


# MIAMI BEACH

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

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Raul J. Aguila, City Attorney 

DATE: July 26, 2017

SUBJECT: **AGENDA ITEM R7Y (NORTH SHORE TENNIS CENTER PILOT PROGRAMMING AGREEMENT)**

Please substitute the attached Resolution and Agreement pages from those originally included in the City Commission Agenda that was printed on July 19, 2017.

The attached Resolution and substitute Agreement pages are consistent with the City Manager's recommendation that, if approved, the Agreement between the City and Van Daalen Tennis, LLC, for programming at the North Shore Tennis Center, **is for a one (1) year Pilot Agreement, with no renewal option.**

*Attachment  
Resolution  
Substituted pages for Van Daalen Tennis, LLC Management Agreement*

*RJA/mmm*

VAN DAALEN TENNIS, LLC.  
ONE (1) YEAR PILOT MANAGEMENT  
AGREEMENT TO PROVIDE  
PROGRAMMING AT THE CITY'S  
NORTH SHORE TENNIS CENTER

**ONE (1) YEAR PILOT MANAGEMENT AGREEMENT BETWEEN  
CITY OF MIAMI BEACH, FLORIDA AND VAN DAALEN TENNIS, LLC TO  
ADMINISTER TENNIS PROGRAMMING AT THE CITY'S NORTH SHORE TENNIS  
CENTER**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), between the **CITY OF MIAMI BEACH**, a municipal corporation of the State of Florida (hereinafter called "City"), having its principal address at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **VAN DAALEN TENNIS, LLC.**, a Florida limited liability company, having its principal offices at 15051 Royal Oaks Lane, Apt. 1604, North Miami, Florida 33181 (hereinafter called "CONTRACTOR").

**SECTION 1. TERM.**

- 1.1 This Agreement shall be for one year. The Agreement shall be deemed by the parties hereto to have commenced retroactively, as of TBD, (the "Commencement Date"), and shall terminate on TBD.
- 1.2 ~~The City shall have the right, at its sole option and discretion, and provided further that CONTRACTOR is in good standing under the Agreement, to renew this Agreement for two (2) additional one-year terms, by providing CONTRACTOR with at least ninety (90) days prior written notice of its intent to renew the Agreement.~~
- 1.3 **The fees to participate in CONTRACTOR'S tennis programs are set forth in Exhibit "A" hereto, which is incorporated herein by reference. Any changes to the approval fees shall require prior written approval of the City Manager, or his designee.**

**SECTION 2. CENTER WHERE PROGRAM OCCURS**

- 2.1 The City has employed the CONTRACTOR, and CONTRACTOR agrees, to manage tennis programming, at the following City-owned recreational facilities (hereinafter such recreational facilities may be referred to individually as a "Center" or collectively as the "Centers"):
  - 2.1.1 That certain City-owned recreational facility commonly known as the North Shore Tennis Center, located at 501 72 Street, Miami Beach, Florida 33141.

**SECTION 3. USE(S).**

The CONTRACTOR is hereby authorized to conduct the following kind(s) of businesses and provide the following kind(s) of services within the Centers, all at its sole cost and expense:

- 3.1 Public Tennis Facility.  
CONTRACTOR agrees it will use the Center solely for the operation of a first-class tennis programming facility. This use shall include the operation of the tennis courts and potential pro shop. CONTRACTOR'S services in connection with the uses set forth herein shall include those services proposed by CONTRACTOR, as attached and incorporated in Exhibit "A" hereto, and permitted Special Events (as defined in Section 17) related to such public tennis center activities; provided, however, that in the event of a conflict between Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall take precedence.

No other use, business, or services shall be conducted by CONTRACTOR at the Center without the prior written consent of the City Manager, or his designee.

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 (AS SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY 5/7<sup>TH</sup> VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND APPROVING, IN SUBSTANTIAL FORM, THE ATTACHED ONE (1) YEAR PILOT MANAGEMENT AGREEMENT BETWEEN THE CITY AND VAN DAALEN TENNIS, LLC FOR PROGRAMMING AT THE CITY'S NORTH SHORE TENNIS CENTER; SAID AGREEMENT HAVING AN INITIAL TERM OF ONE (1) YEAR, WITH THREE (3) RENEWAL OPTIONS OF ONE (1) YEAR EACH, SUBJECT TO FINAL NEGOTIATION OF THE AGREEMENT BY THE CITY ADMINISTRATION, AND SUBJECT TO LEGAL REVIEW AND FORM APPROVAL BY THE CITY ATTORNEY; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AGREEMENT.

