

**NOVATION OF CONTRACT NO. 20260189
BETWEEN CHARLOTTE COUNTY
AND
FORTY-ONE CATERING LLC d/b/a MATTISON'S 41
AND
MATTISON'S 41 LLC d/b/a MATTISON'S 41**

THIS NOVATION ("Novation" or "Instrument") is by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), FORTY-ONE CATERING LLC d/b/a MATTISON'S 41 (hereinafter "Forty-One"); and MATTISON'S 41 LLC d/b/a MATTISON'S 41 (hereinafter "Mattison's") (collectively, the "Parties").

RECITALS

WHEREAS, on or about April 3, 2026, Forty-One entered into Contract No. 20260189 ("Contract") with the County for emergency food catering; and

WHEREAS, Forty-One was purchased by Mattison's; and

WHEREAS, County consents to the Novation of the Contract from Forty-One to Mattison's, and all Parties understand that such consent is subject to the terms and conditions set forth in Article 12 of the Contract; and

WHEREAS, the County wishes to release Forty-One from the obligations described in the Contract, provided that Mattison's agrees to perform the obligations and be bound by the terms of the Contract.

NOW, THEREFORE, for the reasons recited above, and in consideration of mutual covenants contained herein, the Parties agree as follows:

1. The above stated Recitals are incorporated herein and expressly made a part of this Novation.
2. The Contract is attached hereto and incorporated herein as **Exhibit A**.
3. Mattison's shall assume the Contract, including all rights and obligations, and agrees to be bound by all the terms of therein, as if it was an original party.
4. The County releases Forty-One from the Contract. Mattison's agrees to assume, and County accepts, the liability of Mattison's for any claims that arise, or may have arisen, with respect to the Contract in lieu of the liability of Forty-One.
5. This Instrument shall be governed and construed in accordance with the laws of the State of Florida

6. This Instrument may be executed in counterparts, each of which shall be considered an original for all purposes. All counterparts shall together constitute one and the same instrument.

7. The effective date of this Instrument shall be the date on which it is fully executed.

Exhibit(s):

Exhibit A – Contract No. 20260189

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Instrument as of the dates written below.

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court
and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Joseph M. Tiseo, Chairman

Date: July 28, 2026

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas M. David, County Attorney
LR26-0686 as (AS)

Signed, sealed and delivered in the presence of: **FORTY-ONE CATERING LLC
d/b/a MATTISON'S 41**

By: _____
Signature

Print: _____
Name

Title: _____

Date: _____

Witness #1 Signature

Name printed or typed

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by _____, (Title) _____, on behalf of FORTY-ONE CATERING LLC d/b/a MATTISON'S 41. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Signed, sealed and delivered **MATTISON'S 41 LLC d/b/a MATTISON'S 41**
in the presence of:

By: _____
Signature

Print: _____
Name

Title: _____

Date: _____

Witness #1 Signature

Name printed or typed

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2026 by _____
_____, (Title) _____, on behalf of
MATTISON'S 41 LLC d/b/a MATTISON'S 41. He/she is personally known to me or has
produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____



CONTRACT NO. 20260189

**AGREEMENT BETWEEN CHARLOTTE COUNTY
and
FORTY-ONE CATERING LLC d/b/a MATTISON'S 41
for
EMERGENCY OPERATIONS CENTER FACILITY
EMERGENCY FOOD CATERING – ANNUAL CONTRACT**

THIS AGREEMENT hereinafter (the "Agreement") is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 hereinafter (the "COUNTY"), and Forty-One Catering LLC d/b/a Mattison's 41, 7275 South Tamiami Trail, Sarasota, Florida 34231, hereinafter (the "CONTRACTOR").

WITNESSETH

WHEREAS, the COUNTY requires reliable emergency food service capabilities to protect the public health, safety, and welfare of its citizens during natural disasters and other emergency situations, including hurricanes, tornadoes, flooding, windstorms, and other acts of God; and

WHEREAS, the COUNTY issued Request for Proposals RFP No. 20260189, as amended by Addendum No. 1 (January 8, 2026), for EMERGENCY OPERATIONS CENTER ("EOC") FACILITY EMERGENCY FOOD CATERING – ANNUAL CONTRACT; and

WHEREAS, the CONTRACTOR submitted a proposal in response to RFP No. 20260189 and was subsequently selected by the COUNTY as a qualified provider of emergency food catering services for the EOC Facility; and

