

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER AND WAIVING, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, AS PERMITTED UNDER SECTION 2-367 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 3 TO THE AGREEMENT, DATED JUNE 5, 2013, WITH SERVICE AMERICA CORPORATION D/B/A CENTERPLATE (CENTERPLATE) FOR CATERING CONCESSIONS AT THE CITY OF MIAMI BEACH CONVENTION CENTER; SAID AMENDMENT (1) EXPANDING THE SCOPE OF THE AGREEMENT TO INCLUDE THE FOOD AND BEVERAGE SERVICES FOR TWO CITY FACILITIES (CLUBHOUSE BUILDINGS), LOCATED WITHIN THE 21ST STREET COMMUNITY CENTER COMPLEX (CURRENTLY KNOWN AS THE "CARL FISHER CLUBHOUSE" AND THE "LITTLE STAGE THEATER"), CURRENTLY BEING RENOVATED AND REPURPOSED FOR USE AS DINING AND CATERING FACILITIES; AND (2) APPROVING CENTERPLATE'S CAPITAL CONTRIBUTION, IN AN AMOUNT NOT TO EXCEED \$750,000, FOR THE CLUBHOUSE BUILDINGS; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AMENDMENT.

WHEREAS, the City is the owner of the Miami Beach Convention Center (the "Convention Center") located in the City of Miami Beach, Florida; and

WHEREAS, on December 12, 2012, the Mayor and City Commission approved the issuance of Invitation to Negotiate No. 059-2013ME For Food and Beverage for the Miami Beach Convention Center (the ITN); and

WHEREAS, on June 5, 2013, the Mayor and City Commission adopted Resolution No. 2013-28241, accepting the proposal submitted by Service America Corporation d/b/a Centerplate ("Centerplate"); and

WHEREAS, the parties executed an agreement, dated June 5, 2013 (the "Agreement"), having an initial term of three (3) years, with two (2) one-year renewal terms, at the City's option; and

WHEREAS, the initial term of the Agreement expired on June 30, 2016; and

WHEREAS, in order to ensure continuity of services for a full operational year following the completion of the Convention Center Project, the City agreed to renew the Agreement and extend the term of the Agreement; and

WHEREAS, on April 13, 2016, the Mayor and City Commission adopted Resolution No. 2016-29369, waiving the formal competitive bidding requirement and approving an additional two (2) year and three (3) month extension of the term, expiring on September 30, 2020; and

WHEREAS, on September 12, 2018, the Mayor and City Commission adopted Resolution No. 2018-30507, waiving the formal competitive bidding requirement and approving Amendment No. 2, which amendment (1) restructured the financial terms to provide the City with 95% of the net operating profits of the catering and Food and Beverage operations at the Convention Center (after payment of all operating expenses), and (2) extended the term of the Agreement for an additional two years, for a term expiring on September 30, 2022; and

WHEREAS, the City is currently renovating the two buildings located within the 21st Street Community Center Complex, now known as the Carl Fisher Clubhouse and the Little Stage Theater, (collectively, the "Clubhouse Buildings") and repurposing them for use as dining and catering facilities; and

WHEREAS, in order to ensure that the same level of food and beverage services currently being provided at the Convention Center is also provided at the Clubhouse Buildings, upon opening, the City Manager recommends contracting with Centerplate for the food and beverage services at the Clubhouse Buildings; and

WHEREAS, Centerplate has agreed to make a capital contribution, in an amount up to \$750,000, in improvements to the Clubhouse Buildings; and

WHEREAS, Centerplate will amortize this capital contribution over a five (5) year period, and if the Agreement expires or is otherwise terminated prior to the end of the amortization period, the City will be responsible for paying Centerplate for the unamortized portion of the capital contribution; and

WHEREAS, the City Manager recommends the waiver, by 5/7ths vote, of the formal competitive bidding requirement, as being in the best interest of the City, and the approval, in substantial form, of Amendment No. 3 to the Agreement, incorporated herein by referenced and attached hereto as Exhibit "1", which includes the following essential provisions: (1) the addition of the Clubhouse Buildings to the scope of the Agreement, based upon the same financial terms; to wit: (i) Centerplate receiving a management fee of 7% of gross receipts and (ii) the Net Operating Profits being distributed to the City and Centerplate on a monthly basis, with the City receiving 95% of the New Operating Profits and Centerplate receiving 5% of the Net Operating Profits; and (2) the approval of an initial capital contribution toward the Clubhouse Buildings, in an amount up to \$750,000.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the written recommendation of the City Manager and waive, by 5/7th vote, the formal competitive bidding requirement, as permitted under Section 2-367 of the City Code, finding such waiver to be in the best interest of the City, and approve, in substantial form, Amendment No. 3 to the Agreement, dated June 5, 2013, with Service America Corporation d/b/a Centerplate (Centerplate) for catering concessions at the City of Miami Beach Convention Center; said amendment (1) expanding the scope of the Agreement to include the food and beverage services for two City facilities (Clubhouse Buildings), located within the 21st Street Community Center Complex (currently known as the "Carl Fisher Clubhouse" and the "Little Stage Theater"), currently being renovated and repurposed for use as dining and catering facilities; and (2) approving Centerplate's capital contribution, in an amount not to exceed \$750,000, for the Clubhouse Buildings; and further authorize the Mayor and City Clerk to execute the final amendment.

PASSED and **ADOPTED** this ____ day of _____, 2019.

Dan Gelber, Mayor

Attest:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

10/25/19