

**AMENDMENT NO. 1 TO THE MIAMI BEACH TENNIS MANAGEMENT, LLC  
AGREEMENT TO PROVIDE PROFESSIONAL TENNIS MANAGEMENT AND  
OPERATIONS SERVICES AT THE CITY'S FLAMINGO TENNIS CENTER**

This Amendment No. 1 ("Amendment") to the Agreement, dated Sept. 27, 2017, by and between the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "City"), and Miami Beach Tennis Management, LLC, a Florida limited liability company, having its principal place of business at 19101 Mystic Pointe Drive, Apt. 2202, Aventura Florida 33180 ("CONTRACTOR"), is entered into this \_\_\_\_ day of Sept. 27, 2017, 2017, but shall be effective retroactively as of August 1, 2017 (Effective Date):

**RECITALS**

**WHEREAS**, on April 23, 2014, the Mayor and City Commission adopted Resolution Number 2014-28572, approving the award of Invitation to Bid ("ITB") No. 13-095-01 for professional management and operation services at the City's Flamingo and North Shore Tennis Centers; and

**WHEREAS**, on July 14, 2014, the City and CONTRACTOR executed the Miami Beach Tennis Management, LLC 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, as more particularly set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to amend the Agreement as follows:

**1. ABOVE RECITALS.**

The above recitals are true and correct and are incorporated as part of this Amendment.

**2. MODIFICATIONS.**

The Agreement is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

- (a) The Agreement is hereby amended to reflect the removal of the North Shore Tennis Center from the scope of the Agreement. As such, any reference in the Agreement to each of the Centers; the Flamingo Tennis Center and North Shore Tennis Centers, collectively, or to the Centers, shall be deemed to refer to the Flamingo Tennis Center only or to the Center, as applicable. Additionally, Exhibit A-2 (Site Map of North Shore Tennis Center) is hereby deleted in its entirety.

(b) Exhibit "J" is hereby deleted, in that, Exhibit "B" is the same exhibit.

(c) Subsection 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.1 The City has employed the CONTRACTOR, and CONTRACTOR agrees, to operate, manage and maintain, the following City-owned recreational facility (hereinafter such recreational facility may be referred to as the "Center"):

That certain City-owned recreational facility commonly known as the Flamingo Tennis Center, located at 1200 Meridian Avenue, Miami Beach, Florida 33139, together with all buildings, improvements and fixtures located thereon. The Center's premises are further delineated in Exhibit "A-1" (Site Map of Flamingo Tennis Center), attached hereto.

(d) Subsection 4.2.1 of the Agreement is hereby amended to read as follows:

4.2.1 Notwithstanding anything to the contrary in this sSubsection 4.2, the City shall, without limitation, withdraw or be paid from the established bank account, on the last work day of each month during the Term of this Agreement, the following amounts:

- 1) A minimum monthly guaranteed payment of ~~\$10,000~~ \$6,000 ("Minimum Guarantee" or "MG"); and
- 2) In addition to the Minimum Guarantee, within fifteen days from the last day of each month, the City shall be entitled to an additional monthly payment, based upon a percentage of the total Gross Revenues (as defined herein) as it cumulatively accrues during each fiscal year ("Fiscal Year Gross Revenues"), due upon the Fiscal Year Gross Revenues exceeding the threshold of ~~\$650,000~~ \$500,000 ("Percentage of Gross" or "PG"), as determined by the Fiscal year Gross Revenues accrued as of the last day of each month, as follows: a) a payment equal to 3% of Fiscal Year Gross Revenues when said Fiscal Year Gross Revenues exceed the total sum of ~~\$650,000~~ \$500,000, but are less than the total sum of ~~\$1,000,000~~ \$850,000; b) a payment equal to 4% of Fiscal Year Gross Revenues when said Fiscal Year Gross Revenues total at least ~~\$1,000,000~~ \$850,000 but are less than ~~\$1,250,000~~ \$1,000,000; c) a payment equal to 5% of Fiscal Year Gross Revenues, when said Fiscal year Gross Revenues total ~~\$1,250,000~~ at least \$1,000,000 but are less than \$1,550,000; or d) a payment equal to 6% of Fiscal Year Gross Revenues when said Fiscal Year Gross Revenues total \$1,550,000 or greater. Commencing October 1<sup>st</sup> of each fiscal year, Fiscal Year Gross Revenues reset to zero and start to accrue again for purposes of calculating PG.