WHEREAS, the CONTRACTOR has the experience, equipment, personnel, and resources to provide water, drinks, food, on-site preparation, and supplies to the COUNTY prior to, during, and/or after an emergency situation, as described in **Exhibit A**; and

WHEREAS, the COUNTY and CONTRACTOR have agreed to the Scope of Services, pricing, terms, and conditions as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 20260189, issued by the COUNTY on January 6, 2026, consisting of pages 1 through 23, as amended by Addendum No. 1 (January 8, 2026), together with the Proposal submitted by Forty-One Catering LLC d/b/a Mattison's 41, dated January 29, 2026, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 20260189, are hereby specifically incorporated into and made a part of this Agreement as if fully set forth herein.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- a. This Agreement;
- b. The Scope of Services attached hereto as **Exhibit A**;
- c. RFP No. 20260189 and Addendum No. 1; and
- d. The Proposal submitted by CONTRACTOR dated January 29, 2026.

ARTICLE 2.
CONTRACTOR'S SCOPE OF SERVICES

2.1. The CONTRACTOR shall provide all expertise, personnel, mobile kitchens, tools, materials, equipment, transportation, supervision, and all other services and facilities necessary to deliver emergency food service to the COUNTY prior to, during, and/or after an emergency situation. Such services shall include provision of water, drinks, food, on-site preparation, supplies, and serving needs as required by the COUNTY'S Emergency Management Coordinator or designee.

2.2. The CONTRACTOR shall be capable of providing up to four (4) meals per person per 24-hour period, for the personnel counts and service levels required under RFP No. 20260189, including breakfast, lunch, dinner, and an additional late service meal for 24-hour activation operations, and shall be provided in accordance with the pricing and menu options set forth in **Exhibit A**.

2.3. CONTRACTOR shall deliver all meals, water, drinks, and supplies to locations designated by the COUNTY at the time of order. Delivery locations may change during the course of an emergency. CONTRACTOR shall maintain sufficient stock to fill any order within the stated timeframes, and shall provide backup plans for worst-case scenarios, including loss of primary facilities or supply chains.

2.4. CONTRACTOR shall implement a system for accurate tracking and reporting of meals served, quantities delivered, and supplies distributed, in compliance with FEMA documentation standards. CONTRACTOR shall provide daily reports and maintain records necessary for COUNTY reimbursement under applicable federal programs.

2.5. The CONTRACTOR shall be responsible for the storage and management of all perishable food items. The COUNTY does not provide refrigerated or insulated storage.

2.6. All subcontractors must be approved in advance by the COUNTY. The COUNTY reserves the right to require dismissal of any subcontractor deemed unsatisfactory.

ARTICLE 3.

COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICES

3.1. CONTRACTOR shall be compensated in accordance with the unit prices and rates set forth in **Exhibit A**, which include per-person meal pricing, beverage pricing, disposable supplies, labor, mobilization/demobilization, and facility charges, as applicable.

3.2. CONTRACTOR shall submit invoices on a bi-weekly or monthly basis, as directed by the COUNTY. Each invoice shall identify the number of meals served, supplies delivered, labor hours incurred, and all other unit costs supported by documentation acceptable to the COUNTY. CONTRACTOR shall provide daily tracking reports and supporting documentation sufficient to meet FEMA reimbursement standards.

3.3. The COUNTY shall pay CONTRACTOR'S invoices in accordance with the Florida Local Government Prompt Payment Act, §§ 218.70–218.80, Florida Statutes.

3.4. No payment shall be made for items or services not authorized by the COUNTY, or for quantities in excess of those ordered and accepted.

ARTICLE 4.

CONTRACTOR'S RESPONSIBILITIES

4.1. CONTRACTOR shall perform services in a professional and workmanlike manner, in compliance with all applicable federal, state, and local laws, rules, and regulations, including FEMA requirements for emergency food service documentation.

4.2. CONTRACTOR shall maintain sufficient personnel, kitchens, equipment, and supplies to fulfill its obligations under this Agreement, including backup plans for alternate facilities and supply sources in case of disruption.

4.3. CONTRACTOR shall ensure safe storage, preparation, and delivery of all meals, water, drinks, and supplies, and shall remain responsible for maintaining proper sanitary conditions and compliance with health and safety codes.

