

MIAMI BEACH

PLANNING DEPARTMENT

Staff Report & Recommendation

PLANNING BOARD

TO: Chairperson and Members
Planning Board

DATE: April 27, 2021

FROM: Thomas R. Mooney, AICP
Planning Director



SUBJECT: **PB21-0431 – Amendment No. 3 to Management Agreement - Carl Fisher Club House – CCC District.**

RECOMMENDATION

Approve the attached Resolution.

HISTORY

The City of Miami Beach entered into a catering and concessions service agreement (the "Agreement") for the Miami Beach Convention Center ("MBCC") on June 5, 2013 with Service America Corporation d/b/a Centerplate ("Centerplate").

This Agreement was amended, by Amendment No. 1 dated July 1, 2016, to extend the Agreement from July 1, 2016 to September 30, 2020. In September 2018, this Agreement was further amended, by Amendment No. 2, to extend the Agreement from September 30, 2020 to September 30, 2022 and modified the management and fee structure of the Agreement. In consideration of that two-year extension, Centerplate made a capital investment of \$150,000 toward food service capital projects, in addition to the \$300,000 capital investment required in the existing contract. In addition, Amendment No. 2 restricted the financial terms of the Agreement to provide for the City to receive 95% of the net operating profit of the catering and concession operations at the MBCC.

The goal of the modification was to transition the relationship between the City and Centerplate, from a concession agreement, where Centerplate was granted a right to make all catering and concession management and operational decisions for MBCC, and therefore received all profits for their services, to an agreement where the City and Centerplate are positioned as partners (financially and operationally) for more success and increased overall flexibility in the relationship. Centerplate has continued to provide food and beverage service, while the City took back all strategic and financial decisions, to reap the potential for higher margins on F&B sales. This will be especially beneficial with the opening of the Grand Ballroom and Sunset Vista, as well as opportunities for social catering, which requires greater flexibility than in the past.

In 2019, the Administration sought to renovate the Carl Fisher Clubhouse and Annex. The vision is to make Collins Canal Park a center of action with people from the neighborhood and tourists gathering for events and relaxation. Residents are becoming loyal visitors, coming to the newly renovated park daily to view the public art and enjoy the renovated public space. The anticipated completion of the renovations to the historic Carl Fisher Clubhouse includes two facilities: the main clubhouse and the Annex, located in Collins Canal Park, to the north of the MBCC. The plan is to get the right vision and a designed restaurant, that embraces the historic importance of the park and the contemporary needs, has the potential to thrive as both a neighborhood favorite and a casual destination hotspot. Business lunches, family dinners, afternoon snacks, weekend and after work cocktails, special events....Carl Fisher Clubhouse can host them all.

Accordingly, the Administration issued a Request For Proposal (RFP) 2020-109-WG seeking proposals from experienced restaurateurs to provide the food and beverage services operation and management of a high quality, yet casual, canal/park destination restaurant. The Administration was encouraged to receive innovative restaurant concepts that will attract neighborhood residents, areas visitors and tourists.

The Carl Fisher Clubhouse will serve the thriving Civic Center/MBCC and South Beach business and residential neighborhoods and attract a diverse clientele which values quality and innovative food experiences. The facilities will have available public parking, within walking distance, and is accessible via public transportation on Washington Avenue.

Through the RFP, Centerplate proved to be the lowest responsible bidder. Centerplate's bid also satisfies City's primary goal to ensure continuity of operations in the overall Miami Beach Convention Center campus.

The awarded to Centerplate will ensure collaboratively partnership with the MBCC management and MBCC vendors and service providers. The award to Centerplate will ensure that the Carl Fisher Clubhouse venue will be an integral part and extension of the Convention Center specifically with respect to booking events in all venues on the campus, while utilizing this space as additional sales revenue from incoming conventions and event producers.

Construction on the Carl Fisher Clubhouse and Annex (Clubhouse Buildings) is nearly complete. Accordingly, the City is seeking a food and beverage operator for the Clubhouse Buildings. In addition to supporting MBCC functions, the Administration believes that the Clubhouse Buildings can also serve the thriving Civic Center/MBCC and South Beach business and residential neighborhoods and attract a diverse clientele which values quality and innovative food experiences. The Clubhouse Buildings will have available public parking, within walking distance, and are accessible via public transportation on Washington Avenue.