CONTRACTOR'S right to make withdrawals of its management fee and payroll expenses from the City/CONTRACTOR account, as set forth in this subsection 4.2, shall be subject to the withdrawal rights of the City's payment, as set forth in subsection 4.2.1. CONTRACTOR shall not make any withdrawals from the City account for its management fee/officer's payroll expenses if such withdrawal would result in a balance in the City/CONTRACTOR account that is equal to or

less than the monthly amounts to which the City is entitled to withdraw pursuant to this subsection.

(e) Subsection 7.2 of the Agreement is hereby amended to read as follows:

7.2 Procedure If Ad Valorem Taxes Assessed. Notwithstanding Subsection 7.1, the parties agree that the operations contemplated herein are intended for public purposes and, therefore, no ad valorem taxes should be assessed by the Miami-Dade County Tax Appraiser. If, however, said taxes are assessed, City and CONTRACTOR agree that CONTRACTOR shall be responsible for real estate taxes which are assessed against the portion of the Center's premises, more particularly described in the attached Exhibit "A-1", which describes the portion of the Center's premises being managed by CONTRACTOR at the Flamingo Tennis Center, ~~and "A-2", which describes the portion of the Center's premises being managed by CONTRACTOR at the North Shore Tennis Center~~ (collectively referred to as the "CONTRACTOR's Area"). If the entire City folio, where the Flamingo Tennis Center ~~and/or the North Shore Tennis Center~~ is located, is assessed and the Miami-Dade County Tax Appraiser does not identify which portion of the City folio relates to the CONTRACTOR's Area, CONTRACTOR shall be responsible for its proportionate share, determined by dividing the square footage managed by CONTRACTOR, which has been depicted on Exhibit "A-1", by the square footage for the City folio where the Flamingo Tennis Center is located, ~~and with respect to the North Shore Tennis Center, by dividing the square footage managed by CONTRACTOR, which has been depicted on Exhibit "A-2", by the square footage for the City folio where the North Shore Tennis Center is located.~~

(f) Subsection 8.3 of the Agreement is hereby amended to read as follows:

8.3 The CONTRACTOR agrees that the Head Tennis Professionals who ~~are~~, is, as of the Commencement Date, identified as Howie Orlin, for the Flamingo Tennis Center, ~~and Julio Avila, for the North Shore Tennis Center~~, and all Teaching Assistants, including Third Party Professionals (as defined below), shall be certified Tennis Professionals by USPTA, USTA, or USPTR. The Head Tennis Professional, Center Managers, and Principal must demonstrate knowledge and experience in tennis instruction and related activities, facility management, tennis court maintenance and related activities, as well as, knowledge of the legal requirements that are involved in this type of operation. There must be onsite management by either the Principal, Head Tennis Professional, Tennis Director or equivalent at both Tennis Centers during operating hours.

(g) Subsection 8.5 of the Agreement is hereby amended to read as follows:

8.5 Living Wage Requirement.

Pursuant to Sections 2-407-2-410 of the Miami Beach City Code, as same may be amended from time to time, CONTRACTOR shall initially be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rate of:

- ~~\$11.28~~ \$11.62/hr with health benefits; or ~~\$12.92~~ \$13.31/hr without benefits.

- ~~\$11.28~~\$11.62/hr with health benefits; or ~~\$12.92~~\$13.31/hr without benefits.

Notwithstanding the preceding, the living wage rate and health care benefits rate may, by Resolution of the City Commission, be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics, in which case CONTRACTOR shall be required to pay its employees such adjusted Living Wage rate under this Agreement.

