

**RESOLUTION NO. 2018-30298**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AT ITS APRIL 20, 2018 MEETING, AND AUTHORIZING THE PURCHASE OF A TENNIS SOFTWARE SYSTEM FROM VERMONT SYSTEMS, INC, IN AN AMOUNT NOT TO EXCEED \$8,000.00 FOR A TRAINING SESSION AND \$3,360.00 ANNUALLY FOR THE ANNUAL MAINTENANCE FEE, TO STANDARDIZE THE SOFTWARE FOR BOTH TENNIS CENTERS, AND APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY AND MIAMI BEACH TENNIS MANAGEMENT, LLC FOR TENNIS MANAGEMENT AND OPERATIONS SERVICES AT THE CITY'S FLAMINGO TENNIS CENTER; SAID AMENDMENT, IN MATERIAL PART: (1) ACKNOWLEDGING THE RENEWAL OF THE LAST ONE-YEAR RENEWAL OPTION (JUNE 1, 2018 – MAY 31, 2019) AND CONTRACTOR'S EDUCATIONAL COMPACT FUND CONTRIBUTION, IN THE AMOUNT OF \$10,000; (2) PROVIDING THE CITY WITH UTILIZATION OF COURTS FOR CITY PRODUCED TENNIS RELATED SPECIAL EVENTS AND/OR CITY SPONSORED SPECIAL EVENTS SUCH AS LOCAL AND INTERNATIONAL TENNIS TOURNAMENTS; (3) INCREASING THE ANNUAL MEMBERSHIP FEES AND ADDING LANGUAGE ADDRESSING LIGHT FEES; (4) INCLUDING USE OF CLUB BASKETS; (5) UPDATING THE TENNIS SOFTWARE PROVIDER; AND (6) UPDATING VARIOUS OTHER CLAUSES, INCLUDING REMOVING MISCELLANEOUS INAPPLICABLE LANGUAGE, SUBJECT TO FINAL NEGOTIATIONS BY THE ADMINISTRATION AND REVIEW AND FORM APPROVAL BY THE CITY ATTORNEY; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AMENDMENT.**

**WHEREAS**, on July 14, 2014, the City and Miami Beach Tennis Management, LLC ("Contractor") executed the Agreement to provide Professional Tennis Management and Operations Services at the City's Flamingo and North Shore Tennis Centers Agreement (the "Agreement"); and

**WHEREAS**, on July 26, 2017, the Mayor and City Commission adopted Resolution No. 2017-29935, approving Amendment No. 1 to the Agreement, said Amendment, in material part, providing for the removal of the North Shore Tennis Center from the scope of the Agreement and reducing the Minimum Guarantee payments due to the City, accordingly (the Agreement and Amendment No. 1 shall be collectively referred to herein as the "Agreement"); and

**WHEREAS**, at the March 7<sup>th</sup> Commission Meeting, a discussion regarding the renegotiation of the Agreement was referred to the Finance and Citywide Projects Committee ("FCWPC"); and

**WHEREAS**, the Agreement is set to expire on May 31, 2018; and

WHEREAS, the City met with Contractor to discuss the following proposed changes to the Agreement:

**Modification to Section 2: Centers to be Managed**

2.2 Language regarding conducting a site inspection prior to the commencement date of the Agreement has been deleted as it is no longer relevant.

**Modification to Subsection 3.3: Food and Beverage Service**

3.3.5 Language regarding the requirement of Food Service Management Certification has been deleted as it is no longer relevant.

**Modification to Subsection 3.4: Sale of Tennis Pro Shop Related Items and Services**

Language included that the Contractor will provide a club basket available for use on a first come first serve basis for members and resident nonmembers. Use of the club basket will be for a fee of \$10.00 per hour for members and \$20.00 per hour plus court fees for nonmembers. Usage of the club basket will be limited to no more than 2 players on a court.

**Modification to Subsection 3.6: Personnel Background, ID Badge Requirements**

Language regarding required City ID's for Contractor personnel has been deleted as it is no longer relevant.

**Modification to Subsection 4.4: Reconciliation of Accounts as of Commencement Date**

Deleted entirely as it is no longer relevant.

**Modification to Subsection 8.6: Migration of Employees**

Deleted entirely as it is no longer relevant.

**Modification to Subsection 10: Tennis Fees, Charges and Programs & Related Services to be Provided**

10.1 Weather and light fee language modified to provide that If the playtime of a tennis user (of a court, lesson, clinic, etc.) is interrupted due to weather, resulting in less than 30 minutes of play, the user will be entitled to a reimbursement/pay-out/raincheck. If there is a weather interruption, but the play time exceeded 30 minutes, it will be at the discretion of the Contractor whether or not to offer a reimbursement/pay-out/raincheck. Furthermore, light fees will only be charged to non-members. Those purchasing memberships will not be required to pay light fees.

10.7 Computer software system language deleted and replaced to reflect that Contractor will utilize the City's current recreation software system (i.e RecTrac/WebTrac) for the purposes of tracking reservations, financials, memberships, concessions, merchandise, etc.

**Modification to Subsection 11.2: Building(s) and Facilities Maintenance**

Language included that the Contractor is responsible for servicing the landscaped area within the Center in accordance with City standards.

**Modification to Subsection 11.5: Equipment**

Language included to add the ice machine and note the Contractor is required to maintain ice machine at its own cost and expense.