**WHEREAS**, on April 26, 2017, City Commission referred the item regarding insourcing of North Shore Tennis to the Neighborhoods and Community Affairs Committee ("NCAC"), in light of several emails that Administration and Commission received regarding the teaching professionals at North Shore Tennis Center ("the Center"); and

**WHEREAS**, at the May 19, 2017 NCAC meeting, the Committee moved to refer the item to the Finance and Citywide Projects Committee ("FCWPC"), and directed staff to identify potential operating models, outlining their financial implications for consideration as part of the budgeting process; and

**WHEREAS**, in the essence of time, a special FCWPC meeting was noticed for June 5, 2017 and following direction from NCAC, Staff identified the outsourcing of programming and instruction and the insourcing of the Center's operations as a potential operating model (Exhibit B to the item); and

**WHEREAS**, in this model, the Center's hours of operation would be 7:30 a.m. to 9:30 p.m., 7 days a week, and the City would be responsible for the front desk, reservation and software system, money collection, maintenance of courts and overall facility and other tasks or duties as needed; and

**WHEREAS**, additionally, all membership and court fees would stay with City. Programming instruction would be contracted out through either Professional Service Agreements or Independent Contractor Agreements; and

**WHEREAS**, the FCWPC directed staff to implement this model and to work with the Office of Budget and Performance Improvement to allocate funding for positions and operating expenses; and

**WHEREAS**, in order to prevent the interruption of the current programming and instruction at the North Shore Tennis Center, the Administration recommends entering into a Pilot Management Agreement with Van Daalen Tennis, LLC for a period of one year beginning August 1, 2017 and after the one year pilot, the City will evaluate the performance of Van Daalen Tennis, LLC as it relates to customer satisfaction, revenue generated, program offerings and expenses incurred; and

**WHEREAS**, it is understood that if the City is dissatisfied with the performance, revenue or programming deliverables of Van Daalen Tennis, LLC after the pilot one year program, the City will terminate the Agreement and explore other options; and

**WHEREAS**, Martin Van Daalen (principal) has been working at the North Shore Tennis Center since 2015 serving as the Director of the Miami Beach Tennis Academy; and

**WHEREAS**, Mr. Van Daalen has many years of experience coaching players such as Pete Sampras, Mary Pierce and Jennifer Capriati and he is also the former coach of Men's Tennis for the USTA Player Development program and is the author of Teaching Tennis Volume 1; and

**WHEREAS**, at the request of the City Commission, on July 7, 2017, a draft coaching contract was provided to existing third party teaching professionals currently working at the North Shore Tennis Center by Van Daalen Tennis, LLC and the third party professionals were asked to review the contract and provide a response to the City by Monday, July 10, 2017; and

**WHEREAS**, and it is the determination of the City that the contract offered was fair, reasonable and comparable to tennis industry standards; and

**WHEREAS**, on July 14, 2017, the third party professionals stated that they were not interested in signing on due to the exclusivity clause, pertaining to only being allowed to instruct at the North Shore Tennis Center; and

**WHEREAS**, the City is still working to negotiate with the third party professionals with the understanding that if an agreement is not reached soon, they will have to cease operations at the North Shore Tennis Center effective August 1, 2017; and

**WHEREAS**, the City Manager recommends that the Mayor and City Commission waive the formal competitive bidding requirement, by a 5/7<sup>th</sup> vote, as permitted under Section 2-367(e) of the City Code, as being in the best interest of the City, and approve, in substantial form, the agreement with Van Daalen Tennis, LLC, incorporated herein by reference and attached to this Resolution as Exhibit "1".

**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 (as set forth in the City Commission Memorandum accompanying this Resolution) and waive, by 5/7<sup>th</sup> vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City; and approve, in substantial form, the attached one (1) year Pilot Management Agreement between the City and Van Daalen Tennis, LLC for programming at the City's North Shore Tennis Center; ~~said Agreement having an initial term of one (1) year, with three (3) renewal options of one (1) year each~~, subject to final negotiation of the Agreement by the City Administration, and subject to legal review and form approval by the City Attorney; and further authorize the Mayor and City Clerk to execute the final negotiated Agreement.

**PASSED and ADOPTED** this 26<sup>th</sup> day of July, 2017.

**ATTEST:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

\_\_\_\_\_  
Philip Levine, **APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

Philip Levine      7/20/17  
City Attorney      Date