4.4. CONTRACTOR shall cooperate with COUNTY staff, emergency management personnel, and other contractors engaged in disaster response and

recovery, and shall not interfere with the COUNTY'S compliance with FEMA reimbursement or other federal requirements.

4.5. CONTRACTOR and subcontractors shall procure and maintain until all obligations have been discharged, including any warranty periods, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors.

- a. Commercial General Liability – Occurrence Form (CG 00 01).
 - 1. General Aggregate: \$2,000,000
 - 2. Each Occurrence: \$1,000,000

Policy shall include bodily injury, property damage, broad form contractual liability, and Explosion, Collapse and Underground (XCU) coverage.

The policy shall be endorsed to include the following additional insured language: "Charlotte County, a political subdivision of the State of Florida, and its officers, employees, agents and volunteers" shall be named as an additional insured.

- b. Automobile Liability. Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - 1. Combined Single Limit (CSL): \$1,000,000.
 - 2. Policy shall be endorsed to include COUNTY as additional insured.
- c. Workers' Compensation and Employers' Liability.
 - 1. Workers' Compensation: Statutory
 - 2. Employers' Liability: \$1,000,000 each accident/disease.

Policy shall contain a waiver of subrogation against COUNTY.

If CONTRACTOR has no employees, CONTRACTOR must submit to the COUNTY the Workers Compensation Exemption from the State of Florida.

- d. Additional Insurance Provisions.
 - 1. All policies (except Workers' Compensation) shall name the COUNTY, its officers, employees, agents and volunteers as additional insureds.
 - 2. Waiver of Subrogation: All carriers must waive rights of subrogation against the COUNTY.
 - 3. Policies shall be primary and non-contributory as to the COUNTY.

4. Severability of Interests: Coverage must apply separately to each Insured.
5. Proof of Coverage: CONTRACTOR shall furnish certificates of insurance and endorsements to the COUNTY Purchasing Division prior to commencing services and shall maintain coverage through the term of the Contract.
6. Acceptability of Insurers: Carriers must be authorized to do business in Florida with a minimum rating of A: VII.
7. Deductibles and Self-Insured Retention over \$10,000 must be declared and approved.
8. Failure to Procure: If coverage lapses, COUNTY may terminate or purchase coverage at CONTRACTOR'S expense.
9. Insurance requirements are subject to review by the COUNTY Risk Manager.

4.6. CONTRACTOR shall be responsible for any damage caused by its negligence or the negligence of its subcontractors and shall promptly repair or reimburse the COUNTY for such damages.

4.7. CONTRACTOR shall provide a qualified representative to serve as the primary point of contact with the COUNTY, available 24/7 during any activation, with full authority to act on behalf of the CONTRACTOR.

ARTICLE 5

REPORTING REQUIREMENTS

5.1. CONTRACTOR shall maintain an accurate tracking system that records meals served, beverages and supplies delivered, and labor hours incurred. Reports shall identify the number of meals provided, the type of meal (hot or cold), and the location(s) of delivery.

5.2. CONTRACTOR shall submit daily reports to the COUNTY during any activation. Daily reports shall be in a format approved by the COUNTY and shall include at a minimum:

- a. Total number of meals prepared and served, broken down by type (hot breakfast; lunch; dinner; midnight meal; cold breakfast; and lunch).
- b. Quantities of water, beverages, snacks, and disposable supplies distributed.
- c. Staffing levels and hours worked.
- d. Any service disruptions, substitutions, or shortages.

5.3. CONTRACTOR shall submit weekly summaries consolidating the daily reports, including cumulative totals for meals, beverages, and supplies delivered.

5.4. Upon conclusion of an activation, CONTRACTOR shall submit a final closeout report summarizing the services provided, including:

- a. Total number of meals served by type.
- b. Total quantities of beverages, snacks, and supplies provided.
- c. Labor and facility usage summaries.
- d. Any significant issues, damages, or claims.

5.5. All reporting shall be sufficient to support reimbursement requests under FEMA documentation standards and shall be subject to COUNTY review and approval. CONTRACTOR shall cooperate with the COUNTY to provide any additional documentation requested by federal or state funding agencies.

5.6. The scheduling, format, and delivery of required reports shall be as directed by the COUNTY'S Emergency Management Coordinator or designee.

