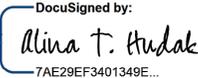


MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Alina T. Hudak, City Manager 

DATE: May 12, 2021

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AND WAIVING THE FORMAL COMPETITIVE BIDDING REQUIREMENT IN SECTION 2-367(E) OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING, BY 6/7TH VOTE, AMENDMENT NO. 3 TO THE CATERING AND CONCESSION SERVICES AGREEMENT, DATED JUNE 5, 2013, WITH SERVICE AMERICA CORPORATION D/B/A CENTERPLATE; SAID AMENDMENT: (1) EXPANDING THE SCOPE OF THE AGREEMENT TO INCLUDE THE FOOD AND BEVERAGE SERVICES FOR THE CARL FISHER CLUBHOUSE BUILDINGS, LOCATED WITHIN THE 21ST STREET COMMUNITY CENTER COMPLEX, AT 2100 WASHINGTON AVENUE; (2) APPROVING CENTERPLATE'S CAPITAL CONTRIBUTION, IN AN AMOUNT NOT TO EXCEED \$750,000, FOR THE CARL FISHER CLUBHOUSE BUILDINGS; (3) RESTRUCTURING THE FINANCIAL TERMS FOR THE CATERING AND CONCESSION OPERATIONS OF THE MIAMI BEACH CONVENTION CENTER AND CARL FISHER CLUBHOUSE BUILDINGS, BY REQUIRING THE CITY TO PAY A MANAGEMENT FEE OF 4% (INSTEAD OF 7%) OF GROSS RECEIPTS, AND REQUIRING CENTERPLATE TO PAY THE CITY 83% (INSTEAD OF 95%) OF THE NET OPERATING PROFITS; AND (4) EXTENDING THE TERM OF THE ENTIRE AGREEMENT FOR AN ADDITIONAL FOUR (4) YEAR PERIOD, EXPIRING ON SEPTEMBER 30, 2026; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 3.**

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the Resolution accepting the recommendation of the Finance and Economic Resiliency Committee to approve Amendment No. 3 to the Catering and Concession Services Agreement with Service America Corporation d/b/a Centerplate that includes the following amendments further detailed herein: (1) expanding the scope of the Catering and Concession Services Agreement to include the food and beverage services for the Carl Fisher Clubhouse buildings; (2) approving Centerplate's capital contribution of \$750,000 maximum for equipment, furnishings and improvements to the Carl Fisher Clubhouse buildings; (3) restructuring the financial terms of the Agreement requiring the City to pay Centerplate a management fee of 4% (instead of 7%) of gross receipts and requiring Centerplate to pay the city 83% (instead of 95%) of the net operating profits (see Attachment B); and (4) extending the term of the entire agreement

for an additional four (4) year period, expiring on September 30, 2026, to allow for amortization of the capital contribution.

BACKGROUND/HISTORY

On June 5, 2013, the City of Miami Beach and Service America Corporation d/b/a/ Centerplate (“Centerplate”) entered into a Catering and Concession Services Agreement for the Miami Beach Convention Center (“MBCC”), having an initial term of three (3) years, with two (2) one-year renewal terms, at the City’s option (the “Agreement”).

In order to ensure continuity of services for a full operational year, following the completion of the MBCC 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, as memorialized in Amendment No. 1 to the Agreement, with an effective date of July 1, 2016.

On September 12, 2018, the Mayor and City Commission adopted Resolution No. 2018-30507, approving Amendment No. 2 to the Agreement, executed on October 3, 2018, extending the term of the Agreement from September 30, 2020 to September 30, 2022, and modifying the management and fee structure of the Agreement. As consideration for the two-year extension, memorialized in Amendment No. 2, Centerplate made a capital investment of \$150,000 toward food service capital projects, in addition to the \$300,000 capital investment required in the Agreement at the time, and restructured the financial terms of the Agreement to provide for the City to receive 95% of the Net Operating Profits of the catering and concession operations at the MBCC. The goal of the modification to the financial terms 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 receive all profits for their services, to an agreement where the City and Centerplate are positioned as partners (financially and operationally) for increased success and overall flexibility in the relationship.

In 2019, the Administration sought to renovate the Carl Fisher Clubhouse and Clubhouse Annex (f/k/a Little Stage Theater) (collectively the “Carl Fisher Clubhouse” or “Carl Fisher Clubhouse buildings”) with the vision to make Collins Canal Park a center of (collectively the “Carl Fisher Clubhouse” or “Carl Fisher Clubhouse buildings”) with the vision to make Collins Canal Park a center of action with people from the neighborhood and tourists gathering for events and relaxation; and At its January 15, 2020, City Commission meeting, the Mayor and City Commission directed the City Administration to issue a solicitation for a Food and Beverage Operator (Restaurant Venue) at the Carl Fisher Clubhouse.

ANALYSIS

As directed by the City Commission, on January 28, 2020, the Administration issued Request for Proposals (the “RFP”) 2020-109-WG for a food and beverage operator at the Carl Fisher Clubhouse. The goal of the RFP was to seek 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 City marketed the RFP to various known and suggested restaurant and industry groups. The City held three site visits to accommodate requests from interested parties. Despite these efforts, on March 10, 2020, the City received a sole proposal from Centerplate in response to the RFP.

Input from the Finance and Economic Resiliency Committee

On July 29, 2020, the Mayor and City Commission adopted Resolution No. 2020-31334 authorizing negotiations with Centerplate and referring a discussion on the material terms of the Agreement to the Finance and Economic Resiliency Committee (FERC). On September 23, 2020, FERC discussed the material terms of the food and beverage provisions at the Carl Fisher Clubhouse buildings and other terms recommended by the Administration, including the following:

- incorporating the contractual agreement for food and beverage at the Carl Fisher Clubhouse buildings into the existing agreement with Centerplate at the Miami Beach Convention Center;
- restructuring the financial terms for both the Miami Beach Convention Center and the Carl Fisher Clubhouse buildings to reduce the City's management fee obligation and incentivize the concessionaire to promote and increase food and beverage sales at both facilities to achieve mutually desired profitability.

After input from the FERC and negotiations with Centerplate, the following are the proposed material terms of Amendment No. 3 to the Agreement with Centerplate.

1. **Management Fee paid by the City.** Under the current terms of the Agreement, Centerplate receives a monthly Management Fee equal to 7% of gross receipts. The management fee structure, while necessary for Centerplate's operation, does not incentivize the concessionaire to promote and increase food and beverage sales. It is recommended that the management fee be reduced from 7% to 4% of gross receipts. See Attachment B for details.
2. **Revenue Share retained by Centerplate.** Under the current terms of the Agreement, Centerplate retains 5% of the net revenue yielded from food and beverage sales. Again, it is believed that increasing the revenue share retained by Centerplate will incentivize the operator to promote and increase sales at both the Miami Beach Convention and Carl Fisher Clubhouse buildings through special events, dining promotions, Sunday brunches and other opportunities for increased sales. It is recommended that the revenue share to Centerplate be increased from 5% to 17% of net revenues. It is important to point out the as net revenue increases, the City's yield is also increases. See Attachment B for details.
3. **Capital Investment.** Centerplate will invest up to \$750,000 in capital improvements at the Carl Fisher Clubhouse buildings designed to outfit the facility and increase attractiveness, marketability to support a successful operation.
4. **Co-terminus dates for the Miami Beach Convention Center and the Carl Fisher buildings Agreements.** As the two venues are intricately tied, is not feasible for one agreement to survive or expire before the other. Therefore, it is proposed that the Amendment create a co-terminus expiration date of September 30, 2026 for both venues. There are no additional options incorporated to extend the Agreement beyond this date.
5. **Proforma – Financial Modeling.** 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 Clubhouse buildings' operations and food and beverage operations at MBCC.
6. **Emergency Catering Services.** City will be allowed to use the Carl Fisher Clubhouse buildings as a point of distribution for meals during emergency events, as well as furnish meals to emergency response personnel if requested by the City at an agreed to pricing.
7. **Public Benefit Program.** i) The City will have access to space with a specified "at cost" structure including no rental charges for City-sponsored event. ii) 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.
8. **Sustainability.** A comprehensive sustainability program will be instituted designed to reduce non-recyclable or compostable waste to a minimum.

- 9. 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.

After discussing the aforementioned items and proposed inclusions to the Amendment, on September 23, 2020, the FERC recommended that the Amendment be submitted to the City Commission for consideration.

Planning Board Approval

Pursuant to Section 1.03 (f) of the City Charter, management agreements for the operation of City-owned property of ten (10) years or longer require the approval, by a majority of 4/7th vote of all members of the Planning Board, and 6/7th vote of all members of the City Commission. Accordingly, on March 17, 2021, the Mayor and City Commission referred Amendment No. 3 to the Agreement to the Planning Board (item C4 H). The Planning Board met on April 27, 2021 and approved, by 4/7ths vote, pursuant to Section 1.03(f) of the City Charter, and Section 118-51(11) of the City's Land Development Regulations, Amendment No. 3 to the Agreement.

SUPPORTING SURVEY DATA

Not Applicable

FINANCIAL INFORMATION

Grant funding will not be utilized for this project.

CONCLUSION

The terms of the proposed Amendment No. 3 create a balanced approach to achieving a positive financial outcome and enhancing the quality of life for our community. Therefore, the City Manager recommends that the Mayor and City Commission waive, by 6/7th vote, the formal competitive bidding requirement in Section 1.03(f) of the City Charter, finding such waiver to be in the best interest of the City, and approve and authorize the Mayor and City Clerk to execute Amendment No. 3 to the Catering and Concession Services Agreement, dated June 5, 2013, with Service America Corporation d/b/a Centerplate; said amendment: (1) expanding the scope of the Agreement to include the food and beverage services for two City facilities (Carl Fisher Clubhouse buildings), located within the 21st Street Community Center Complex, having a street address of 2100 Washington Avenue, pursuant to Request For Proposals 2020-109-WG for Food and Beverage Operator (Restaurant Venue) at the Carl Fisher Clubhouse (the RFP); (2) approving Centerplate's capital contribution, in an amount not to exceed \$750,000, for the Carl Fisher Clubhouse buildings; (3) restructuring the financial terms for the catering and concession operations of the Miami Beach Convention Center and Carl Fisher Clubhouse buildings, by requiring the City to pay a Management Fee of 4% (instead of 7%) of gross receipts, and requiring Centerplate to pay the City 83% (instead of 95%) of the net operating profits; and (4) extending the term of the Agreement for an additional four (4) year period, expiring on September 30, 2026.

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Strategic Connection

Prosperity - Develop the Convention Center campus.