On January 15, 2020 the City Commission directed the Administration to issue a Request for Proposals (RFP) for a food and beverage operator at the Carl Fisher Clubhouse.

On July 29, 2020, the City Commission approved the award of RFP 2020-109-WG for the food and beverage operation of Clubhouse Buildings to Centerplate with a referral to FERC to discuss the terms of the agreement.

During the September 23, 2020 Finance and Economic Resiliency Committee, the terms of the agreement proposed as an amendment to the current catering and concessions agreement were reviewed and recommended for approval.

On March 17, 2021, the City Commission referred amendment No. 3 to the catering and concession services management agreement, dated June 5, 2013, between the City and Service America Corporation d/b/a Centerplate for catering concessions at the Miami Beach Convention Center to the Planning Board (item C4 H).

COMPLIANCE WITH SEA LEVEL RISE AND RESILIENCY REVIEW CRITERIA

Section 133-50(b) of the Land Development Regulations establishes the following review criteria when considering ordinances, adopting resolutions, or making recommendations:

- (1) **Whether the proposal affects an area that is vulnerable to the impacts of sea level rise, pursuant to adopted projections.**

Partially Consistent – The proposal does affect areas that are vulnerable to the impacts of sea level rise in the long term.

- (2) **Whether the proposal will increase the resiliency of the City with respect to sea level rise.**

Consistent – The proposal will increase the resiliency of the City with respect to sea level rise by providing additional revenue to the City.

- (3) **Whether the proposal is compatible with the City's sea level rise mitigation and resiliency efforts.**

Consistent – The proposal is compatible with and enhances the City's sea level rise mitigation and resiliency efforts.

ANALYSIS

The proposal submitted by Centerplate was found to be responsive to the requirements of the RFP. Centerplate's proposal also satisfies the City's primary goal to ensure continuity of operations in the overall Miami Beach Convention Center campus. The Administration has been in contract negotiations with Centerplate, as exclusive providers of food and beverage services for the Clubhouse Buildings. Pursuant to an amendment to the Management Agreement between Spectra and the City, Spectra would continue to manage the bookings and maintain the Clubhouse Buildings in the same manner that Spectra manages and maintains the MBCC.

The City will maintain full authority related to all food and beverage operation and management decisions regarding concepts, food and beverage pricing, quality, sales, marketing and P&L oversight. The City will also have final say in the staffing levels and personnel of the food and beverage service operation and organizational management.

The current Agreement provides the City with increased control over the financial and operational management which will give the City the ability to actively participate ensuring the most effective

financial approach is in place and have decision-making ability in delivering a first-class experience for local groups and conventions.

Quality and service standards; staffing, selection of events, financial interests. The City has developed a series of initiatives with Centerplate and Spectra and will now be positioned to ensure those standards are implemented and maintained in all spaces in the Convention Center campus. The City can also be active in the pursuit of local social business and set parameters for pricing going forward, as well as choosing the chef that will be in place.

This new fee structure is anticipated to increase overall "net" revenue to the City. This is due to the fact that the City is reviewing all financial results monthly. The Administration believes that this amendment will enhance the Convention Center campus and set a solid strategy and success for the Convention Center and the quality of clients it will attract, while providing the community with an exciting new venue.

One key element of the negotiations is the development of a collective financial approach, including the MBCC, designed to emphasize the importance of achieving mutually desired profit levels for the City through effective management by Centerplate. The proposed financial terms reduce the percentage of fees incurred by the City of Miami Beach in relation to gross revenues generated by the Clubhouse Buildings and the MBCC and restructures the share of net profit that is available to Centerplate. This was deemed as advantageous because this approach increases the focus and incentive for having a profitable operation at both Clubhouse Buildings and MBCC.