**CONTRACTOR'S failure to comply with this provision shall be deemed a material breach under this Agreement, entitling the City to terminate this Agreement immediately, without further liability to the City, and/or may further subject CONTRACTOR to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended.**

(h) Subsection 9.1 of the Agreement is hereby amended to read as follows:

9.1 The CONTRACTOR shall open and operate the Centers for play from 7:30 A.M. to ~~9:30~~ 10:00 P.M. ~~every day of the year~~ Monday through Friday and 7:30 A.M. to 9:00 P.M. Saturday and Sunday, with the exception of closures due to weather conditions or events of force majeure permitting, and certain holiday agreed upon by the CONTRACTOR and the City of which proper signage and notification to patrons must be adhered to.

(i) Subsection 9.3.1 is hereby amended to read as follows:

(i) 9.3.1 The CONTRACTOR acknowledges and agrees to prioritize utilization of courts for public usage by restricting lesson/clinic/programming courts not to exceed ~~four (4)~~ clay courts and one (1) hard court at the North Shore Tennis Center; and six (6) courts at the Flamingo Tennis Center, during peak hours of play (7:30 AM to 11:00 AM and 4:00 PM to 7:00 PM ~~for both Centers~~). Courts are not to be booked or reserved by the professional tennis instructors for lessons more than one (1) day in advance. The term lesson shall mean a unit of instruction on an individual or group basis for which payment is received by the CONTRACTOR in addition to the agreed upon court fees referenced in Exhibit "JB".

(k) Subsection 9.3.2 of the Agreement is hereby deleted in its entirety and replaced as follows:

9.3.2 Independent/Sub-contractors/Third Party Professional shall not be permitted at the Center. Independent/Sub-contractors/Third Party Professionals include but are not limited to a resident/nonresident:

1. Who teaches or gives tennis lessons for a fee independent of Contractor.
2. Who teaches on a court with a ball basket and with more than three balls with one or more players independent of Contractor.
3. Who collects money for instruction and/or lesson independent of Contractor.

Additional court usage for lessons, programs and clinics during non-peak hours shall be subject to the prior written approval of the City. At no time shall more than 50% of all courts be utilized for lessons, programs and clinics until 10 minutes after any non-peak hour and there are no tennis patrons waiting for a court, without the prior

written approval of the City. CONTRACTOR must use due diligence when assigning courts for open play and lessons to include: (a) alternating courts where lessons are taught to avoid overplaying a court or battery of courts and (b) separating open play courts from lesson courts to avoid injury. CONTRACTOR can allow for court reservations to be made on hour or half hour intervals as appropriate. Reservations for doubles play shall be for up to two (2) hours.

(l) Section 10.1 of the Agreement is hereby amended to read as follows:

10.1 Prices charged shall comply with the City's established fees for hourly tennis court play, annual permits, other specialized play and the youth tennis policy, and shall be in accordance with the information included in Exhibit "JB," attached hereto. Furthermore, CONTRACTOR agrees that annual memberships sold at the Flamingo Park Tennis Center will be valid for use at the Center and at the North Shore Tennis Center; however, annual memberships sold at the North Shore Tennis Center will only be valid for use at the North Shore Tennis Center.

(m) Subsection 11.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 11.5 Equipment.

The CONTRACTOR must provide and maintain, at its own cost and expense, all materials, labor, and any and all equipment required to operate the Centers. Such equipment to be included as part of the CONTRACTOR's expense are:

- (A) Blowers
- (B) Trimmers
- (C) Hot/Water/Pressure Washing
- (D) Trash cans with Rollers
- (E) Brooms and Pans
- (F) Rakes