Legislative Tracking

Tourism and Cultural Development/Procurement

ATTACHMENTS:

Description

Attachment A

Resolution

Centerplate Amendment #3 Financial Structure Comparison

^{DS} ^{DS} ^{DS}
MM LG AD
MM/LGA/AD

**AMENDMENT NO. 3
TO
THE CATERING AND CONCESSIONS SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
SERVICE AMERICA CORPORATION D/B/A CENTERPLATE**

This Amendment No. 3 (“Amendment”) is made effective as of _____ (“Effective Date”), by and between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the “City”), and a Delaware corporation, **SERVICE AMERICA CORPORATION**, a Delaware corporation, d/b/a **CENTERPLATE**, whose address is 2187 Atlantic Street, Stamford, CT 06902 (“Concessionaire” or “Centerplate”), and hereby amends the Catering and Concessions Services Agreement, dated as of June 5, 2013, as amended by Amendment No. 1 and Amendment No. 2 (collectively, the “Agreement”), as follows:

RECITALS

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 an agreement, dated June 5, 2013, 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, memorialized in Amendment No. 1 to the Agreement, with an effective date of July 1, 2016; 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

EXHIBIT “A”

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 Building to Concessionaire (the “Possession Date”); and

WHEREAS, on _____, the Mayor and City Commission adopted Resolution No. _____, accepting the written recommendation of the City Manager, and waiving, by 5/7th vote, the formal competitive bidding requirement of Section 2-367(e) of the City Code, finding such waiver to be in the best interest of the City, and approving Amendment No. 3 to the Agreement; said amendment: (1) extending the term of the Agreement for an additional four (4) years, ending on September 30, 2026; (2) expanding the scope of services of the Agreement to include catering and concession services for the Clubhouse Buildings; (3) restructuring the financial terms of the Agreement; and (4) approving Centerplate’s capital contribution, in an amount not to exceed \$750,000, for the Clubhouse Buildings.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. The aforesaid recitals are true and correct and incorporated by reference herein.
2. Unless otherwise expressly stated herein, all capitalized terms shall have the respective meanings ascribed in the Agreement.
3. The first paragraph of the “Background” section of the Agreement, on Page 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

The City is the owner of the Miami Beach Convention Center (the “Convention Center”), located at 1901 Convention Center Drive, including the adjacent grounds and marshalling areas,

excluding the adjacent parking lots. Additionally, the City owns the Carl Fisher Clubhouse, having approximately 3,080 square feet of space, and the Clubhouse Annex, having approximately 2,295 square feet of space (collectively, the "Clubhouse Buildings"), located at 2100 Washington Avenue, including the non-exclusive use of certain Outdoor Concession Areas, as more particularly depicted in Exhibit "2". The Clubhouse Annex shall offer Restaurant Services (as defined in Section 1(ff)), and developed as a Rum Room motif, with the Carl Fisher Clubhouse providing support and additional seating areas, pursuant to the Scope of Services for the Clubhouse Buildings, incorporated herein by reference and attached hereto as Exhibit "3". The Convention Center, the Carl Fisher Clubhouse and the Clubhouse Annex shall be operated by Global Spectrum, L.P. d/b/a Spectra Venue Management (the "Convention Center Manager"), pursuant to Spectra's Management agreement with the City (the "Spectra Management Agreement"). The City reserves the right to contract with a third party, or itself assume, the responsibilities of the Convention Center Manager, in the event the Spectra Management Agreement expires or is terminated.

4. The definition of "Facility" in Section 1(o) is hereby deleted, in its entirety, and replaced with the following:

"Facility" shall collectively refer to the Convention Center, the Carl Fisher Clubhouse and the Clubhouse Annex, unless referred to by their individual name.

5. The definition of "Food and Beverage Items" in Section 1(r) shall include a new sentence at the end of that section that states as follows:

Additionally, the Clubhouse Annex shall operate as a full service restaurant, offering Food and Beverage Items, as more particularly set forth in Exhibit "3-1", for dining in, take out, or, at Concessionaire's option, delivery services.

6. The definition of "Services" in Section 1(ff) shall include a new sentence at the end of that section that states as follows:

Additionally, the Annex shall continuously operate as a full service restaurant ("Restaurant Services"), with the Carl Fisher Clubhouse providing Ancillary Restaurant Services pursuant to the Scope of Services for the Clubhouse Buildings described in Exhibit "3".

7. The following new paragraph shall be added to the definition of "Quality Operating Standard" in Section 1(y):

Additionally, Concessionaire shall comply with any COVID-19 guidelines implemented by the federal government, the State of Florida, including the State Department CDC guidelines, and City of Miami Beach, Florida requirements, as may be changed from time to time ("Governmental COVID-19 Requirements"). Moreover, the City, under this Agreement, may require additional, more restrictive requirements, subject to modification from time to time by the City, upon written notice to Concessionaire. As of the Effective Date of this Amendment, and in addition to any Governmental COVID-19 Requirements, Concessionaire shall comply with the City's COVID-19 Guidelines, incorporated herein by reference and attached hereto as Exhibit "4".

8. The definition of "Net Operating Profits" is hereby amended as follows:

"Net Operating Profits" shall be calculated by subtracting the Operating Expenses from the total Gross Receipts. The Operating Expenses shall mean the out-of-pocket costs incurred and paid by Concessionaire pursuant to this Agreement and the Annual Operating Budget (as defined herein), and shall consist of, the actual expense of the ~~f~~Food and ~~b~~Beverage ~~product~~ Items, on-site direct payroll, payroll taxes, fringe benefits, depreciation and amortization of the Additional Investment (including Centerplate's Additional Investment made in Amendment No. 1), costs paid to service providers and other expenses directly related to providing ~~catering and food and beverage s~~Services at the Facility, repair and maintenance, cleaning, credit card fees (net of discounts or fees received from credit card or debit card providers), office supplies, insurance, contractual reserves required pursuant to the Agreement, including the Marketing Reserve Fund, ~~Capital~~ Equipment Replacement Reserve Fund, and the Management Fee.

9. A new Section 3.3 is hereby added, as follows:

3.3 **TERMINATION FOR CONVENIENCE OF THE CITY**

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONCESSIONAIRE OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN NINETY (90) DAYS FOLLOWING RECEIPT BY THE CONCESSIONAIRE OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO CONSULTANT, MAY IMMEDIATELY SUSPEND THE SERVICES AT THE FACILITY UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, ALL PROVISIONS OF THE AGREEMENT SHALL APPLY AS IF THE AGREEMENT HAD EXPIRED ON THE TERMINATION DATE AND CONCESSIONAIRE SHALL IMMEDIATELY REMOVE ITS PROPERTY FROM THE FACILITY; PURSUANT TO SECTION 9.5(C), DELIVER TO THE CITY THE SERVICE AREAS AND ALL PROPERTY THEREON BELONGING TO THE CITY INCLUDING THE FACILITY GOODS, AND SHALL OTHERWISE SURRENDER POSSESSION OF THE FACILITY TO THE CITY. UPON RECEIPT OF THE NOTICE OF TERMINATION, CONCESSIONAIRE SHALL CEASE MAKING NEW ADDITIONAL INVESTMENTS EXPENDITURES OR OTHER EXPENDITURES FROM THE EQUIPMENT REPLACEMENT FUND OR MARKETING RESERVE FUND. UPON SUCH TERMINATION, CONCESSIONAIRE AND THE CITY SHALL RECEIVE THE PAYMENTS THAT THEY ARE ENTITLED UNDER THE AGREEMENT THROUGH THE EFFECTIVE DATE OF TERMINATION, PURSUANT TO SECTION 9.5 (B), FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT. THE CITY RESERVES THE RIGHT TO EXERCISE ANY AND ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY.

10. Section 4.2 is hereby deleted in its entirety and replaced with the following:

4.2 Additional Capital Investment.

(a) Additional Investment for the Convention Center. Concessionaire shall directly invest \$400,000 ("Additional Investment") toward food service capital projects ("Additional Investment Expenditures"), with the nature and scope of such Additional Investment Expenditures to be made by mutual agreement of the parties. Concessionaire shall procure up to twenty-five percent (25%) of the Additional Investment (\$100,000.00) within fifteen (15) days after the parties agree to such items. Concessionaire shall directly invest the remaining balance of the Additional Investment, in the amount of \$300,000.00, carried over as of October 1, 2018, plus an additional sum of \$150,000, as part of the Additional Investment Expenditures for the Convention Center, with the nature and scope of such Convention Center Additional Investment Expenditures to be made by mutual written agreement of the parties. All of the Additional Investment Expenditures in the Convention Center have been fully amortized as of the Effective Date of Amendment No. 3.

(b) Additional Investment for the Clubhouse Buildings. Centerplate shall directly invest an amount not to exceed \$750,000, as part of the Additional Investment in the initial infrastructure of the Clubhouse Buildings, conceptually based upon the budget incorporated herein by reference and attached hereto as Exhibit "5", with the nature and scope of the Additional Investment Expenditures for the Clubhouse Buildings to be made by mutual written agreement of the parties. The approved Additional Investment Expenditures relating to each Clubhouse Buildings shall be procured within one hundred eighty (180) days from the Possession Date for each corresponding Clubhouse Building. The City Manager or City Manager's designee shall be authorized to approve, in writing, the Additional Investment Expenditures for the Clubhouse Buildings including, without limitation, the proposed themes, décor and construction materials for the Clubhouse Buildings.

11. Section 4.3 (a) is hereby amended as follows:

4.3 Amortization Schedule/Title.

(a) Amortization Schedule. All Additional Investment Expenditures shall be amortized and/or depreciated pursuant to Generally Accepted Accounting Principles and shall be amortized and/or depreciated over a five-year schedule, on a straight-line basis, commencing on the date of expenditure or date of installation, whichever is last in time; however, in any case, no later than one hundred eighty (180) days from the Possession Date. In connection with the expenditure of any portion of the approved Additional Investment Expenditures, Centerplate shall provide the City, on a quarterly basis, with the corresponding amortization schedule.

12. Section 5.3 is hereby deleted in its entirety and replaced with the following:

5.3 Fee Structure.

(a) Management Fee. Centerplate shall receive a monthly Management Fee equal to four percent (4%) of monthly Gross Receipts, payable within fifteen (15) days from the end of each month.

(b) Profit Sharing. The Net Operating Profit shall be distributed to the City and Centerplate monthly, unless otherwise agreed to by the City and Centerplate in writing. The City shall receive eighty-three percent (83%) of the monthly Net Operating Profit, plus applicable sales tax, and Centerplate shall receive seventeen percent (17%) of the monthly Net Operating Profit. The monthly Net Operating Profit payments shall be payable within fifteen (15) days from the end

of each month. Centerplate shall not be entitled to any compensation under this Agreement, except for the monthly Management Fee and 17% of the monthly Net Operating Profit, if any.

13. The definition of the "Equipment Replacement Reserve Fund" as set forth in paragraph 12 of Amendment No. 2 is hereby numbered Section 5.5 (previously was the Section titled "Capital Reserve Fund", which was deleted in Amendment No. 1) and restated herein as follows:

5.5 Equipment Replacement Reserve Fund. Beginning on September 1, 2018, and continuing on an annual basis thereafter, one percent (1%) of Gross Receipts shall be contributed to the Equipment Replacement Reserve Fund. The Equipment Replacement Reserve Fund shall be used by Centerplate to purchase, repair, replace, or update equipment required by Centerplate. Centerplate will present desired expenditures to the City for approval. Unused amounts in the Equipment Replacement Reserve Fund shall be carried forward from year to year. Any funds remaining in the Equipment Replacement Reserve Fund at the end of the Renewal Term shall be paid to the City.