The highlights of the terms of the agreement are as follows:

1. Financial:
 - a. Management Fee - 4% of Gross Revenue
 - b. Profit Sharing Distribution - 83% -City of Miami Beach – 17% Centerplate
2. Co-terminus Contract Terms:
 - a. The contract amendment will create a co-terminus expiration date of September 30, 2026 for both the MBCC and Carl Fisher with Centerplate. There are no additional options to extend the agreement beyond this date. The extension includes a period that is coterminous with a force majeure period due to COVID-19, approximately eighteen (18) months.
3. Capital Investment:
 - a. Centerplate will invest up to \$750,000 in capital improvements designed to increase Carl Fisher's attractiveness and support a successful operation.
4. Proforma – Financial Modeling:
 - a. The City and Centerplate will develop a five-year financial forecast to be used as a reference point to assess the ongoing overall financial performance of Carl Fisher operations and food and beverage operations at MBCC.

5. Local Chefs Participation:

- a. Centerplate will develop an agreed upon approach to engage with local Chefs and others to collaborate in public facing events and activities at the clubhouse facilities.

6. Operational Scope:

a. Clubhouse Annex:

- The Clubhouse Annex shall be developed as a Rum Room and shall continuously and actively operate as a full service restaurant during the following hours of operation:
- Rum Room Hours of Operation.
Open Daily
Sunday and Monday 10 AM to 8PM ET
Tuesday thru Saturday 11AM to 10PM ET

Any change in the hours of operation for the Clubhouse Annex shall be subject to the written approval of the City Manager, which change shall be memorialized pursuant to an amendment to the Agreement. In the event that Concessionaire requires the use of the Clubhouse Annex in connection with a Convention Center function, Concessionaire shall secure the written consent of the City Manager or City Manager's designee to cease the Restaurant Services for the approved period of time.

Restaurant Services shall include providing the Food and Beverage Items set forth in the Clubhouse Annex Menu. Any change in the menu items and pricing shall be subject to the approval of the City Manager, which approval shall not be unreasonably withheld. The Carl Fisher Clubhouse shall be used as an extension of the Miami Beach Convention Center food service programming. It will also be used to support and complement the Restaurant Services at the Clubhouse Annex, including for overflow seating (collectively, "Ancillary Restaurant Services"), except as to any portion of the Carl Fisher Clubhouse which may be booked by Global ("Global Booking(s)"), in that, any Global Bookings of the Carl Fisher Clubhouse shall have priority over the ancillary Restaurant Services use of the Carl Fisher Clubhouse. When not in use by event organizers, pursuant to a Global Booking, or local social and community Groups, this space will be programmed to provide ala carte options such as Sunday Brunch at clubhouse facility(s) pop-up food and beverage programs such as Mother's Day, Father's Day, Valentine's Day, Easter and New Year's Eve events.

- The Carl Fisher Clubhouse shall maintain the following hours of operation:
 - Weekend Brunch
Sunday 10 AM to 4PM ET
Open Seasonally as Rum Room overflow when needed.
Available for private and Community Events (when not committed to an event by Global).

- In the event of a public health or safety concern, the City Manager or City Manager's designee may order that Concessionaire close the Clubhouse Buildings for the time that the City, in the City's sole discretion, deems appropriate.
- Centerplate will provide convention support and as an extension to Miami Beach Convention Center programming provide a la carte options such as Sunday Brunch at clubhouse facility(s).
- Centerplate will plan pop-up programming as outlined in agreement.