The City has supplied each Tennis Center (North Shore and Flamingo) with equipment such as a Gilliberti, drag rakes and tines, line brushes, Aussie sweep mats, etc. that will be left for the CONTRACTOR at each center in "as is" condition. Any maintenance to such equipment or the replacement of the equipment shall be at the sole expense of the CONTRACTOR. An inventoried list of all equipment and quantities, identifying the equipment provided by the City upon Commencement Date of this Agreement and equipment to be purchased by CONTRACTOR is attached hereto as Exhibit "N", subject to periodic updates as the inventoried list changes. All equipment purchased for this Agreement shall be used by CONTRACTOR for performance of this Agreement and shall have a prominently displayed standardized logo to be approved the City. In the event any of the CONTRACTOR'S equipment or materials are lost, stolen, or damaged, they shall be replaced or repaired at the sole cost and expense of the CONTRACTOR in no more than five (5) days from date of loss, or if not possible, within such time frame, as promptly as reasonably possible, but in no event to exceed fifteen (15) days. The CONTRACTOR shall maintain, in accordance with the manufacturer's specifications and maintenance requirements, all equipment, whether City owned or owned by the CONTRACTOR, herein specified and purchased. All equipment shall be kept clean, fully functional and free of damage.

The City will credit Miami Beach Tennis Management in the amount of \$16,000.00 for equipment purchased by Miami Beach Tennis Management to operate and maintain the North Shore Tennis Center with the exception of the following:

Giliberti Tennis Cart  
Court Grooming Tools  
Court Umbrellas  
HD Security Camera System

- (n) Subsection 20.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

20.4 No Discrimination.

The CONTRACTOR agrees that there shall be no discrimination as to race, color, national origin, sex, age, disability, religion, income or family status, in its employment practices or in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation within the Center. All services offered at the Center shall be made available to the public, subject to the right of the CONTRACTOR and the City to establish and enforce rules and regulations to provide for the safety, orderly operation and security of the Center.

Additionally, CONTRACTOR shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

- (o) Section 24 of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 24. FLORIDA PUBLIC RECORDS LAW.

(A) Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:

- (1) Keep and maintain public records required by the City to perform the service;
- (2) Upon request from the City's custodian of public records, provide the City 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, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt 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 Agreement if the Contractor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**(C) REQUEST FOR RECORDS; NONCOMPLIANCE.**

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Contractor's failure to comply with the City's request for records shall constitute a breach of the Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

(3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

**(D) CIVIL ACTION.**

(1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

**(E) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH**  
**ATTENTION: CITY CLERK**  
**1700 CONVENTION CENTER DRIVE**  
**MIAMI BEACH, FLORIDA 33139**  
**E-MAIL: [RAFAELGRANADO@MIAMIBEACHFL.GOV](mailto:RAFAELGRANADO@MIAMIBEACHFL.GOV)**  
**PHONE: 305-673-7411**

**3. RATIFICATION.**

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

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FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

  
Rafael E. Granado, City Clerk

  
Philip Levine, Mayor

Date

10/4/17

FOR CONTRACTOR:

Miami Beach Tennis Management LLC


ATTEST:

By:

Secretary

Print Name

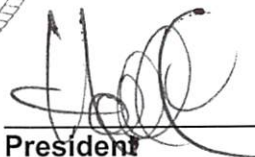
Date

  
Cindy Casanova  
9-27-17

President

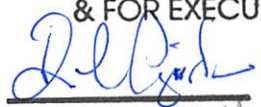
Print Name

Howard Orlin





APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney

Date

9/22/17

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

Date

City Attorney

**RESOLUTION NO. 2017-29935**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND MIAMI BEACH TENNIS MANAGEMENT, LLC FOR TENNIS MANAGEMENT AND OPERATIONS SERVICES AT THE CITY'S FLAMINGO AND NORTH SHORE TENNIS CENTERS; SAID AMENDMENT, IN MATERIAL PART, REMOVING THE NORTH SHORE PARK TENNIS CENTER FROM THE SCOPE OF SERVICES, INCLUDING A REDUCTION IN THE MINIMUM GUARANTY PAYMENTS DUE TO THE CITY, SUBJECT TO FINAL NEGOTIATION 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 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