14. A new subsection 6.2(f)(12) is hereby added as follows:

(12) Governmental COVID-19 Requirements and City's COVID-19 Guidelines

15. The following new sentence shall be added to the end of Section 6.1(p) (Green Initiatives):

Concessionaire shall use best efforts to utilize 100% reusable wares, in connection with the containment, delivery, display, consumption and retrieval of all items used for the purpose of providing Restaurant Services at the Clubhouse Buildings. Reusable wares shall include, but are not limited to, tableware, serving dishes/containers, condiments, plates, bowls, hot and cold cups, and flatware. Notwithstanding the foregoing, Concessionaires will be permitted to use napkins made from recycled materials and wooden coffee stirrers. This reusable ware requirement shall not apply to take-out Food and Beverage Items, or when the client specifically requests not to use reusable wares, in which case Concessionaire shall provide compostable, biodegradable, and/or recycled service items.

16. The following new sentence shall be added to the beginning of Section 6.7 (Sales Tax Payments):

Concessionaire shall be responsible for paying any sales tax obligations relating to its operations at the Facility.

17. A new subsection (h) to Section 9.1 (Concessionaire's Defaults) is hereby added as follows:

(h) Except as to permitted closures, as set forth in Exhibit "3", Concessionaire's failure to continuously, actively, and diligently operate the Clubhouse Buildings, during such hours and upon such days as set forth In Exhibit "3".

18. Subsection (a)(i) of Section 9.2 (City's Remedies) is hereby modified as follows:

(i) In connection with a default relating to Concessionaire's operations at the Convention Center solely, or relating to the operations at the Convention Center and one or both

of the Clubhouse Buildings, ~~T~~the City may terminate this Agreement by written notice to Concessionaire, in which case this Agreement shall terminate and Concessionaire shall immediately remove its property from the Facility; shall, subject to Section 9.5, deliver to the City the Service Areas and all property thereon belonging to the City, including the Facility Goods; and shall otherwise surrender possession of the Facility to City. In the event that the default relates to the Carl Fisher Clubhouse or the Clubhouse Annex, the foregoing termination rights shall apply to the Clubhouse Buildings collectively, and not the Convention Center, leaving the Convention Center as a Facility within the scope of the Agreement. Upon termination, the City shall be entitled to recover from Concessionaire any and all amounts that Concessionaire is required to pay under this Agreement through the date of termination.

19. Section 9.5 (a) and (b) are hereby deleted in their entirety and replaced with the following:

(a) Amortization.

Any amortization provided in Section 4 shall be subject to the amortization periods in Section 4.3. If, upon termination or expiration of the Agreement, Concessionaire's amortization periods, as set forth in Section 4.3(a), has not expired, then Concessionaire shall receive a credit, as part of the amounts owed from the City to Concessionaire in the accounting required in subsection (b) herein, equal to the pro-rated amount of any unamortized portion of the Additional Investment Expenditures, pro-rated for the period of the time remaining in the amortization period.

(b) Final Accounting. Concessionaire shall deliver to the City, within thirty (30) days after the date of expiration or termination of the Agreement, a final accounting setting forth all sums due and owing to the City including, without limitation, from the Equipment Replacement Fund or Marketing Reserve Fund. The City shall have thirty (30) days to object to the final accounting or amended final accounting, as applicable and to request additional backup information, as needed; otherwise, the final accounting, shall be deemed accepted by the City. Any sums due and owing to the City shall be paid within (15) days from the acceptance of the final accounting by the City. Any sums due and owing to Concessionaire shall be paid within fifteen (15) days from the occurrence of both of these events: (i) the acceptance of the final accounting by the City; and (ii) Concessionaire's compliance with the requirements of subsection (c) herein.

20. Section 10.1 (Use of Facility at Direction of City) is hereby amended as follows:

10.1 Use of Facility at Direction of City. The City shall have the right to use the Facility or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as meetings, seminars, training classes or other uses without the payment of any rental or use fee ~~(or at a reduced fee)~~, except that direct out-of-pocket expenses incurred in connection with such uses shall be paid promptly by the City. Notwithstanding the foregoing, the City shall not so schedule use of the Facility if such use will conflict with Events of Concessionaire and shall in all instances be subordinate thereto in terms of priority of use of the Facility. With respect to the City's use of the Clubhouse Buildings and Outdoor Concession Area, other than pre-scheduled Global Bookings (as defined in Exhibit "3"), the City's use shall take priority over the Restaurant Services use.

21. Section 10.6 (Force Majeure) is hereby deleted in its entirety and replaced with the following:

10.6 Force Majeure.

(a) A “Force Majeure” event is an event that (i) in fact causes a delay in the performance of the Concessionaire or the City’s obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(b) If the City or Concessionaire’s performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(c) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(d) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(e) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City’s payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party’s performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written

notice to Concessionaire of such termination. If the Agreement is terminated pursuant to this section, Concessionaire shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

22. Section 10.16 is hereby deleted in its entirety and replaced with the following:

10.16 Concessionaire's Compliance with Florida Public Records Law.

- (a) Concessionaire 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 Concessionaire meets the definition of "Contractor" as defined in Section 119.0701(1)(a), Concessionaire shall:
 - (i) Keep and maintain public records required by the City to perform the service;
 - (ii) 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;
 - (iii) 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 Concessionaire does not transfer the records to the City;
 - (iv) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Concessionaire or keep and maintain public records required by the City to perform the service. If Concessionaire transfers all public records to the City upon completion of the Agreement, Concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Concessionaire keeps and maintains public records upon completion of the Agreement, Concessionaire 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.
- (d) REQUEST FOR RECORDS; NONCOMPLIANCE.
 - (i) 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 Concessionaire of the request, and Concessionaire must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (ii) Concessionaire's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1)

unilaterally terminate the Agreement, following written notice to Concessionaire, pursuant to the notice provisions of the Agreement, and Concessionaire failing to comply with the Public Records Request within eight (8) business days; (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.

(iii) If Concessionaire fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(e) CIVIL ACTION.

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

(1) The court determines that Concessionaire unlawfully refused to comply with the public records request within a reasonable time; and

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

(ii) A notice complies with subparagraph (i)(2) if it is sent to the City's custodian of public records and to Concessionaire at Concessionaire's address listed on its contract with the City or to Concessionaire's registered agent. Such notices must be sent by common carrier delivery service or by registered, Concessionaire 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.

(iii) If Concessionaire complies with a public records request within 8 business days after the notice is sent, Concessionaire shall not be liable for the reasonable costs of enforcement.

(f) **IF CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH

ATTENTION: RAFAEL E. GRANADO, CITY CLERK

1700 CONVENTION CENTER DRIVE

MIAMI BEACH, FLORIDA 33139

E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV

PHONE: 305-673-7411

23. The following new paragraph is hereby added to the end of Section 10.17:

Additionally, the City reserves the right to execute exclusive product agreements and/or sponsorship agreements with third parties from time to time. Concessionaire agrees to be subject

to the terms and conditions of those agreements, even if executed after the date of this Agreement.

24. Section 10.18 is hereby amended as follows:

10.18 Use of the Facilities/CMB "Brand". ~~The primary~~ Part of the purpose of this Agreement is for provision of food and beverage services for the Miami Beach Convention Center. Concessionaire shall not, under any circumstance use and/or otherwise exploit the logo, trademark, identity, and overall "brand" of MBCC and/or the City, without the prior written consent of the City Manager, which consent, if given at all, shall be at the Manger's sole discretion and judgment.

25. A new Section 10.19 is hereby added, as follows:

10.19 Prohibitions Regarding Sale or Use of Expanded Polystyrene Food Service Articles, Single Use Plastic Beverage Straws, and Single-Use Plastic Stirrers.

(a) Concessionaire hereby agrees and acknowledges that, pursuant to Section 82-7 of the City Code, as may be amended from time to time, Concessionaire shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles (as defined in City Code Section 82-7) in City facilities or on City property, in connection with any services performed pursuant to this Agreement. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Concessionaire.

(b) Additionally, Concessionaire agrees and acknowledges that, pursuant to Section 82-8 of the City Code, as may be amended from time to time, Concessionaire shall not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers (as defined in City Code Section 82-8) in City facilities or on City property, in connection with any services performed pursuant to this Agreement. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, the requirements of Section 82-8 shall not restrict Concessionaire from providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

(c) Additionally, Concessionaire agrees to comply with Section 46-92(c) of the City Code, which provides that it is unlawful for any person to carry any expanded polystyrene product, single-use plastic beverage straw, or single-use plastic stirrer onto any beach or park within the City, or onto any city marina, pier, dock, or boat ramp. It is also unlawful for any business to provide single-use plastic beverage straws or single-use plastic stirrers with the service or delivery of any beverage to patrons on any beach within the City. Notwithstanding the above, the provisions in Section 46-92(c) that pertain to single-use plastic beverage straws and single-use plastic stirrers shall not apply to a person or patron with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

(d) As additional consideration for this Agreement, independent of the requirements set forth in Sections 82-7, 82-8 and 46-92(c) of the City Code, Concessionaire agrees:

(i) not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in any Facility. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Concessionaire; and

(ii) not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers in any Facility. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, Concessionaire shall be permitted to provide a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer; and

(iii) not carry any expanded polystyrene product, single-use plastic beverage straw, or single-use plastic stirrer onto any beach or park within the City, or onto any city marina, pier, dock, or boat ramp.

26. A new Section 10.20 is hereby added, as follows:

10.20 No Discrimination.

(a) In connection with the performance of the Services, Concessionaire shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

(b) Additionally, Concessionaire 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.

27. A new Section 10.21 is hereby added, as follows:

10.21 Inspector General Audit Rights.

(a) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(b) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses,

administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Concessionaire, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(c) Upon ten (10) days written notice to the Concessionaire, the Concessionaire shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Concessionaire its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(d) The Inspector General shall have the right to inspect and copy all documents and records in the Concessionaire's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(e) The Concessionaire shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Concessionaire shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. The Concessionaire shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(f) The provisions in this section shall apply to the Concessionaire, its officers, agents, employees, subcontractors and suppliers. The Concessionaire shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Concessionaire in connection with the performance of this Agreement.

(g) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Concessionaire or third parties.

28. A new Section 10.22 is hereby added, as follows:

10.22 E-Verify

(a) Concessionaire shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Concessionaire shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Concessionaire shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Concessionaire enters into a contract with an approved subcontractor, the subcontractor must provide the Concessionaire with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Concessionaire shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(b) Termination Rights.

(i) If the City has a good faith belief that Concessionaire has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Concessionaire for cause, and City shall thereafter have or owe no further obligation or liability to Concessionaire.

(ii) If the City has a good faith belief that a subcontractor has knowingly violated Section (a), but the Concessionaire otherwise complied with such section, the City will promptly notify the Concessionaire and order the Concessionaire to immediately terminate the Agreement with the subcontractor. Concessionaire's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Concessionaire's contract for cause.