7. Guidelines for Use of Outdoor Concession Area:

- The Concessionaire shall only use the Outdoor Concession Area as an ancillary use for the Clubhouse Buildings and shall also be permitted to serve, for sale and consumption within the Concession Area, food and beverages, including the sale and on-premises serving/consumption of alcoholic beverages.
- Concessionaire shall be solely responsible for applying for, obtaining, and maintaining (through the Term hereof) a liquor license from the appropriate governmental authorities.
- Concessionaire seeks to play live and ambient music, subject to City Manager's prior written approval, in the City Manager's sole discretion.
- The specifications for all equipment and structure to be located within the Outdoor Concession Area shall be subject to the written approval of the City Manager. Concessionaire shall be responsible for obtaining any permits and other governmental approvals for the design and layout of all equipment and structures to be located in the Outdoor Concession Area, which will include approval from the City's Planning Board.
- All wares and furniture located on the Outdoor Concession Area shall be collected from the Outdoor Concession Area and stored at the end of each day.
- Concessionaire shall be required to have a hurricane plan.
- Sale of non-alcoholic beverages shall be subject to the City's exclusive contract with Coca Cola or other exclusive product agreement which the City may execute from time to time.
- **Utilities:** Concessionaire shall be responsible for any costs related to the permitting and installation of any utilities (including separate meters) which may be required for use of the Outdoor Concession Area. Concessionaire is solely responsible for, and shall promptly pay when due, all charges for water, electricity, and any other utility service provided to the Outdoor Concession Area. In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Concessionaire to pay for such utility services when due, City may elect to pay same, whereby Concessionaire agrees to promptly reimburse the City upon demand. In no event,

however, shall the City be liable, whether to Concessionaire and/or any third parties, for an interruption or failure in the supply of any utilities or utilities services to the Outdoor Concession Area.

- **Maintenance:** shall provide the routine maintenance for the greenspace; however, Concessionaire shall be responsible for any damage to the greenspace and hardscape located in the Outdoor Concession Area. No fixtures or other improvements may be installed on the Outdoor Concession Area without the City Manager's prior written consent.

8. Sustainability:

- A comprehensive program will be instituted and designed to reduce non-recyclable or compostable waste to a minimum.

9. COVID-19 Compliance Measure

Cleanliness (staff, contractors, guests) will make a commitment to a "COVID 19" plan and potential longer-term practices, including:

- Social Distancing
- Signage
- Protective Gear
- Staff protection

10. Public Benefits:

In addition to the financial terms noted above, the City and Centerplate agreed on other areas that have community and local business impact. The additional terms include provisions related to emergency catering services, public benefit programs, the engagement of local Chef's and sustainability. The following are highlights in these additional terms:

- Emergency Catering Services
 - City will be allowed to use the Carl Fisher as a point of distribution for meals during emergency events.
- Public Benefit Programs
 - City will have access to space with a specified "at cost" structure including no rental charges designed to encourage use of the facility for City sponsored events.
 - Centerplate will develop a workforce development program with quantitative employment targets through interface with local high schools and hospitality programs with an emphasis on underserved communities.

- Local Chefs Participation
 - Centerplate will develop an agreed upon approach to engage with local Chefs and others to collaborate in public facing events and activities.
- Sustainability
 - A comprehensive program will be instituted design to reduce non-recyclable or compostable waste to a minimum.

The terms that are proposed for the Amendment No. 3 to the Centerplate agreement that will direct the food and beverage operation of the MBCC and operations of Clubhouse Buildings are advantageous to the City and create a balanced approach to achieving a positive financial outcome and enhancing the quality of life for our community.

RECOMMENDATION

In view of the foregoing analysis, staff recommends that the Planning Board approve the attached Resolution, granting approval of Amendment No. 3 to the catering and concession services management agreement, dated June 5, 2013, between the City and Service America Corporation d/b/a Centerplate for catering concessions at the Miami Beach Convention Center.



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PLANNING DEPARTMENT

COMMISSION MEMORANDUM

TO: Raul Aguila, Interim City Manager

FROM: Thomas R. Mooney, AICP
Planning Director

A handwritten signature in blue ink, appearing to be "T. Mooney", written over the printed name.

DATE: April 27, 2021

SUBJECT: **Analysis of Proposed Carl Fisher Club House – Management Agreement**

BACKGROUND

Section 82-38 of the Code of the City of Miami Beach requires that any proposed sale or lease of City-owned land, for a period of 10 years or greater, be analyzed from a planning perspective so that the City Commission and the public are fully apprised of all conditions relating to the proposed sale or lease.

The proposal is to amend the catering and concession services management agreement between the City and Service America Corporation (DBA Centerplate) for catering concessions at the Miami Beach Convention Center. The amendment proposes the following:

- (1) Extending the term of the agreement for an additional four (4) years, ending on September 30, 2026;
- (2) Restructuring the financial terms of the agreement; and
- (3) Expanding the scope of services of the agreement to include catering and concession services for the Carl Fisher Clubhouse and Annex Buildings, located within the 21ST Street Community Center Complex, having a street address of 2100 Washington Avenue.