ARTICLE 6. SUBCONTRACTORS

6.1. CONTRACTOR may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent CONTRACTOR is responsible for the acts and omissions of its own employees. CONTRACTOR shall ensure that all its subcontractors have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and COUNTY. CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by COUNTY.

ARTICLE 7. COUNTY'S RESPONSIBILITIES

7.1. The COUNTY shall perform the responsibilities contained in this Article in a timely manner so as not to delay the services of the CONTRACTOR.

7.2. The COUNTY shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by the COUNTY to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice To Proceed.

7.3. The COUNTY shall identify delivery locations, service requirements, and reporting formats during any activation, and shall provide reasonable access for CONTRACTOR personnel to perform the services required under this Agreement.

7.4. The COUNTY shall coordinate all public communications related to the availability and distribution of emergency food services. CONTRACTOR may assist, upon request, in providing information for public notices and advisories.

ARTICLE 8.
TERM / TERMINATION

8.1. The term of this Agreement shall commence upon execution and shall continue through December 31, 2028, unless sooner terminated as provided herein. The COUNTY shall have the option to renew this Agreement for an additional one (1) two-year term, subject to mutual agreement of the parties and the availability of budgeted funds.

8.2. CONTRACTOR shall perform all services directed under this Agreement promptly and diligently, with the knowledge that time is of the essence once a Notice to Proceed is issued by the COUNTY.

8.3. Either party may, without cause or liability, terminate this Agreement upon thirty (30) days' written notice to the other party.

8.4. The COUNTY reserves the right to terminate this Agreement immediately for cause, including CONTRACTOR'S failure to perform in accordance with the terms and conditions of this Agreement.

ARTICLE 9.
NOTICES

9.1. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed properly given if sent by certified mail, return receipt requested, or by nationally recognized overnight delivery service, addressed as follows:

Mail, return receipt requested, to the parties at the addresses listed below:

Contractor: Forty-One Catering LLC d/b/a Mallison's 41 **County:** Purchasing Division

Name: Dhaval Patel
Owner / Managing Partner
Address: 7275 South Tamiami Trail
Sarasota, FL 34231

Name: Kimberly A. Corbett
Senior Division Manager
Address: Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948

ARTICLE 10.
NO CONTINGENT FEES

10.1. CONTRACTOR certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for

CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11.
TRUTH-IN-NEGOTIATION CERTIFICATE

11.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 12.
ASSIGNMENT

12.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by CONTRACTOR without the prior written consent of the COUNTY.

ARTICLE 13.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

13.1. This Agreement represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or agreement, either written or oral.

13.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

13.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

13.4. This is a nonexclusive contract. The COUNTY has the right to enter into contracts with other contractors for the providing of emergency food services.

ARTICLE 14.
GOVERNING LAW/ VENUE

14.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Charlotte County, Florida.

ARTICLE 15.
INDEPENDENT CONTRACTOR STATUS

15.1. CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the COUNTY. Neither the COUNTY nor any of its employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth, and CONTRACTOR expressly warrants not to represent at any time or in any manner that CONTRACTOR or any of CONTRACTOR'S agents, servants or employees are in any manner agents, servants or employees of the COUNTY. It is understood and agreed that CONTRACTOR is and shall at all times remain as to the COUNTY, a wholly independent contractor and that CONTRACTOR'S obligations to the COUNTY are solely as prescribed by this Agreement.

ARTICLE 16.
AUDIT AND PUBLIC RECORDS REQUIREMENTS

16.1. CONTRACTOR shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONTRACTOR'S offices for the purpose of inspection, audit, and copying during normal business hours by the COUNTY, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the CONTRACTOR shall notify the COUNTY and deliver to the COUNTY any records the COUNTY requests. CONTRACTOR shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between CONTRACTOR and the subcontractor.

16.2. Pursuant to Section 119.0701 of the Florida Statutes, contractors acting on behalf of the COUNTY must comply with the public records laws, specifically: a) keep and maintain public records required by the COUNTY to perform the contracted services; b) upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public

records required by the COUNTY to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 200, PORT CHARLOTTE, FLORIDA 33948.

**ARTICLE 17.
INDEMNIFICATION**

17.1. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of services under this Agreement.

**ARTICLE 18.
EMPLOYEE RESTRICTIONS**

18.1. COUNTY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The COUNTY shall consider employment by any contractor or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the COUNTY.

