

RESOLUTION NO. \_\_\_\_\_

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 MAY 18, 2018 MEETING, TO APPROVE A TERM EXTENSION OF THE ONE YEAR PILOT AGREEMENT WITH VAN DAALEN TENNIS, LLC (CONTRACTOR) TO PROVIDE TENNIS PROGRAMMING AT THE MIAMI BEACH TENNIS CENTER, AS A RESULT OF CONSTRUCTION INTERRUPTION, TO A DATE THAT IS SIX (6) MONTHS FROM COMPLETION OF THE SCHEDULED CONSTRUCTION PROJECTS AT THE CENTER; AND TO APPROVE, IN SUBSTANTIAL FORM, AMENDMENT NO. 1 TO THE AGREEMENT; SAID AMENDMENT, IN MATERIAL PART: (1) ACKNOWLEDGING THE TERM EXTENSION AND CONTRACTOR'S CONTRIBUTION TO THE CITY'S EDUCATION COMPACT FUND, IN THE AMOUNT OF \$500.00; (2) UPDATING THE NAME OF THE CENTER TO REFLECT "MIAMI BEACH TENNIS CENTER"; AND (3) ADDING LANGUAGE: (I) ADDRESSING LIGHT FEES AND CLUB BASKETS; (II) ADDRESSING PAYMENT TO CONTRACTOR FOR THE CITY'S SUMMER SPORTS SPECIALTY CAMP; (III) UPDATING THE TENNIS SOFTWARE PROVIDER; AND (IV) PROVIDING THE CITY WITH UTILIZATION OF COURTS FOR CITY PRODUCED TENNIS RELATED SPECIAL EVENTS AND/OR CITY SPONSORED SPECIAL EVENTS, 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 AMENDMENT.

**WHEREAS**, on July 26, 2017, the Mayor and City Commission adopted Resolution Number 2017-29936, accepting the written recommendation of the City Manager and waiving, but 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, a one (1) year pilot agreement between the City and Van Daalen Tennis LLC for programming at the City's North Shore Tennis Center; and

**WHEREAS**, on August 30, 2017, the City and Van Daalen Tennis LLC ("Contractor") executed the one (1) year pilot agreement (the "Agreement") to provide tennis programming at the City's North Shore Tennis Center, now known as Miami Beach Tennis Center (the "Center"); and

**WHEREAS**, on April 11, 2018, the City Commission referred to the Finance and Citywide Projects Committee ("FCWPC") a discussion regarding a term extension of the Agreement to a date that is six (6) months from completion of the upcoming construction projects at the Center; and

**WHEREAS**, on April 11, 2018, the City Commission adopted Resolution No. 2018-30279, changing the name of the Center from North Shore Tennis Center to Miami Beach Tennis Center; and

**WHEREAS**, the construction projects for the Center, which include the installation of an enclosure, outside restrooms and a café, are estimated to be completed in June 2019 and are anticipated to cause business interruption to the Center; and

**WHEREAS**, the City and the contractor met and negotiated the following terms:

**A. Modification to Section 2: The Center**

2.1 Updating the name of the Center to "Miami Beach Tennis Center".

**B. Modification to Section 6.4: Public Benefits**

6.4.2 *Language added to:* require CONTRACTOR to provide two instructors, for the tennis summer sports specialty camp for one week, for a total of ten (10) hours, for the total fee of \$850.00.

**C. Modification to Section 7: Tennis Fees, Programs & Related Services to be Provided**

7.1 *Language added to:* require CONTRACTOR to comply with the City's established fees for hourly tennis court play, annual permits and other specialized play; require CONTRACTOR to provide a club basket available for use on a first-come first-served basis for members and resident nonmembers, for a fee of \$10.00 per hour for members, \$20.00 per hour plus court fees for resident nonmembers, and limiting usage of the club basket to no more than 2 players on a court; providing 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 time, the tennis user will be entitled to a reimbursement/pay-out/raincheck; however, if the play time exceeded 30 minutes, it will be at the discretion of the CONTRACTOR to offer a reimbursement/pay-out/raincheck; and that light fees will only be charged to nonmembers, with those purchasing memberships not being required to pay light fees.

7.6 *Computer software system language deleted and updated to:* reflect the City's current recreation software system, Rec Trac.

**D. Modification to Subsection 14.2 City Special Events**

*Language deleted and replaced with:* 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; with the City coordinating with CONTRACTOR to cooperatively produce such events, during the Center's operating hours; CONTRACTOR shall retain any income related to the special event and/or production as it pertains to food and beverage concessions, stringing and merchandise sales; with events possibly including use of: locker rooms, activity rooms and office space, umpire chairs, umbrellas, coolers, scoreboards, net-sticks and the like; and further providing that if negotiations between the City and the CONTRACTOR prove to be unsuccessful, the CONTRACTOR shall cease and desist operations during the term of, and in the area of, the special event and/or production; and

**WHEREAS**, the discussion of the Agreement extension and the proposed modifications to the Agreement was discussed at the May 2, 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 a term extension of six (6) months after the completion of the scheduled construction projects at the Miami Beach

Tennis Center for Van Daalen Tennis, LLC. to include the amendments made to the Agreement as discussed at our Board meeting; and

**WHEREAS**, since CONTRACTOR took over programming at the Center, both programming and merchandise revenues have seen a steady increase; and

**WHEREAS**, upon completion of all pending construction projects at the Center, CONTRACTOR will have an opportunity to operate the new, world-class facility for an additional six (6) months in order to mitigate the financial impacts of the construction interruption; and

**WHEREAS**, the Administration recommends approving, in substantial form, Amendment No. 1 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 the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee, at its May 18, 2018 meeting, to approve a term extension of the One Year Pilot Agreement with Van Daalen Tennis, LLC ("Contractor") to Provide Tennis Programming at the Miami Beach Tennis Center, as a result of construction interruption, to a date that is six (6) months from completion of the scheduled construction projects at the Center; and to approve, in substantial form, Amendment No. 1 to the Agreement; said amendment, in material part: (1) acknowledging the term extension and Contractor's contribution to the City's Education Compact Fund, in the amount of \$500.00; (2) updating the name of the Center to reflect "Miami Beach Tennis Center"; and (3) adding language: (I) addressing light fees and club baskets; (II) addressing payment to Contractor for the City's summer sports specialty camp; (III) updating the name of the tennis software provider; and (IV) providing the City with utilization of courts for City produced tennis related special events and/or City sponsored special events, 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 Amendment.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of June, 2018.

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Dan Gelber, Mayor

**ATTEST:**

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Rafael E. Granado, City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

Rafael E. Granado 5/29/18  
City Attorney Date