(c) A contract terminated under the foregoing Subsections (b)(i) or (b)(ii) is not in breach of contract and may not be considered as such.

(d) The City or Concessionaire or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsections (b)(i) or (b)(ii) no later than 20 calendar days after the date on which the contract was terminated.

(e) If the City terminates the Agreement with Concessionaire under the foregoing Subsection (b)(i), Concessionaire may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(f) Concessionaire is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this section.

12. Except as expressly set forth in this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect. If there is any inconsistency between the provisions of this Amendment or the Agreement, the provisions of this Amendment shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto affixed their corporate seals attested by the hand(s) of their proper officer(s) duly authorized in that behalf.

ATTEST:

CITY OF MIAMI BEACH FLORIDA

Rafael E. Granado, City Clerk

By: _____
Dan Gelber, Mayor

Date: _____

ATTEST:

**SERVICE AMERICA CORPORATION
d/b/a CENTERPLATE**

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

I/We have the authority to bind the corporation

EXHIBIT "2"

Clubhouse Buildings Site Plan

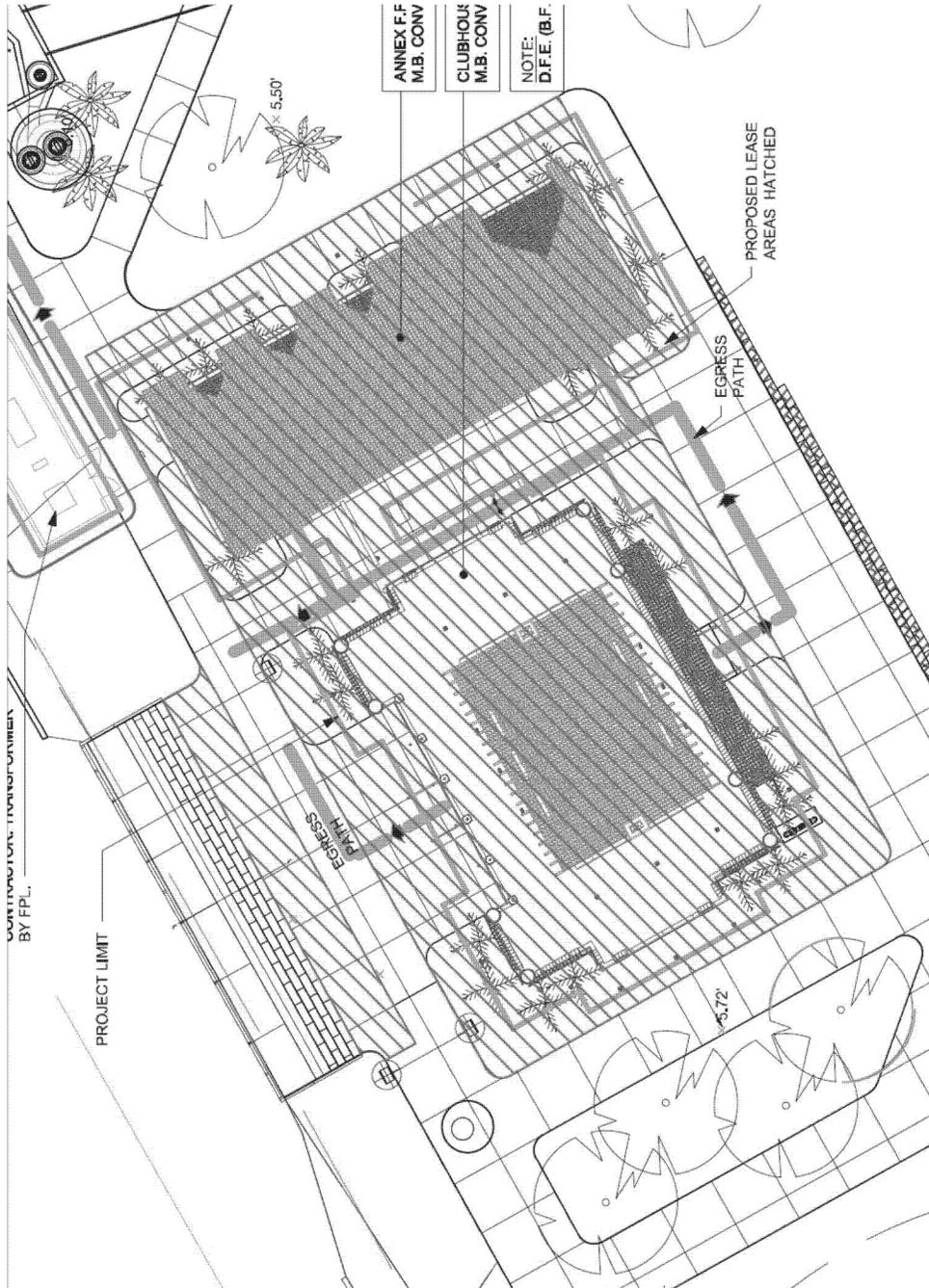


Exhibit "3"

Scope of Services for Clubhouse Buildings

A. Clubhouse Annex:

1. 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.

2. Restaurant Services shall include providing the Food and Beverage Items set forth in the Clubhouse Annex Menu attached hereto as Exhibit 3-1. 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.

- B. 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:

- Carl Fisher Clubhouse 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)

- C. Concessionaire agrees to provide the minimum level of Public Benefits delineated in the attached Exhibit 3-2 in connection with the use of the Clubhouse Buildings during the Term of the Agreement.
- D. No office space shall be provided for Concessionaire in the Clubhouse buildings.
- E. 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.

EXHIBIT "3-1"
CLUBHOUSE ANNEX MENU



| TAPAS |

GRILLED TOMATO BREAD (v) 8

Grilled Spanish bread, crushed tomatoes, roasted garlic, extra virgin olive oil, Spanish sea salt

SERRANO HAM + MANCHEGO CHEESE PLATE 14

Thinly sliced Spanish white pork aged 18 months, sliced queso manchego, Marcona almonds, membrillo paste, pimento stuffed olives, flatbread crackers

CHORIZO + CALABRESE CHEESE PLATE 14

Sliced chorizo sausage, queso calabrese, Valencia orange marmalade, pickled peppers, figs, Spanish bread toast points

SHISHITO PEPPERS (v, GF) 9

Blistered shishito peppers, romesco sauce, toasted pine nuts, shaved manchego cheese

HAM CROQUETAS 7

Breaded and fried ham croquettes, lemon aioli

POTATO CROQUETAS (v) 7

Breaded and fried potato croquettes, saffron aioli

CHORIZO TOAST 9

Sliced chorizo sausage, fava bean pesto, beurre blanc drizzle, paprika

CHURROS CON CHOCOLATE 8

Traditional fried dough, chocolate sauce, dulce de leche



RUM
COCKTAILS

AGRICOLE RHUM COOLER

White Rhum Agricole, guava nectar, lime juice, simple syrup, club soda, Angostura bitters

CLASSIC MOJITO

White rum, muddled fresh mint, lime juice, simple syrup, club soda

PASSION COCONUT CREAM

Dark rum, cream of coconut, passion fruit nectar, orange juice

THE BITTERSWEET

Dark rum, lime juice, falernum, teapot bitters

NOT RUM
COCKTAILS

PINEAPPLE COCONUT SPRITZ

Cava, pineapple juice, coconut water, simple syrup

CLEMENTINE CORDIAL

Cava, Lillet, Dry Curacao, lemon juice, clementine juice, honey syrup, orange bitters

ROSE NEGRO

Vodka, cava rose, blackberry preserves, meyer lemon juice

SMOKED BURRO

Mezcal, guanabana juice, lime juice, ginger beer

Beverage prices for cocktails, spirits, beer, wine and non-alcoholic drinks will be competitive with area restaurants.



| RUM LIST |

MIAMI CLUB RUM MIAMI, FL

BIG CYPRESS DISTILLERY MIAMI, FL

SOUTH FLORIDA DISTILLERS MIAMI, FL

KW LEGAL RUM CHEF DISTILLED KEY WEST, FL

KEY WEST DISTILLERY KEY WEST, FL

ST. AUGUSTINE DISTILLERY ST. AUGUSTINE, FL

OLD ST. PETE DISTILLERY ST. PETERSBURG, FL

ST. PETERSBURG DISTILLERY ST. PETERSBURG, FL

TIMBER CREEK DISTILLING CRESTVIEW, FL

WICKED DOLPHIN CAPE CORAL, FL

DOVE TALE RUM PUERTO RICO

DON Q PUERTO RICO

FLOR DE CANA RUM NICARAGUA

CANA BRAVA PANAMA

COCONUT CARTEL RUM GUATEMALA

RHUM CLEMENT MARTINIQUE

COCKSPUR BARBADOS

CANE RUN ESTATE TRINIDAD

BRUGAL DOMINICAN REPUBLIC

MYERS'S JAMAICA

MOUNT GAY BARBADOS

RON DOS MADERAS ARAGÓN, SPAIN

Beverage prices for cocktails, spirits, beer, wine and non-alcoholic drinks will be competitive with area restaurants.



| WINES BY THE GLASS |

NIT DEL FOC BRUT NATURE, CAVA, UTIEL-REQUENA DO, SPAIN NV

QUINTA DE COUSELO TURONIA ALBARIÑO, RIAS BAIXAS, SPAIN 2015

VIDAL SOBLECHERO VIÑO CLAVIDOR ORGANIC VERDEJO, RUEDA, SPAIN 2013

BOVALE ROSADO, BOBAL, UTIEL-REQUENA DO, SPAIN 2017

COTO DE HAYAS CENTENARIA GARNACHA, CAMPO DE BORJA, SPAIN 2013

PAGO DE LOS CAPELLANES JOVEN ROBLE TEMPRANILLO, RIBERA DEL DUERO, SPAIN 2014

ENRIQUE MENDOZA LA TREMENDA MONASTRELL, ALICANTE, SPAIN 2012

Beverage prices for cocktails, spirits, beer, wine and non-alcoholic drinks will be competitive with area restaurants.



| BEER |

**ROTATING SELECTION OF
LOCAL CRAFT BEERS**

- M.I.A Beer Company
- Funky Buddha Brewery
- J Wakefield Brewing
- Tarpon River Brewing
- Wynwood brewing
- Biscayne Bay Brewing

**ROTATING SELECTION OF
DOMESTIC AND IMPORTED BEERS**

| COFFEE & ESPRESSO |

BREWED COFFEE

Decaf or Regular

ICED COFFEE

Decaf or Regular

ESPRESSO SHOT

LATTE

CAPPUCCINO

HOT TEA

N.A.