18.2. The CONTRACTOR shall incorporate the terms of paragraph 18.1 into all contracts with any subcontractors.

**ARTICLE 19.
SCRUTINIZED VENDORS**

19.1 Pursuant to Section 287.135 of the Florida Statutes, COUNTY may, at its sole option, terminate this Agreement if the CONTRACTOR 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 or a boycott of Israel..

19.2. Pursuant to Section 287.135 of the Florida Statutes, COUNTY may, at its sole option, terminate this Agreement if the CONTRACTOR is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

19.3. CONTRACTOR agrees to execute the COUNTY'S Statutory Compliance Affidavit, attached hereto as **Exhibit B**.

ARTICLE 20. HUMAN TRAFFICKING

20.1. Pursuant to Section 787.06 of the Florida Statutes, by signing this Agreement, CONTRACTOR agrees and attests, under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06 of the Florida Statutes.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on date and year last written below.

WITNESSES:

Signed By:

Print Name: Paul Mattison

Date: 3/26/26

FORTY-ONE CATERING LLC D/B/A
MATTISON'S 41

Signed by:

Title: Owner

Date: 3/26/26

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: Kimberly Walsh
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By:

Joseph M. Tiseo, Chairman

Date:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:

Thomas M. David, County Attorney
LR26-0315

Exhibit List:

Exhibit A – Scope of Services

Exhibit B – Statutory Compliance Affidavit

C. Proposed Fee Schedule & Cost Proposal**EXHIBIT****A**

Description	Unit of Measure	Estimated Per Day Quantity*	Unit Price	Extended Price
Hot Breakfast	Per Meal	200	\$19.00	\$3,600.00
Cold Breakfast	Per Meal	200	\$17.00	\$3,100.00
Hot Lunch	Per Meal	200	\$22.50	\$4,300.00
Cold Lunch	Per Meal	200	\$19.00	\$3,600.00
Hot Dinner	Per Meal	200	\$34.00	\$6,400.00
Cold Dinner	Per Meal	200	\$31.50	\$5,800.00
Overnight Meal	Per Meal	200	\$21.50	\$3,900.00

*Meal counts are an estimate only and will be determined upon the County's request upon activation.

D: Timeframe:

Mattison's can perform all tasks listed in our proposal with efficiency, attention to every detail and with an up-beat friendly attitude. Our team will set up a meeting with the County to discuss their vision, requirements and overall plan for emergency services. Our team can react within hours of activation with basic meals and be fully set up for service within 24 hours as needed. All invoicing will be based upon contract pricing and meal counts agreed upon by the County and Mattison's.

Mattison's standards for client service will be the same for County representatives as it is for outside wedding, corporate and social clients. Communication will begin in our catering office with our County representative and continue with our lead onsite team.

Mattison's has been working in emergency food services since 2005, providing multiple meals a day to large quantities of emergency teams at an affordable and efficient rate. Every year our management team works closely with our purveyors to determine menu items to maintain pricing to better serve our clients and community. It is through our commitment to our vendors throughout the year that we are able to maintain this partnership.

Our food preparation for boxed meals will begin at our catering kitchen at our Mattison's Forty-One location. Contingent on the requirements of the emergency, our team will set up an assembly for preparing and packaging. Our kitchen team will strategically coordinate the food preparation while our operations team begins setting up to accept the food for packaging and delivering. This includes organizing and packing our trucks. Once the food is prepared and boxed, our team organizes the boxes by the guest count on pallets, wraps the boxes for transportation and loads the pallets onto our trucks for delivery. We have refrigerated trucks as well as cooler blankets to safely transport perishable meals.

For onsite service, our team will either begin food preparations at our facility or set up on site to prepare. This will be determined based on the start time as well as the complexity of the emergency.

Mattison's will follow all current and applicable federal, state, county, city laws, ordinances, orders, codes, rules and regulations of all authorities having jurisdiction over the type of food service. All food products will be stored at a safe acceptable temperature. The serving lines are equipped to keep food hot or cold. Mattison's will maintain proper serving temperatures throughout the serving periods.

Mattison's management team will be monitoring any disaster situation prior to its onset when applicable, i.e. hurricane, fires, etc. upon receiving the initial call from the County, our team



will begin preparations. All departments are always equipped with emergency service preparations lists.

