A) To the extent permitted by law, Licensee shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Licensee, its agents, servants or employees in the use of

the Premises, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the uses or operations permitted under this Agreement. Nothing in this section is intended to alter or waive the Town's entitlement to statutory or common law sovereign immunity, or to extend the Town's liability beyond the limits established in Section 768.28, *Florida Statutes*, as amended. Moreover, nothing herein shall be construed as Town's agreement to be sued by third parties.

- (B) In addition, Licensee shall insure that any participants, who participate in any of the Programs sponsored by Licensee pursuant to this Agreement, shall execute any necessary disclaimers, releases, or other documents that shall release the Town from any liability associated with the programs described herein.
- (C) Licensee shall procure and maintain a general liability insurance policy or policies in an amount and form acceptable to the Town Administrator, sufficient to insure itself, and in addition the Town and its officers, agents and employees against all liabilities, claims, demands, actions or other obligations assumed by Licensee pursuant to this Agreement. The minimum limits of such insurance policies or policies shall be \$1,000,000.00 combined single limit and the general liability insurance policy shall expressly provide that it is primary insurance and that its coverage will apply prior to utilization of Town of Southwest Ranches' general liability coverage.
- (D) On or before commencement of this Agreement, Licensee shall furnish the Town certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement.
- (E) Licensee shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this section by reason of its failure to procure or maintain insurance or by reason of its failure to procure to maintain insurance in sufficient amounts, duration or types.

5. **Compensation.**

Licensee agrees to pay the Town a total sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per market day, payable on the 10th day of the following month for the use of the Event Site. No security deposit is required.

6. **Term and Renewal.**

The term of this agreement shall be for an initial period of three years from May 6, 2023 through April 25, 2026. Upon expiration of the initial term, the parties may choose to terminate this agreement, or renew the agreement by written amendment signed by the parties hereto for an additional two year term, commencing on May 2, 2026 through April 29, 2028, upon the same terms and conditions as the original Agreement, with compensation per market day to increase to ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) per market day, payable on the same terms and conditions as the original Agreement.

7. **Termination for Convenience.**

This Agreement may be terminated for Convenience by Town upon Town providing Licensee with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Events not yet held, and no other compensation or damages shall be paid to or recovered by Licensee in any legal proceeding against Town. Upon being notified of Town's election to terminate, Licensee shall immediately cease any use of the Event Site. Licensee acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by Licensee, is given as specific consideration to Licensee for Town's right to terminate this Agreement for Convenience.

8. **Assignment.**

Licensee shall have no authority to assign any portion of the Event Site licensed under this Agreement. Should Licensee attempt to assign this license, then the license shall be immediately terminated forthwith without prior notice to Licensee.

9. **Damage to Premises.**

Licensee agrees that all personal property, inventory, or stock placed on the Event Site shall remain the property of Licensee and shall be placed on the Event Site at the risk of Licensee. Licensee shall give the Town immediate written notice of any occurrence, loss, incident, or accident occurring on the Event Site. All property of Licensee shall be removed from the premises between

each day the premises are occupied by the Licensee and Licensee shall not keep or store any property on the premises. Following each day Licensee uses or occupies the premises they shall return the premises to Town in the same condition in which it was provided, normal wear and tear excepted. Licensee shall be responsible for any and all damage to the Event Site which occurs during Licensee's use thereof.

10. Inspections.

Town, its agents, or authorized employees may enter upon the Event Site at all reasonable times and hours, to examine same to determine if Licensee is properly using and maintaining the Event Site according to this Agreement.

Additional Requirements.

- (A) Except as otherwise provided for herein, the Town Administrator shall be the sole representative of the Town responsible for administering the provisions of this Agreement.
- (B) Licensee shall abide by the Town Administrator's directions and requirements which are not inconsistent with this Agreement, and which are necessary to protect the health, safety, and welfare of the residents of the Town.
- (C) Licensee understands and agrees that it and the conduct and use of the Event Site shall be subject to all applicable laws of the state of Florida and the Town of Southwest Ranches.
- (D) Licensee shall pay the reasonable cost of repair for all damages to the Event Site caused by Licensee's actions or omissions in connection with the conduct and use of the Event Site, including but not limited to damages to signs, fencing, public lighting and other similar amenities, and landscaping.
- (E) This Agreement shall not prohibit or prevent visitation or entry by any Town employee or agent for the purpose of inspection, visitation, or other activity not inconsistent with this Agreement.
- (F) This Agreement shall bind the parties and extend to their respective representatives.
- (G) All documents that Licensee is required to submit to the Town Administrator pursuant to this Agreement shall be either delivered electronically, mailed

or hand-delivered to Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.

- (H) This Agreement represents the entire agreement between the Licensee and the Town as related to the Licensee's use of the Event Site described herein and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendment to this Agreement shall be in writing and executed by both the Town and Licensee.

Remainder of page left blank intentionally. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED THIS 25th DAY OF May, 2023.

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Andrew Berns, Town Administrator

ATTEST:

[Signature]
Town Clerk

I HEREBY CERTIFY that I have approved
This agreement as to form and legal
Sufficiency subject to execution by the parties:

[Signature]
KEITH M. POLIAKOFF, TOWN ATTORNEY
1001.2327.01

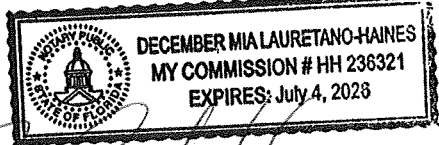
THE CIOLI GROUP, LLC

By: [Signature]
Antonio Saliccioli, Owner

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of August, 2023, by Antonio Saliccioli, Owner of The Cioli Group, LLC.

Witness my hand and official seal.
My Commission Expires: 7/4/2028



[Signature]
Notary Public

EXHIBIT "A"



EXHIBIT "B"

Licensee Responsibilities:

1. Licensee will supervise operations of the Community Farmer's Market to include but not limited to:
 - a. Ensure each vendor provides clean and safe tables and baskets or stands to display products.
 - b. Enforce Community Farmers Market hours and ensure that vendors are set up by 9:30 am and stay until 3:00 pm each Saturday during Season Hours and set up by 8:30 am and stay until 1:00 pm each Saturday during Summer Hours
 - c. Ensure cleanup and sanitation of site and must leave the premises within one (1) hour of market closing, leaving behind no trash, litter, or debris.
2. Licensee will provide the Town with copies of vendor applications and corresponding documentation, including but not limited to applicable licenses, certificates of insurance, and any other requisite documentation.
3. Licensee will serve as liaison for vendors to the Town of Southwest Ranches.
4. Licensee will be responsible for submitting all advertisements, flyers, banners, and promotional materials to the Town for prior approval.
5. Licensee will permit vendors selling organic and locally grown or produced products from the South Florida region to include vegetables, fruits, flowers, baked goods, herbs, honey, poultry and livestock products and agriculturally based crafts.

Town of Southwest Ranches Responsibilities

1. Town will provide access to the Premises from 7:30am – 4:00pm on Saturday, May 6, 2023 through April 25, 2026.
2. Town will assist Licensee in the promotion of the Community Farmer's Market by providing the following:
 - a. (1) article and/or listing in the Southwest Ranches newsletter
 - b. (1) banner space for promotion at Premises
 - c. (1) listing on the Town's Website
3. Town will provide access to accessible, portable or other restrooms with handwashing facilities for customers and vendors.
4. Town will provide access to dumpster for the disposal of trash and debris for vendors.
5. Town will provide a lockable gate to control access to the premises.
6. Town will provide traffic cones for organization of vehicular access and parking on the site.