BEVERAGES

SEASONAL AGUA FRESCA

ICED TEA

LEMONADE

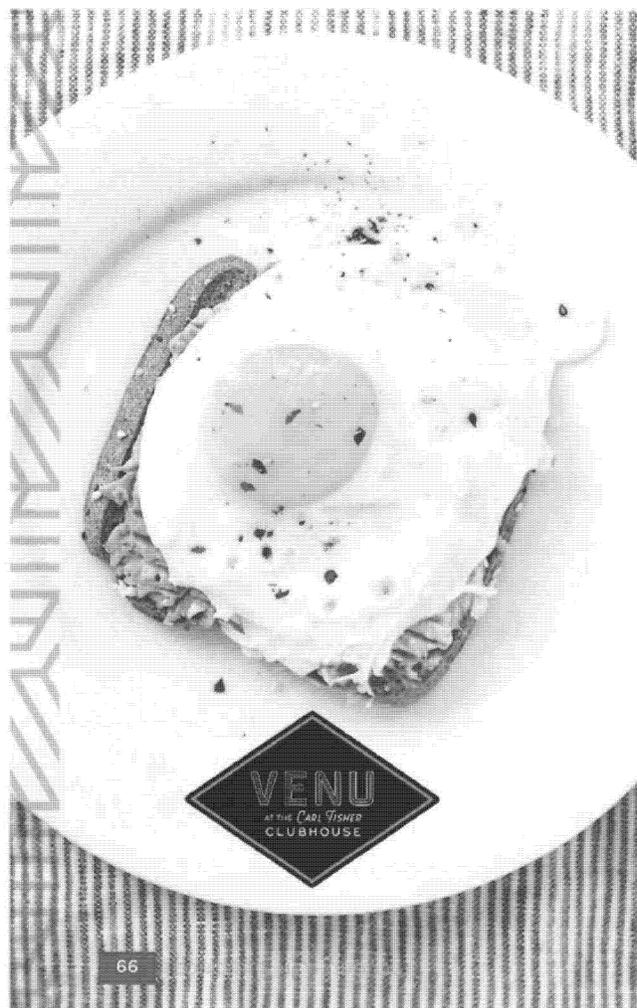
ARNOLD PALMER

SPRING WATER

SPARKLING WATER

FOUNTAIN SODAS

Beverage prices for cocktails, spirits, beer, wine and non-alcoholic drinks will be competitive with area restaurants.



MENUS

VENU

Venu's weekend brunch offers locally-inspired shareables, signature sandwiches and bowls, seasonal dessert offerings, a custom cocktail menu featuring locally-distilled spirits, local, domestic, and imported brews, and a variety of wines by the glass and bottle. Non-alcoholic beverages, including seasonal aguas frescas and coffee and espresso beverages will also be available.

With a focus on fresh, healthy dishes and a variety of gluten-free, vegan, and vegetarian offerings available, our menu offerings will be sure to please every palette.



• SHAREABLES •

CEVICHE (GF) 19

Leche de tigre marinated fish-of-the-day, avocado, aji amarillo, red onions, lime juice, cilantro, corn chips

PLANTAIN CHIPS (V, GF) 7

Baked plantain chips, sea salt, pomegranate guacamole, lime, cilantro

DIP TRIO (VE) 12

Classic hummus dip, roasted beet and walnut dip, white bean and parsley dip, carrots, celery, pita bread

• BENEDICTS & TOAST •

ROAST PORK BENEDICT 15

Slow roasted pork, poached eggs, chipotle hollandaise, toasted English muffin, fresh herbs, breakfast potatoes

AVOCADO TOAST (V) 12

Thick-cut toasted brioche, avocado mash, poached egg, pickled cherry tomatoes, aleppo pepper, fresh herbs, farmhouse greens

SMOKED SALMON TOAST 15

Smoked salmon, heirloom tomato, red onion, capers, citrus zest, everything seasoning

CITY HALL FRENCH TOAST 14

Vanilla French toast, chopped pecans, strawberries, blueberries, applewood smoked bacon, maple syrup



• TACOS & SANDWICHES •

**BLACKENED MAHI
MAHI TACOS (3) (GF) 22**

Seared blackening spice-crusted mahi mahi, pico de gallo, avocado crema, lime, cilantro, soft corn tortilla, jicama slaw

VENU BURGER 18

Grass-fed beef, pepper jack cheese, avocado, crunchy red onions, brioche bun, French fries

CUBAN SANDWICH 16

Slow roasted pork, Black Forest ham, Swiss cheese, bread and butter pickles, French roll, French fries

• BOWLS •

**SOUTH BEACH
YOGURT BOWL (V,GF) 10**

House-made granola, green apple, honey, raisins

**PINEAPPLE CHORIZO
RICE BOWL (GF) 16**

Jasmine rice, onion, chorizo, pineapple, bell peppers, avocado, chipotle cream, lime, cilantro

**LENTIL & BRUSSEL SPROUT
BOWL (VE, GF) 19**

Stewed yellow lentils, shaved brussel sprouts, roasted curried butternut squash, crispy shiitake mushrooms, chopped curly kale, roasted garlic vinaigrette

• DESSERTS •

**STRAWBERRY LEMONADE
PANNA COTTA (V,GF) 8**

Seared blackening spice-crusted mahi mahi, pico de gallo, avocado crema, lime, cilantro, soft corn tortilla, jicama slaw

**CHOCOLATE TRES
LECHES CAKE (V) 9**

Chocolate cake, tres leches, condensed milk whipped cream, dark chocolate shavings



• COCKTAILS •

PALOMA FREEZE

Tequila, grapefruit juice, lime juice, simple syrup

POMEGRANATE SOUR

Cava, house sour mix, pomegranate syrup

GUAVA & GRAPEFRUIT SPRITZ

Ruby red grapefruit vodka, guava nectar, lime juice, soda water

COCONUT COOLER

White rum, coconut water, lemon juice, simple syrup

BITTERSWEET BLACK

Dark rum, sweet vermouth, Cynar liqueur, orange bitters

VENU MIMOSA

Sparkling wine, Fresh orange juice

HOUSE BLOODY MARY

Tequila, house-made mix

SEASONAL SANGRIA

Glass
Pitcher



• WINES BY THE GLASS •

LA MARKA LUMINORE, VALDOBBIADENE PROSECCO SUPERIORE DOCG, VENETO, ITALY NV

WHITEHAVEN SAUVIGNON BLANC, MARLBOROUGH, NEW ZEALAND 2018

STAGS' LEAP CHARDONNAY, NAPA VALLEY, CALIFORNIA 2017

CHATEAU MINUTY M CUVÉE ROSÉ, CÔTES DE PROVENCE, FRANCE 2018

MACMURRAY ESTATE VINEYARDS RESERVE PINOT NOIR, RUSSIAN RIVER VALLEY, CAL. 2013

LOUIS M. MARTINI CABERNET SAUVIGNON, NAPA VALLEY, CALIFORNIA 2015

BEAR FLAG ZINFANDEL, SONOMA COUNTY, CALIFORNIA 2015



• BEER •

ROTATING SELECTION OF
LOCAL CRAFT BEERS

M.I.A Beer Company
Funky Buddha Brewery
J Wakefield Brewing
Tarpon River Brewing
Wynwood brewing
Biscayne Bay Brewing

ROTATING SELECTION OF
DOMESTIC & IMPORTED BEERS

• N.A. BEVERAGES •

SEASONAL AGUA FRESCA
ASSORTED JUICES
ICED TEA
LEMONADE
ARNOLD PALMER
SPRING WATER
SPARKLING WATER
FOUNTAIN SODAS

• COFFEE & ESPRESSO •

BREWED COFFEE
Decaf or Regular
ICED COFFEE
Decaf or Regular
ESPRESSO SHOT
LATTE
CAPPUCCINO
HOT TEA



• WINES BY THE BOTTLE •

SPARKLING WINES

LA MARCA LUMINORE, VALDOBBIADENE PROSECCO SUPERIORE DOCG, VENETO, ITALY NV

STERLING VINEYARDS BLANC DE BLANCS, NAPA VALLEY, CALIFORNIA 2016

AMELIA BRUT ROSÉ, CRÉMANT DE BORDEAUX, BORDEAUX, FRANCE NV

WHITE WINES

WHITEHAVEN SAUVIGNON BLANC, MARLBOROUGH, NEW ZEALAND 2018

PROVENANCE ESTATE GROWN SAUVIGNON BLANC, NAPA VALLEY, CALIFORNIA 2016

PIEROPAN SOAVE, SOAVE CLASSICO DOC, VENETO, ITALY 2016

JERMANN PINOT GRIGIO, VENEZIA GIULIA IGT, FRIULI-VENEZIA GIULIA, ITALY 2017

MARQUES DE CASA CONCHA CHARDONNAY, LIMARI VALLEY, CHILE 2015

STAGS' LEAP CHARDONNAY, NAPA VALLEY, CALIFORNIA 2017

TALBOTT VINEYARDS SLEEPY HOLLOW VINEYARD ESTATE GROWN CHARDONNAY, SANTA LUCIA HIGHLANDS, CALIFORNIA 2014

ROSÉ WINES

CHATEAU MINUTY M CUVÉE ROSÉ, CÔTES DE PROVENCE, FRANCE 2018

FLEUR DE MER ROSÉ, CÔTES DE PROVENCE, FRANCE 2016

Beverage prices for cocktails, spirits, beer, wine and non-alcoholic drinks will be competitive with area restaurants.



• WINES BY THE BOTTLE •

RED WINES

- CONO SUR** OCIO PINOT NOIR, SANTA ELISA ESTATE, CASABLANCA VALLEY, CHILE 2012
- ETUDE** GRACE BENOIST RANCH PINOT NOIR, TEMBLOR VINEYARD, CARNEROS, CALIFORNIA 2014
- MACMURRAY ESTATE VINEYARDS** RESERVE PINOT NOIR, RUSSIAN RIVER VALLEY, CALIFORNIA 2013
- SARTORI DI VERONA** CORTE BRÀ AMARONE, AMARONE DELLA VALPOLICELLA DOCG, VENETO, ITALY 2010
- BERINGER VINEYARDS** QUANTUM RED BLEND, NAPA VALLEY, CALIFORNIA 2014
- LOUIS M. MARTINI** CABERNET SAUVIGNON, NAPA VALLEY, CALIFORNIA 2015
- STAG'S LEAP** THE LEAP CABERNET SAUVIGNON, NAPA VALLEY, CALIFORNIA 2014
- CONCHA Y TORO DON MELCHOR** PUENTO ALTO VINEYARD CABERNET SAUVIGNON, MAIPO VALLEY, CHILE 2013
- CASTELLO BANFI** SUMMUS SUPERTUSCAN, TOSCANA IGT, TUSCANY, ITALY 2014
- DON MIGUEL GASCÓN** RESERVA MALBEC, MENDOZA, ARGENTINA 2015
- FREI BROTHERS** DRY CREEK VALLEY MERLOT, SONOMA COUNTY, CALIFORNIA 2015
- PENFOLDS** GRANGE SHIRAZ BLEND, BAROSSA VALLEY, AUSTRALIA 2012
- CASTELLO BANFI** BRUNELLO, BRUNELLO DI MONTALCINO DOCG, TUSCANY, ITALY 2013
- BEAR FLAG** ZINFANDEL, SONOMA COUNTY, CALIFORNIA 2015

Beverage prices for cocktails, spirits, beer, wine and non-alcoholic drinks will be competitive with area restaurants.