Within 1 Hour: Our chef team will notify our food purveyors on products, quantities, and delivery locations. Our purveyors are already equipped with our disaster menu and Insurance requirements. Our logistics team will pull all necessary equipment for a full site set up and begin loading our truck(s).

Within 4 Hours: All departments are packed and ready to go. Based upon the emergency needs and site availability, our team will begin putting together boxed meals at our location to be delivered or begin driving to the site location to set up.

Within 6 Hours: Our team will be ready to deliver boxed meals or already arriving at site location. Our site can be built within 2 hours and food preparations can begin.

Within 8 Hours: Our team will be set up and ready to serve the required meal and during service will begin preparations for the following meal as needed.

Meal plans are included below for all service types. All menus are subject to change based upon availability at time of service. We are happy to revise these menus upon request, within negotiated price parameters. All menus include options for gluten free, dairy free and vegetarian diets. Additional allergies and special diets will be accommodated upon request. Sample menus have been included as well.

Hot Breakfast: eggs, potatoes, grits, bacon, sausage, dry cereal, bread, biscuit and gravy, fruit, pancakes; **Drinks:** regular and decaf coffee, milk, juice, water

Continental Breakfast: assorted breakfast breads, muffins, fruit; **Drinks:** regular and decaf coffee, milk, juice, water

Hot Lunch: meat and vegetarian lasagna, garden salad, dessert; **Drinks:** assorted sodas, water, Powerade

Cold Lunch: deli sandwiches (ham, turkey & cheese), vegetarian sandwiches, pudding pack, chips, whole fruit; **Drinks:** assorted sodas, water, Powerade

Hot Dinner: barbecue chicken and ribs, mashed potatoes, vegetables, garden salad, dessert; **Drinks:** assorted sodas, water, Iced tea

Cold Dinner: assorted salads (chicken, tuna, egg, and/or potato), vegetables, cold Tuscan pasta, dessert; **Drinks:** assorted sodas, water, Powerade

Overnight Snack: assorted pizzas, brownies; **Drinks:** assorted sodas, water, Powerade, regular and decaf coffee

Mattison's team will prepare based upon the count provided by the County representative. Our billing will reflect this count as well as any additional that may be requested upon arrival. Mattison's cancellation policy for canceled meals during emergency catering is as follows:



Meals canceled within 24 hours will be charged at full price.

Meals canceled within 24-48 hours will be charged at 50%.

Meals canceled within 48-72 hours will be charged at 25%.

Meals canceled within 72 hours will be charged at 10%.

At Mattison's, hospitality and client satisfaction come first. We have always gone above and beyond for our clients and will undoubtedly give the County the same experience.

Exhibit B
Statutory Compliance Affidavit

I, _____, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with scrutinized companies or entities, pursuant to 287.135, Florida Statutes; foreign countries of concern, pursuant to section 287.138, Florida Statutes; and business entities that engage in forced labor and human trafficking practices, pursuant to sections 287.1346 and 786.06(13), Florida Statutes.

Business or Business Entity Legal Name:	
Business or Business Entity Legal Address:	
Business or Business Entity Taxpayer Identification Number:	

I hereby certify under penalty of perjury that:

My business entity is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Terrorism Sectors List*, or any list created under section 215.473; is not engaged in business operations in Cuba or Syria; and is not on the *Scrutinized Companies or Other Entities that Boycott Israel List* nor engaged in a boycott of Israel, as defined in section 287.135, Florida Statutes.

My business is not owned by a foreign country of concern, as defined by section 287.138, Florida Statutes.

No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138, Florida Statutes.

My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138, Florida Statutes.

My business entity does not engage in forced labor practices, as defined by section 287.1346, Florida Statutes.

My business entity does not engage in human trafficking, as defined by section 787.06, Florida Statutes.

My business entity does not employ or engage any person who performs any of the activities in section 787.30, Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of sections 287.1346 and 287.138, and chapter 787, Florida Statutes, may result in civil and criminal penalties, prohibitions against doing business with any governmental entity of

the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the County within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue and within thirty (30) calendar days of gaining direct knowledge that any subcontractor or vendor is in violation of any of the requirements of sections 287.1346 and 787, Florida Statutes. I further acknowledge that the failure to make the appropriate notification may constitute a default.

WITNESSES:

**FORTY-ONE CATERING LLC D/B/A
MATTISON'S 41**

Signed By: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Date: _____