Language referencing the \$16,000.00 credit paid to Miami Beach Tennis Management by the City for equipment purchased by Miami Beach Tennis Management to operate and maintain the North Shore Tennis Center was removed.

**Modification to Subsection 17.2 City Special Events**

Language deleted and replaced with language providing that the City reserves the right to utilize the Center for City produced tennis related special events and/or other City sponsored special events productions, such as local and international tennis tournaments, at no charge for a minimum of 224 court days. Under certain circumstance and with City approval, the City may allow for the Contractor to negotiate a per court usage fee if additional courts are required that exceed the minimum of 224 court days. The City at any time may require the use of all courts at no cost to the City with the approval of the City Commission. Contractor would retain any income related to the special event and/or production as it pertains to food and beverage concessions, stringing and merchandise sales, and providing that facility usage for events may include use of: locker rooms, activity rooms and office space, umpire chairs, umbrellas, coolers, scoreboards, net-sticks and the like. Further, providing that if the City and Contractor cannot reach agreement, the Contractor will be required to cease and desist operations during the term of, and in the area of the special event and/or production.

**WHEREAS**, in order to standardize the software for both tennis centers, the City will purchase a tennis software from Vermont Systems, Inc. in an amount not to exceed \$8,000.00 for a training session and \$3,360.00 annually for the annual maintenance fee; and

**WHEREAS**, at the March 13, 2018 Finance and City-Wide Projects Committee meeting, the Committee instructed staff to negotiate with contractors during contract renewal negotiations for a possible contribution to the City's Education Compact Fund to support the City's Educational Initiatives; and

**WHEREAS**, staff from the Parks and Recreation and Procurement Departments met with the Contractor to discuss a possible contribution to the Education Compact Fund and Contractor agreed to contribute \$10,000, payable in quarterly installments during the term of the renewal; and

**WHEREAS**, at the direction of the City Commission, the discussion of the proposed modifications to the Agreement with Contractor was heard at the April 4<sup>th</sup>, 2018 Parks and Recreational Facilities Advisory Board meeting, where the Board unanimously passed the following motion: The Parks and Recreational Facilities Advisory Board motions to favorably recommend extending the one year renewal of the Management Agreement with Miami Beach Tennis Management to include the amendments made to the Agreement as discussed at our Board meeting; and

**WHEREAS**, the Parks and Recreational Facilities Advisory Board also discussed current tennis membership fees and recommended an increase to the fees which have not been raised since 2003, and unanimously passed the following motion: The Parks and Recreational Facilities Advisory Board motions to recommend increasing tennis membership fees and eliminating light fees for members; and

**WHEREAS**, Resolution 2003-25299 established an administrative process to review all City fees based on a threshold change in the Consumer Price Index (CPI) in concert with a

survey of fees for similar services in surrounding communities or an increased cost for providing such service; and

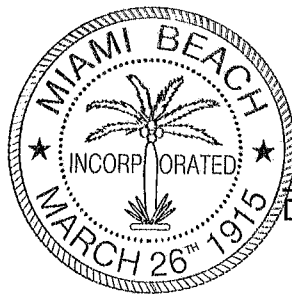
**WHEREAS**, staff conducted research on fee scales for similar tennis complexes located in cities such as Coral Gables, Sunrise, North Miami Beach, Pembroke Pines and Hollywood and, based upon the research, the Administration is recommending a slight increase in the annual tennis membership fees for adults and families; and

**WHEREAS**, at the April 20, 2018 FCWPC meeting, Committee members discussed the proposed changes to the Agreement, including the use of club baskets and secure payments, and recommended the removal of the dual membership option for the proposed amendment, leaving it open for discussion at a future time; and

**WHEREAS**, the Administration recommends approving, in substantial form, Amendment No. 2 to the Agreement, incorporated herein by reference and attached to the City Commission Memorandum accompanying this Resolution.

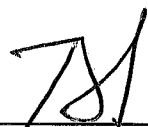
**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee, at its April 20, 2018 meeting, and authorize the purchase of a tennis software system from Vermont Systems, Inc., in an amount not to exceed \$8,000.00 for a training session and \$3,360.00 annually for the annual maintenance fee, to standardize the software for both tennis centers, and approve, in substantial form, Amendment No. 2 to the agreement between the City and Miami Beach Tennis Management, LLC for Tennis Management and Operations Services at the City's Flamingo Tennis Center; said Amendment, in material part, (1) acknowledging the renewal of the last one-year renewal option (June 1, 2018 – May 31, 2019) and Contractor's Educational Compact Fund contribution, in the amount of \$10,000; (2) providing the City with utilization of courts for City produced tennis related special events and/or City sponsored special events such as local and international tennis tournaments; (3) increasing the annual membership fees and adding language addressing light fees; (4) including use of club baskets; (5) updating the tennis software provider; and (6) updating various other clauses, including removing miscellaneous inapplicable language, subject to final negotiations by the Administration and review and form approval by the City Attorney; and further authorize the Mayor and City Clerk to execute the final Amendment.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of May, 2018.



  
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Dan Gelber, Mayor

**ATTEST:**

  
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Rafael E. Granado, City Clerk

AUG 23, 2018

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

8/8/18  
\_\_\_\_\_  
Date