MENUS

SPECIAL EVENTS CATERING

We understand that whenever people gather, the occasion is special. Each gathering should be an expression of intent—from service to garnish—with a unique identity connecting it all. We will convey our special event hosts' taste, purpose and vision with thoughtfully-crafted and tasteful menus tailored to their events.

Based in the historic Carl Fisher Clubhouse, our approach will reflect our surroundings—we combine local flavor, a commitment to quality and sustainability, and distinctive elegance on an intimate scale.

We represent a collaboration between Centerplate, Spectra and our Restaurant Colleagues—among the most reputable names in Miami Beach hospitality. We will be delighted to serve special event hosts with their next celebration.

We offer a Reception and Beverage Menu for review as we anticipate this will be the most frequent type of special event that takes place in the Carl Fisher Clubhouse.

RECEPTION

HORS D'OEUVRES PER PIECE

*Prices listed are per piece. Minimum of 50 pieces per selection.

COLD

Grilled Citrus Shrimp \$5.75
Corn Tomato Relish

Tomato and Fresh Mozzarella Shooter \$3.75

Charred Baby Octopus \$4.25
Citrus marinated. Hairicots Verts heirloom tomatoes. Gremolata Sauce

Corvina and Shrimp Ceviche \$5.50
On a Yuca cup

Caprese Slider \$3.00
With Tomato, Fresh Mozzarella, Grilled Squash, Basil and Pesto Aioli

Assorted Sushi & Rolls \$4.75
Dipping Sauce, Wasabi and Pickled Ginger

Caribbean Ceviche Shooter \$4.75

Asian Spoon Ahi Tuna Tataki \$4.75
With Plantain Chip

Chunky Guac Toast \$5
Roasted tomatoes on artisan toast

Goat Cheese and Fig Spread \$5
On artisan toast

Conch salad \$5.50
On Plantain Cup with pickled carrots

Italian Slider \$5.75
Prosciutto, smoked mozzarella, olive tapenade, roasted peppers and fresh basil and focaccia bread

Jumbo Shrimp Cocktail \$4.25
With Lemons and horseradish Cocktail Sauce

Prosciutto wrapped Shrimp \$2
with Remoulade

Wild Salmon and Asparagus \$5
With honey Dijon

HOT

Korean short rib bao bun \$5.25

Vegetable Spring Roll \$4.50
with Sweet and Sour Dipping Sauce

Fried Pork Pot Sticker \$4.50
with Panzu Sauce

Azancini Risotto and Cheese Ball \$4.50
with Parmodoro Sauce

Chicken Cheese Quesadilla \$4.50

Pistachio crusted lamb loin \$6.25
Cherry sauce

Jamaican Jerk Chicken Saté \$4.75

Ropa Vieja Empanada \$5

Southwest Chicken Spring Roll \$5
with Mustard Aioli

Argentine Chicken Empanada \$5
with Garlic Aioli

Chicken Lemongrass pot sticker \$5
Sweet Thai chili sauce

Chicken Cordon à la \$5
with Gruyère Cheese and Dijonnaise

Fried Tomatillo with Crab Salad \$5.25

Brazilian Churrasco Steak \$5.50
Chimichurri Dipping Sauce

A1A Beef Slider \$5.50
with American Cheese, Shaved Onion and Pickles

Sweet Chili Chicken Slider \$5.50

Deep fried Conch Fritters \$5.50
With Sriracha remoulade

Teriyaki Beef Kabob \$5.75

Blue Crab Cake \$5.75
with Citrus Herb Remoulade

Bacon Wrapped Jumbo Scallop \$5.75 with
Garlic Cream

Corned Beef Reuben and Swiss Slider \$5.75
with Sauerkraut and Thousand Island Dressings

Mini Beef Wellington \$5

BBQ Pulled Pork Slider \$5
with Smoked Cheddar on Sweet Bun

Mini Cuban Slider \$5

Reuben Cuban \$5.75

Cuban Spring Rolls \$4.50
Mango sauce and mustard

Wild Mushroom Pot Sticker \$4.75
Served with panzu sauce

RECEPTION

RECEPTION STATIONS

Prices listed are per guest unless otherwise stated. Minimum of 25 guests

Nacho Bar \$25

Tri-color corn tortilla chips, black bean chili, Queso Blanco, chicken tinga, sour cream, guacamole, fresh jalapeño and Pico de Gallo

Steak Fry \$18

Chicken, steak, shrimp, and jasmine rice

Pasta Station* \$16

Penne Rigato with roasted vegetables, spinach mushroom, chicken, shrimp and sausage.

*Please select 1 item (2 items for following prices):

Marinara, pesto, or a vodka and Bolognese Served with warm garlic sticks

Pincho \$18

Chicken, shrimp, beef and vegetable skewers sautéed with chimichurri, ancho sauce, pesto and chili lime.

Ceviche and Poke \$25

*Please select 1 item (2 items for following prices):

Shrimp, Carvina, Conch, Salmon, Tuna

Cheese, Fruits & Crudités Display \$25

Imported and Domestic Cheese, Sliced Seasonal Fruits and Berries with an orange honey yogurt dip, Fresh Vegetable Crudités, Creamy mojo dip and spicy Florida ranch dip. served with sliced baguettes and assorted crackers

Charcuterie, Cheese, Fruits & Crudités Grand Display \$36

Imported and Domestic Charcuterie and Cheese, Sliced Seasonal Fruits and Berries with an orange honey yogurt dip, Fresh Vegetable Crudités, Creamy mojo dip and spicy Florida ranch dip. served with sliced baguettes and assorted crackers

TAPAS TRIO

Prices listed are per guest unless otherwise stated. Minimum of 25 guests

Tapas Buffet Station* \$26

Celebrate the colorful and flavorful variety of Madrid-style tapas with delicious vegetable dishes, charcuterie and cheeses

*Please select 1 item (2 items for following prices):

Wild Mushroom Ragout Shortcake

Baby Stuffed Portabella Mushrooms served in a Pull Pastry

Honey Hoisin Pork Tenderloin

Tender Sliced Pork Glazed with a Honey Hoisin Reduction & Carrot Puree

Pistachio Crusted Rack of Lamb

Served with a Roasted Garlic Turnip Puree & Cherry gastrik

Lobster Mac & Cheese with Porkbelly

9 Month Aged Gouda, Jakapeno, Parker Cheddar, & Whiskey Cheddar Topped with a Panko Crust

Chicken & Lemongrass Pot Stickers

Filled with Chicken, Lemongrass, Ginger, and Garlic.

Served with Soy Ginger Sauce & Topped with Green Onions and Sesame Seeds.

Cajun Shrimp Avocado Cucumber Bites

Sliced European Cucumbers Topped with House Made Guacamole & Cajun Dry Rubbed Florida Pink Shrimp

Watermelon Feta Bites

Layered Watermelon & Feta with Aged Balsamic

Baby Octopus

Chared Octopus with Roasted Corn & Poblano Salsa

Mediterranean Spears

Jubilee Tomatoes, Cucumbers, Feta Cheese, & Kalamata Olives

Hummus Phyllo Bites

Sundried Tomato Hummus Topped with Fresh Herbs & EVOO Pearls

Lemon Cheesecake Mousse

Served with fresh blueberries, Whipped Cream, & Mint Min

**Any additional selections are \$9 each

* A customary gratuity of \$100 per station (minimum of three figures)

RECEPTION

SMALL PLATE STATIONS

Prices listed are per guest unless otherwise stated. Minimum of 25 guests
 *Note: Plate Stations include one of each item listed in menu

Carnitas Skillet Station \$22

Street food and tacos lead the way in Mexico City. Taste traditional tacos al pastor with ensalada de repollo, salsa verde, corn tortillas and rice and beans

Fried pork with caramelized onions, oranges and lime juice

Slaw

Warm Corn Tortillas

Three Bean Chili with Poblano Hatch Peppers

White Rice with cilantro

Toppings and Sauces: Cotija cheese, lime moons, rancher sauce and salsa verde

Smoked House \$24

Southern pride shines through with slow-roasted, flavorful meat and tangy slaw; a perfect blend of sweet, savory and heat. Top it off with a warm biscuit

Hickory-Smoked Brisket

Brussels and cranberry slaw

Loaded Mac n Cheese

Whiskey Cheddar cornbread

Corn dusted mini kaiser

Tomatillo Relish

Taste of Asia \$26

Let the time-honored art of yakitori grilling over open fire take you straight to Tokyo. Find tasty vegan, seafood and chicken selections accompanied by simplistic and traditional togarashi seasonings and soy

Yakitori Grill Taps

Charred chicken sesame with scallion, sesame oil, garlic, soy and shichimi spice

Charred Shishito Shrimp

Ginger sake, ginger and garlic sauce

Baby Bok choy and shiitake braised bok choy topped with savory shiitake drizzled with ginger oyster sauce

Deep fried vegetarian pot sticker Served with sweet chili sauce

Jasmine Rice

CARVED TO ORDER STATIONS

Prices listed are per carved item.

All carved items are served with potato rolls and appropriate condiments.

Sage and Rosemary Rubbed Turkey Breast* \$375

Orange-cranberry sauce, yellow mustard and mayonnaise

(Serves approximately 30 guests)

Pepper and Sea Salt Encrusted Steamship of Beef* \$1200

Horseradish sauce, whole grain mustard and mayonnaise

(Serves approximately 100 guests)

Herb Encrusted Tenderloin of Beef* \$375

Horseradish sauce, whole grain mustard and mayonnaise

(Serves approximately 25 guests)

Veal Pastrami Prime* \$400

Stone ground mustard, pickles and seeded rye rolls

(Serves approximately 20 guests)

Citrus and Ginger Glazed Ham* \$550

Pineapple-jalapeño chutney and caper ground mustard

(Serves approximately 30 guests)

Tomahawk* \$525

Bone in prime rib, seasoned and grilled to perfection Served with horseradish sauce and green

peppercorn sauce

(Serves approximately 15 guests)

Whole Fish Seasonal* - Available Friday

Grilled whole local catch marinated in herbs, spices and local flavors

* A customary gratuity of \$100 per station (minimum of three figures)

RECEPTION

DESSERT STATIONS

Prices listed are per guest. Minimum of 25 guest

Local Fresh Fruit Cobblers in Skillets* \$8.50

Stewed fruit compote, topped with dimples of southern buttermilk biscuits, sprinkled with cinnamon streusel and baked until golden brown. Served with a scoop of French vanilla ice cream

Bananas Foster or Cherries Jubilee Action Station* \$9.50

Sliced bananas or cherries in butter with brown sugar, lemon, cinnamon, a splash of rum and flambéed before your eyes. Served over French vanilla ice cream

Ice Cream Social* \$15

Premium vanilla ice cream, Rocky Road, Strawberry, and Pistachio presented in an ice bowl with nuts, cherries, whipped cream, shredded toasted coconut, chopped assorted candy bars and cookies

Strawberry Shortcake Station* \$14.50

Build your own station to include:

Fresh strawberries and mixed berry compote

Shortcake biscuits, pound cake, chocolate sauce and whipped cream

Chocolate Dipping Station* \$18

White and Dark Chocolate

Bananas

Oreos

Pretzels

Brownies

Rice Krispies

Cake Pops: Red Velvet, Carrot Cake, Key lime, and Coconut

HOSTED BARS

SPIRITS

Ultra-Premium \$11
By the cocktail

Grey Goose Vodka
Bombay Sapphire Gin
Bacardi 8 Rum
Herradura Silver Tequila
Johnnie Walker Black Scotch
Woodford Reserve Bourbon
Crown Royal Whiskey

Premium \$10
By the cocktail

Ketel One Vodka
Tanqueray Gin
Captain Morgan White Rum Camarena
Silver Tequila
Dewar's 12 Scotch
Bulleit Bourbon
Seagram's VO Whiskey

Deluxe \$9
By the cocktail

New Amsterdam Vodka
Bombay Original Gin
Bacardi Superior Rum
Jose Cuervo Especial Tequila
Dewar's White Label Scotch
Jack Daniel's Bourbon
Seagram's 7 Whiskey

WINES

Deluxe \$8
By the glass

Placido Pinot Grigio
Fetzer Vineyards Sauvignon Blanc
Fetzer Vineyards, Pinot Noir
Canyon Road, Chardonnay
Walnut Crest "Select", Merlot
Beringer Main & Vine, Cabernet Sauvignon

BEER

Imported Beer \$7
By the can, choice of one

Heineken
Corona
Corona Light

American Premium Beer \$6
By the can, choice of two

Budweiser
Bud Light
Miller Lite
O'Doul's Amber (non-alcoholic)

Craft Beer \$7
By the can, choice of one

Sam Adams Boston Lager Havana Lager
Sola IPA
Rebel IPA
Angry Orchard

Draft Beer - Keg
By the keg

Domestic \$500
Imported \$700

COCKTAILS

Concoctions by the gallon

Frozen Margarita \$120
Frozen Pina Colada \$120
Frozen Strawberry Daiquiri \$120 Mojito
\$150
Lychee Martini \$150
Mimosa \$150
Bellini \$150
Bloody Mary* \$150
*Add a toppings bar \$50
Serves approx. 12-14 guest

Assorted toppings Bar: Bacon, Olives,
Hot-Sauce, Cocktail Onions, Celery,
Cucumber, Jalapenos, Pickles

Cocktails by the glass

Lychee Martini \$12
Mimosa \$10
Bellini \$10
Bloody Mary \$12

Soft Drinks

Each
Assorted Coke® Products \$3.50
Bottled Water \$3.50
Perrier \$5
Assorted Fruit Juices \$5

Professional Centerplate bartenders are required for all alcohol services.
Bartender fee of \$180 per bar (3 hrs) will be applicable.

Hosted bars will be billed on consumption unless otherwise specified. Host bar prices do not include service charges and sales taxes.

If ending sales does not match \$500 per bar, per location, client will be responsible for the difference between actual sales and \$500 per bar, per location.

Bartender fee can be waived for each hosted bar only when each hosted bar exceeds \$700 in net sales - Only one bartender waived fee per bar allowed



CASH BARS

SPIRITS

Ultra-Premium \$12
By the cocktail

Grey Goose Vodka
Bombay Sapphire Gin
Bacardi 8 Rum
Herradura Silver Tequila
Johannie Walker Black Scotch
Woodford Reserve Bourbon
Crown Royal Whiskey

Premium \$11
By the cocktail

Ketel One Vodka
Tanqueray Gin
Captain Morgan White Rum Camarena
Silver Tequila
Dewar's 12 Scotch
Bulleit Bourbon
Seagram's VO Whiskey

Deluxe \$9
By the cocktail

New Amsterdam Vodka
Bombay Original Gin
Bacardi Superior Rum
Jose Cuervo Especial Tequila
Dewars White Label Scotch
Jack Daniel's Bourbon
Seagram's 7 Whiskey

WINES

Deluxe \$9
By the glass

Placido Pinot Grigio
Fetzer Vineyards Sauvignon Blanc
Fetzer Vineyards, Pinot Noir
Canyon Road, Chardonnay
Walnut Crest "Select", Merlot
Beringer Main & Vine, Cabernet Sauvignon

BEER

Imported Beer \$8
By the can, choice of one

Heineken
Corona
Corona Light

American Premium Beer \$7
By the can, choice of two

Budweiser
Bud Light
Miller Lite
O'Doul's Amber (non-alcoholic)

Craft Beer \$9
By the can, choice of one

Sam Adams Boston Lager
Havana Lager
Solo IPA
Rebel IPA
Angry Orchard

SOFT DRINKS

Assorted Coke® Products \$4
Bottled Water \$4
Perrier \$5
Assorted Fruit Juices \$5

WINES

SPARKLING WINES BY THE BOTTLE

SPARKLING WINE

La Marca Prosecco - Italy \$50
Blend of Glera grapes, green apple and grapefruit flavored by natural undertones.

Banfi Rosa Regale - Italy \$70
Captivating festive with aromatic strawberries, raspberries and rose petals.

Chandon Brut - California \$80
Blend of chardonnay, pinot noir and merlot. Sparkling and fresh, delicate and easy drinking.

CHAMPAGNE

Moët & Chandon Imperial Brut Champagne - France \$130
Delicious white fruits and soft bouquet of citrus and geranium fragrance.

Veuve Clicquot, Yellow Label, Brut Champagne - France \$154
Fruity bouquet of peach, strawberry, plum and pear with vanilla tang, bright and crisp.

WHITE WINES BY THE BOTTLE

PINOT GRIGIO

Placido - Italy \$33
Impassioned, crisp, elegant, of great quality and complexity.

Ecco Domani - Italy \$35
Fruit driven wine with soft, crisp and elegant flavors with a hint of citrus.

Castello Banfi San Angelo - Italy \$40
Fruit bouquet with notes of apple, peach, pear and honey. Rich and full bodied with a slight mineral finish.

PINOT GRIS

Rainstorm - Oregon \$60
Aroma of citrus, peach, honey, blossom and flowers on a palate with fine acidity.

WIGNIER

Banterra Organic - California \$80
A blend of pinot grigio and chardonnay with a delicate and elegant finish.

Stags' Leap - California \$88
A dry, elegant and refreshing wine with a palate with a subtle blend of peaches and melon and a crisp finish.

SAUVIGNON BLANC

Fetzer Echo Ridge - California \$33
Crisp and clean with a hint of citrus followed by melon, peach, pear and apricot with a light touch of passion fruit and mango.

Canyon Road - California \$35
A crisp and clean wine with a hint of citrus and a light touch of mango.

Whitehaven - New Zealand \$35
Full bodied, aromatic wine with a hint of citrus and a light touch of mango.

Sterling Vineyards - California \$30
Light, crisp and clean with a hint of citrus and a light touch of mango.

CHARDONNAY

Canyon Road - California \$33
Aroma of ripe peaches, stone fruit with a hint of citrus and a light touch of mango.

Beringer Main & Vine - California \$34
Blend of pinot grigio and chardonnay with a light touch of mango.

A by Acacia - California \$45
Aroma of ripe peaches, stone fruit with a hint of citrus and a light touch of mango.

Beckton - California \$50
Light, crisp and clean with a hint of citrus and a light touch of mango.

William Hill Estate Winery - California \$60
Aroma of ripe peaches, stone fruit with a hint of citrus and a light touch of mango.

Stags' Leap Winery - California \$88
Aroma of ripe peaches, stone fruit with a hint of citrus and a light touch of mango.

RIESLING

Pacific Rim, "J" - Washington \$34
Aroma of ripe peaches, stone fruit with a hint of citrus and a light touch of mango.

ROSÉ

Motus - New Zealand \$32
Aroma of ripe peaches, stone fruit with a hint of citrus and a light touch of mango.