ANALYSIS

The following is an analysis of the proposal based on the criteria delineated in Sec. 82-38 of the City Code.

1. **Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.**

Consistent – The proposed agreement is consistent with the goals, objectives, and policies (GOP's) of the 2040 Comprehensive Plan. The site is located in the *Public Facility: Convention Center Facilities (PF-CCC)* future land use category. The PF-CCC category provides for the following:

POLICY 1.1.18 PUBLIC FACILITY: CONVENTION CENTER FACILITIES (PF-CCC)

Purpose: To provide development opportunities for existing convention center and facilities necessary to support the convention center.

Uses which may be permitted: Convention facilities.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio of 2.75.

Additionally, the proposal is consistent with Policy ICE 1.1.5, which states the following:

POLICY ICE 1.1.5

Ensure continued countywide support for the operation of the Miami Beach Convention Center Complex by working with and supporting local and regional partners.

As the proposed agreement is in support of the convention center, it is consistent with the uses permitted in the PF-CCC future land use category and the 2040 Comprehensive Plan.

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

Consistent – No negative impacts are anticipated by the proposal. The agreement will support the existing convention center facilities, including the recently restored Carl Fisher Club House. As the services being provided will primarily be used by attendees of events at the Convention Center, no major impacts are expected from the proposed agreement.

3. **A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.**

Consistent – The proposal is keeping with the public purpose and community needs by supporting the convention center, which is a major economic engine for the City.

4. **A determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

Consistent - The agreement will not result in new development on the site.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

Consistent – The agreement should not have an impact on surrounding properties. There is adequate parking on the rooftop of the convention to serve the areas impacted by the agreement.

6. **Such other issues as the city manager or his authorized designee, who shall be the city's planning director, may deem appropriate in analysis of the proposed disposition.**

Not applicable - The Planning Department has no other issues it deems appropriate to analyze for this proposal.

CONCLUSION

In view of the forgoing, the proposed amendment to the catering and concession services management agreement is consistent with the criteria listed in Sec. 82-38 of the City Code. Additionally the amendment to the agreement is not expected to generate any negative impacts for the surrounding area, and the proposed agreement will support the use of the Convention Center which is a major economic engine for the City.

TRM/RAM

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Vacations/Lease Agreement - Carl Fisher Club House - Planning Analysis.doc](https://miamibeach-my.sharepoint.com/personal/rogeliomadan_miamibeachfl_gov/Documents/Documents/Documents/ROW%20Vacations/Lease%20Agreement%20-%20Carl%20Fisher%20Club%20House%20-%20Planning%20Analysis.doc)

**PLANNING BOARD RESOLUTION
LEASE AGREEMENT – CARL FISHER CLUB HOUSE**

APPROVAL OF THE PLANNING BOARD, BY A 4/7THS VOTE, PURSUANT TO CITY CHARTER SECTION 1.03(F), AND SECTION 118-51(11) OF THE CITY'S LAND DEVELOPMENT REGULATIONS, OF AMENDMENT NO. 3 TO THE CATERING AND CONCESSION SERVICES MANAGEMENT AGREEMENT, DATED JUNE 5, 2013, BETWEEN THE CITY AND SERVICE AMERICA CORPORATION D/B/A CENTERPLATE FOR CATERING CONCESSIONS AT THE MIAMI BEACH CONVENTION CENTER; SAID AMENDMENT (1) EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL FOUR (4) YEARS, ENDING ON SEPTEMBER 30, 2026; (2) RESTRUCTURING THE FINANCIAL TERMS OF THE AGREEMENT AND (3) EXPANDING THE SCOPE OF SERVICES OF THE AGREEMENT TO INCLUDE CATERING AND CONCESSION SERVICES FOR THE CARL FISHER CLUBHOUSE AND ANNEX BUILDING, LOCATED WITHIN THE 21ST STREET COMMUNITY CENTER COMPLEX, HAVING A STREET ADDRESS OF 2100 WASHINGTON AVENUE, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO 2020-109WG FOR FOOD AND BEVERAGE OPERATOR FOR THE CARL FISHER CLUBHOUSE.

