

**AGREEMENT FOR RENEWAL AND AMENDMENT
OF CONCESSION SERVICES**

CLERK TRACKING NO. 2021-00112
17-036 LOWERMILK PARK CONCESSION

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF CONTRACTOR'S AGREEMENT (hereinafter "this Renewal") is made and entered into effective the 2nd day of August, 2021 by and between the **City of Naples** (the "CITY") located at 735 8th Street South 34102 and **Rita's Italian Ice of Naples, Inc.**, a Florida Corporation authorized to do business in Florida, located at: 2045 9th Street North, Naples Plaza; Naples, Florida 34102 (the "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY, is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the CITY; and

WHEREAS, the CITY and CONTRACTOR entered into an Contractor's Agreement dated October 18, 2017 (Clerk Tracking No. 2017-00137) (hereinafter the "Agreement"); and

WHEREAS, the CONTRACTOR has provided services under the Agreement, in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing October 1, 2017, and provided for two (2) additional one (1) year renewal terms, upon written agreement by the parties, and the parties would like to renew the Agreement for an eight (8) month term (a part of Year-5); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment Agreement.
2. **Renewal.** The Agreement is hereby renewed for an additional eight (8) month term, through May 31, 2022.
3. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the Agreement dated October 18, 2017, remain in full force and effect.
4. **E-Verify.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes. The **E-Verify Affidavit** attached is incorporated into this Renewal by reference.

5. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
6. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
7. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

This Renewal may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Renewal to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST
ON THE _____ DAY OF _____
By: *Patricia L. Rambosk*
Patricia L. Rambosk, City Clerk

CITY:
CITY OF NAPLES, FLORIDA
By: *Dana Souza*
Dana A. Souza, Interim City Manager

Approved as to form and legal sufficiency:
By: *July 6 Bristow, Esq.*
City Attorney

(CORPORATE SEAL)

Connie S Bristow
Witness (Signature)
Printed Name: Connie S. BRISTOW

CONTRACTOR:
RITA'S ITALIAN ICE OF NAPLES, INC.
2045 9th Street North; Naples Plaza
Naples, Florida 34102
Attention: **Jason L. Gibson**, President
By: *Jason Gibson*
(Signature)
Printed Name: Jason Gibson
Title: Pres.
FEI/EIN Number: (FL) 27-1407791

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/ bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to sign this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and the Issued Task Order Amendment as non-acceptable to the CITY.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Rita's Italian Ice of Naples, Inc.
Print Name Jason Gibson Title pres.
Signature [Signature] Date 8/2/21
State of Florida
County of Collier

The foregoing instrument was signed and acknowledged before me this 2ND day of August, 2021, by JASON GIBSON who has produced FLDL as identification.
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature
Connie S. Bristow
Printed Name of Notary Public
Notary Public State of Florida
Connie S Bristow
My Commission GG 196187
Expires 06/16/2022
Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.