**WHEREAS**, 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; 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 and 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 in addition to working with the current Contractor of the North Shore Tennis Center (Miami Beach Tennis Management) to amend their current management agreement in order to make them whole; and

**WHEREAS**, Miami Beach Tennis Management has been the Contractor for the City providing professional tennis management and operation services at the City's Flamingo and North Shore Tennis Centers since 2014; and

**WHEREAS**, after several negotiations with Miami Beach Tennis Management, the Parks and Recreation Departments recommends the following amendments to the current management agreement to take place August 1, 2017:

**SECTION 2. CENTERS TO BE MANAGED.**

Remove Section 2.1.2 specifying the North Shore Tennis Center.

**SECTION 4. FINANCIAL REQUIREMENTS.**

**Section 4.2.1**

- (1) Reducing the current minimum monthly guaranteed payment of \$10,000 to \$6,000.
- (2) Changing the additional monthly payments based on the percentage of the total Gross Revenues as it cumulatively accrues during each Fiscal Year from:
  1. 3% of gross in excess of \$650,000.00 to \$1,000,000.00
  2. 4% of gross in excess of \$1,000,000.00 to 1,250,000.00
  3. 5% of gross in excess of \$1,250,000.00 or greater

To:

1. 3% of gross in excess of \$500,000.00 to \$850,000.00
2. 4% of gross in excess of \$850,000.00 to 1,000,000.00
3. 5% of gross in excess of \$1,000,000.00 to \$1,550,000.00
4. 6% of gross in excess of \$1,550,000.00 and higher

**SECTION 9. HOURS OF OPERATION & COURT USAGE.**

Section 9.1 Adjusting the hours of operation at the Flamingo Park Tennis Center from:

7:30 AM to 9:30 PM every day of the year

To:

7:30 AM to 10:00 PM Monday through Friday  
7:30 AM to 9:00 PM Saturday and Sunday

Section 9.3.2 Revision of language to Third Party Professionals to include:

Independent/Sub-contractors/Third Party Professional shall not be permitted at the Center. Independent/Sub-contractors/Third Party Professionals include but are not limited to a resident/nonresident:

1. Who teaches or gives tennis lessons for a fee independent of Contractor.
2. Who teaches on a court with a ball basket and with more than three balls with one or more players independent of Contractor.
3. Who collects money for instruction and/or lesson independent of Contractor.

**SECTION 10. TENNIS FEES, CHARGES AND PROGRAMS & RELATED SERVICES TO BE PROVIDED.**

Section 10.1 Adjusting membership language to specify that memberships sold at the Flamingo Park Tennis Center will be for play at both Flamingo and North Shore Tennis Centers, while memberships sold at the North Shore Tennis Center will be solely for play at North Shore.

**SECTION 11. ALTERATIONS, MAINTENANCE, AND REPAIRS & SECURITY.**

Section 11.5 The City will credit Miami Beach Tennis Management in the amount of \$16,000.00 for equipment purchased by Miami Beach Tennis Management to operate and maintain the North Shore Tennis Center with the exception of the following:

Giliberti Tennis Cart  
Court Grooming Tools  
Court Umbrellas  
HD Security Camera System.

**WHEREAS**, the Administration recommends approving, in substantial form, Amendment No. 1 to the Agreement, incorporated herein by reference and attached at Exhibit "1" hereto, subject to final negotiations by the Administration and review and form approval by the City Attorney.

**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 approve, in substantial form, Amendment No. 1 to the Agreement between the City and Miami Beach Tennis Management, LLC for tennis management and operations services at the City's Flamingo and North Shore Tennis Centers; said amendment, in material part, removing the North Shore Park Tennis Center from the scope of services, including a reduction in the minimum guaranty payments due to the City, subject to final negotiation 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.

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

**ATTEST:**

RAFAEL E. GRANADO, CITY CLERK



PHILIP LEVINE, MAYOR

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

Del C. L.  
City Attorney

7/18/17  
Date