WHEREAS, the City is the owner of the Miami Beach Convention Center (the "Convention Center" or "MBCC"), having approximately 491,651 square feet of exhibition space and five (5) ballrooms, located at 1901 Convention Center Drive; 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 Centerplate pursuant to the ITN; and

WHEREAS, the parties executed a Catering and Concession Services 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 Miami Beach Convention Center Project, 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 restructured the financial terms of the Agreement and extended the term for an additional two years, for a term expiring on September 30, 2022; and

WHEREAS, the Additional Investment in the Convention Center, referenced in Section 4.2 of the Agreement, in the amount of \$550,000, has been fully amortized as of the Effective Date of Amendment No. 3; and

WHEREAS, the City is also the owner of the two buildings located within the 21st Street Community Center Complex, having a street address of 2100 Washington Avenue, known as the Carl Fisher Clubhouse, having approximately 3,080 square feet of space, and a smaller building previously known as the Little Stage theater (the "Clubhouse Annex"), having approximately 2,295 square feet of space (collectively, the "Clubhouse Buildings"); and

WHEREAS, the City is in the process of completing renovations to the Clubhouse Buildings and repurposing them for use as dining and catering facilities; and

WHEREAS, on July 29, 2020, the Mayor and City Commission adopted Resolution No. 2020-31334, awarding the contract to Centerplate, as the sole responsive, responsible proposer, pursuant to Request for Proposals (RFP) 2020-109-WG Food and Beverage Operator at the Carl Fisher Clubhouse; and further referring the material terms of the Agreement to the Finance and Citywide Projects Committee (n/k/a Finance and Economic Resilience Committee ("FERC")); and

WHEREAS, on September 23, 2020, FERC discussed the material terms of the agreement in response to the RFP, proposing an amendment to the Agreement to include the scope of the RFP in the Agreement, and extending the term of the Agreement, so that the RFP services and the Convention Center food and beverage services would run concurrently; and

WHEREAS, Concessionaire shall be given possession of the Clubhouse Buildings as of (i) the date the City substantially completes the renovations at a particular Clubhouse Building, as evidenced from a Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy, whichever occurs first; and (ii) the City tenders the keys for the Clubhouse Buildings to Concessionaire (the "Possession Date"); and

WHEREAS, on March 17, 2021, the Mayor and City Commission referred Amendment No. 3 to the Agreement to the Planning Board (item C4 H); and

WHEREAS, on April 27, 2021, the Planning Board reviewed the referred amendment.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE PLANNING BOARD OF THE CITY OF MIAMI BEACH, FLORIDA, that approval by a 4/7ths vote is granted, pursuant to City Charter Section 1.03(f), and section 118-51(11) of the City's Land Development Regulations, of Amendment No. 3 to the Catering and Concession Services Management Agreement, dated June 5, 2013, between the City and Service America Corporation d/b/a Centerplate for Catering Concession Services at the Miami Beach Convention Center; said amendment (1) extending the term of the Agreement for an additional four (4) years, ending on September 30, 2026; (2) restructuring the financial terms of the Agreement and (3) expanding the scope of services of the Agreement to include catering and concession services for the Carl Fisher Clubhouse and Annex Building, located within the 21ST Street Community Center Complex, having a street address of 2100 Washington Avenue, pursuant to Request for Proposals (RFP) No. 2020-109WG for Food and Beverage Operator for the Carl Fisher Clubhouse.

PASSED and ADOPTED THIS ____ day of _____ 2021.

PLANNING BOARD OF THE
CITY OF MIAMI BEACH, FLORIDA

Rogelio A. Madan, AICP
Chief of Community Planning and Sustainability
For Chairman

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Rogelio A. Madan, AICP Chief of Community Planning and Sustainability of the City of Miami Beach, Florida, a Florida Municipal Corporation, on behalf of the corporation. He is personally known to me.

Notary:
Print Name:
Notary Public, State of Florida
My Commission Expires:
Commission Number:

Approved As To Form:
Legal Department ()