Photo: National Center for Human Genome Research. Date requested for all alcohol beverages. Beer: 100ml per bar. \$1.50 per bar. \$2.00 per bar. \$2.50 per bar. \$3.00 per bar. \$3.50 per bar. \$4.00 per bar. \$4.50 per bar. \$5.00 per bar. \$5.50 per bar. \$6.00 per bar. \$6.50 per bar. \$7.00 per bar. \$7.50 per bar. \$8.00 per bar. \$8.50 per bar. \$9.00 per bar. \$9.50 per bar. \$10.00 per bar. \$10.50 per bar. \$11.00 per bar. \$11.50 per bar. \$12.00 per bar. \$12.50 per bar. \$13.00 per bar. \$13.50 per bar. \$14.00 per bar. \$14.50 per bar. \$15.00 per bar. \$15.50 per bar. \$16.00 per bar. \$16.50 per bar. \$17.00 per bar. \$17.50 per bar. \$18.00 per bar. \$18.50 per bar. \$19.00 per bar. \$19.50 per bar. \$20.00 per bar. \$20.50 per bar. \$21.00 per bar. \$21.50 per bar. \$22.00 per bar. \$22.50 per bar. \$23.00 per bar. \$23.50 per bar. \$24.00 per bar. \$24.50 per bar. \$25.00 per bar. \$25.50 per bar. \$26.00 per bar. \$26.50 per bar. \$27.00 per bar. \$27.50 per bar. \$28.00 per bar. \$28.50 per bar. \$29.00 per bar. \$29.50 per bar. \$30.00 per bar. \$30.50 per bar. \$31.00 per bar. \$31.50 per bar. \$32.00 per bar. \$32.50 per bar. \$33.00 per bar. \$33.50 per bar. \$34.00 per bar. \$34.50 per bar. \$35.00 per bar. \$35.50 per bar. \$36.00 per bar. \$36.50 per bar. \$37.00 per bar. \$37.50 per bar. \$38.00 per bar. \$38.50 per bar. \$39.00 per bar. \$39.50 per bar. \$40.00 per bar. \$40.50 per bar. \$41.00 per bar. \$41.50 per bar. \$42.00 per bar. \$42.50 per bar. \$43.00 per bar. \$43.50 per bar. \$44.00 per bar. \$44.50 per bar. \$45.00 per bar. \$45.50 per bar. \$46.00 per bar. \$46.50 per bar. \$47.00 per bar. \$47.50 per bar. \$48.00 per bar. \$48.50 per bar. \$49.00 per bar. \$49.50 per bar. \$50.00 per bar. \$50.50 per bar. \$51.00 per bar. \$51.50 per bar. \$52.00 per bar. \$52.50 per bar. \$53.00 per bar. \$53.50 per bar. \$54.00 per bar. \$54.50 per bar. \$55.00 per bar. \$55.50 per bar. \$56.00 per bar. \$56.50 per bar. \$57.00 per bar. \$57.50 per bar. \$58.00 per bar. \$58.50 per bar. \$59.00 per bar. \$59.50 per bar. \$60.00 per bar. \$60.50 per bar. \$61.00 per bar. \$61.50 per bar. \$62.00 per bar. \$62.50 per bar. \$63.00 per bar. \$63.50 per bar. \$64.00 per bar. \$64.50 per bar. \$65.00 per bar. \$65.50 per bar. \$66.00 per bar. \$66.50 per bar. \$67.00 per bar. \$67.50 per bar. \$68.00 per bar. \$68.50 per bar. \$69.00 per bar. \$69.50 per bar. \$70.00 per bar. \$70.50 per bar. \$71.00 per bar. \$71.50 per bar. \$72.00 per bar. \$72.50 per bar. \$73.00 per bar. \$73.50 per bar. \$74.00 per bar. \$74.50 per bar. \$75.00 per bar. \$75.50 per bar. \$76.00 per bar. \$76.50 per bar. \$77.00 per bar. \$77.50 per bar. \$78.00 per bar. \$78.50 per bar. \$79.00 per bar. \$79.50 per bar. \$80.00 per bar. \$80.50 per bar. \$81.00 per bar. \$81.50 per bar. \$82.00 per bar. \$82.50 per bar. \$83.00 per bar. \$83.50 per bar. \$84.00 per bar. \$84.50 per bar. \$85.00 per bar. \$85.50 per bar. \$86.00 per bar. \$86.50 per bar. \$87.00 per bar. \$87.50 per bar. \$88.00 per bar. \$88.50 per bar. \$89.00 per bar. \$89.50 per bar. \$90.00 per bar. \$90.50 per bar. \$91.00 per bar. \$91.50 per bar. \$92.00 per bar. \$92.50 per bar. \$93.00 per bar. \$93.50 per bar. \$94.00 per bar. \$94.50 per bar. \$95.00 per bar. \$95.50 per bar. \$96.00 per bar. \$96.50 per bar. \$97.00 per bar. \$97.50 per bar. \$98.00 per bar. \$98.50 per bar. \$99.00 per bar. \$99.50 per bar. \$100.00 per bar. \$100.50 per bar. \$101.00 per bar. \$101.50 per bar. \$102.00 per bar. \$102.50 per bar. \$103.00 per bar. \$103.50 per bar. \$104.00 per bar. \$104.50 per bar. \$105.00 per bar. \$105.50 per bar. \$106.00 per bar. \$106.50 per bar. \$107.00 per bar. \$107.50 per bar. \$108.00 per bar. \$108.50 per bar. \$109.00 per bar. \$109.50 per bar. \$110.00 per bar. \$110.50 per bar. \$111.00 per bar. \$111.50 per bar. \$112.00 per bar. \$112.50 per bar. \$113.00 per bar. \$113.50 per bar. \$114.00 per bar. \$114.50 per bar. \$115.00 per bar. \$115.50 per bar. \$116.00 per bar. \$116.50 per bar. \$117.00 per bar. \$117.50 per bar. \$118.00 per bar. \$118.50 per bar. \$119.00 per bar. \$119.50 per bar. \$120.00 per bar. \$120.50 per bar. \$121.00 per bar. \$121.50 per bar. \$122.00 per bar. \$122.50 per bar. \$123.00 per bar. \$123.50 per bar. \$124.00 per bar. \$124.50 per bar. \$125.00 per bar. \$125.50 per bar. \$126.00 per bar. \$126.50 per bar. \$127.00 per bar. \$127.50 per bar. \$128.00 per bar. \$128.50 per bar. \$129.00 per bar. \$129.50 per bar. \$130.00 per bar. \$130.50 per bar. \$131.00 per bar. \$131.50 per bar. \$132.00 per bar. \$132.50 per bar. \$133.00 per bar. \$133.50 per bar. \$134.00 per bar. \$134.50 per bar. \$135.00 per bar. \$135.50 per bar. \$136.00 per bar. \$136.50 per bar. \$137.00 per bar. \$137.50 per bar. \$138.00 per bar. \$138.50 per bar. \$139.00 per bar. \$139.50 per bar. \$140.00 per bar. \$140.50 per bar. \$141.00 per bar. \$141.50 per bar. \$142.00 per bar. \$142.50 per bar. \$143.00 per bar. \$143.50 per bar. \$144.00 per bar. \$144.50 per bar. \$145.00 per bar. \$145.50 per bar. \$146.00 per bar. \$146.50 per bar. \$147.00 per bar. \$147.50 per bar. \$148.00 per bar. \$148.50 per bar. \$149.00 per bar. \$149.50 per bar. \$150.00 per bar. \$150.50 per bar. \$151.00 per bar. \$151.50 per bar. \$152.00 per bar. \$152.50 per bar. \$153.00 per bar. \$153.50 per bar. \$154.00 per bar. \$154.50 per bar. \$155.00 per bar. \$155.50 per bar. \$156.00 per bar. \$156.50 per bar. \$157.00 per bar. \$157.50 per bar. \$158.00 per bar. \$158.50 per bar. \$159.00 per bar. \$159.50 per bar. \$160.00 per bar. \$160.50 per bar. \$161.00 per bar. \$161.50 per bar. \$162.00 per bar. \$162.50 per bar. \$163.00 per bar. \$163.50 per bar. \$164.00 per bar. \$164.50 per bar. \$165.00 per bar. \$165.50 per bar. \$166.00 per bar. \$166.50 per bar. \$167.00 per bar. \$167.50 per bar. \$168.00 per bar. \$168.50 per bar. \$169.00 per bar. \$169.50 per bar. \$170.00 per bar. \$170.50 per bar. \$171.00 per bar. \$171.50 per bar. \$172.00 per bar. \$172.50 per bar. \$173.00 per bar. \$173.50 per bar. \$174.00 per bar. \$174.50 per bar. \$175.00 per bar. \$175.50 per bar. \$176.00 per bar. \$176.50 per bar. \$177.00 per bar. \$177.50 per bar. \$178.00 per bar. \$178.50 per bar. \$179.00 per bar. \$179.50 per bar. \$180.00 per bar. \$180.50 per bar. \$181.00 per bar. \$181.50 per bar. \$182.00 per bar. \$182.50 per bar. \$183.00 per bar. \$183.50 per bar. \$184.00 per bar. \$184.50 per bar. \$185.00 per bar. \$185.50 per bar. \$186.00 per bar. \$186.50 per bar. \$187.00 per bar. \$187.50 per bar. \$188.00 per bar. \$188.50 per bar. \$189.00 per bar. \$189.50 per bar. \$190.00 per bar. \$190.50 per bar. \$191.00 per bar. \$191.50 per bar. \$192.00 per bar. \$192.50 per bar. \$193.00 per bar. \$193.50 per bar. \$194.00 per bar. \$194.50 per bar. \$195.00 per bar. \$195.50 per bar. \$196.00 per bar. \$196.50 per bar. \$197.00 per bar. \$197.50 per bar. \$198.00 per bar. \$198.50 per bar. \$199.00 per bar. \$199.50 per bar. \$200.00 per bar. \$200.50 per bar. \$201.00 per bar. \$201.50 per bar. \$202.00 per bar. \$202.50 per bar. \$203.00 per bar. \$203.50 per bar. \$204.00 per bar. \$204.50 per bar. \$205.00 per bar. \$205.50 per bar. \$206.00 per bar. \$206.50 per bar. \$207.00 per bar. \$207.50 per bar. \$208.00 per bar. \$208.50 per bar. \$209.00 per bar. \$209.50 per bar. \$210.00 per bar. \$210.50 per bar. \$211.00 per bar. \$211.50 per bar. \$212.00 per bar. \$212.50 per bar. \$213.00 per bar. \$213.50 per bar. \$214.00 per bar. \$214.50 per bar. \$215.00 per bar. \$215.50 per bar. \$216.00 per bar. \$216.50 per bar. \$217.00 per bar. \$217.50 per bar. \$218.00 per bar. \$218.50 per bar. \$219.00 per bar. \$219.50 per bar. \$220.00 per bar. \$220.50 per bar. \$221.00 per bar. \$221.50 per bar. \$222.00 per bar. \$222.50 per bar. \$223.00 per bar. \$223.50 per bar. \$224.00 per bar. \$224.50 per bar. \$225.00 per bar. \$225.50 per bar. \$226.00 per bar. \$226.50 per bar. \$227.00 per bar. \$227.50 per bar. \$228.00 per bar. \$228.50 per bar. \$229.00 per bar. \$229.50 per bar. \$230.00 per bar. \$230.50 per bar. \$231.00 per bar. \$231.50 per bar. \$232.00 per bar. \$232.50 per bar. \$233.00 per bar. \$233.50 per bar. \$234.00 per bar. \$234.50 per bar. \$235.00 per bar. \$235.50 per bar. \$236.00 per bar. \$236.50 per bar. \$237.00 per bar. \$237.50 per bar. \$238.00 per bar. \$238.50 per bar. \$239.00 per bar. \$239.50 per bar. \$240.00 per bar. \$240.50 per bar. \$241.00 per bar. \$241.50 per bar. \$242.00 per bar. \$242.50 per bar. \$243.00 per bar. \$243.50 per bar. \$244.00 per bar. \$244.50 per bar. \$245.00 per bar. \$245.50 per bar. \$246.00 per bar. \$246.50 per bar. \$247.00 per bar. \$247.50 per bar. \$248.00 per bar. \$248.50 per bar. \$249.00 per bar. \$249.50 per bar. \$250.00 per bar. \$250.50 per bar. \$251.00 per bar. \$251.50 per bar. \$252.00 per bar. \$252.50 per bar. \$253.00 per bar. \$253.50 per bar. \$254.00 per bar. \$254.50 per bar. \$255.00 per bar. \$255.50 per bar. \$256.00 per bar. \$256.50 per bar. \$257.00 per bar. \$257.50 per bar. \$258.00 per bar. \$258.50 per bar. \$259.00 per bar. \$259.50 per bar. \$260.00 per bar. \$260.50 per bar. \$261.00 per bar. \$261.50 per bar. \$262.00 per bar. \$262.50 per bar. \$263.00 per bar. \$263.50 per bar. \$264.00 per bar. \$264.50 per bar. \$265.00 per bar. \$265.50 per bar. \$266.00 per bar. \$266.50 per bar. \$267.00 per bar. \$267.50 per bar. \$268.00 per bar. \$268.50 per bar. \$269.00 per bar. \$269.50 per bar. \$270.00 per bar. \$270.50 per bar. \$271.00 per bar. \$271.50 per bar. \$272.00 per bar. \$272.50 per bar. \$273.00 per bar. \$273.50 per bar. \$274.00 per bar. \$274.50 per bar. \$275.00 per bar. \$275.50 per bar. \$276.00 per bar. \$276.50 per bar. \$277.00 per bar. \$277.50 per bar. \$278.00 per bar. \$278.50 per bar. \$279.00 per bar. \$279.50 per bar. \$280.00 per bar. \$280.50 per bar. \$281.00 per bar. \$281.50 per bar. \$282.00 per bar. \$282.50 per bar. \$283.00 per bar. \$283.50 per bar. \$284.00 per bar. \$284.50 per bar. \$285.00 per bar. \$285.50 per bar. \$286.00 per bar. \$286.50 per bar. \$287.00 per bar. \$287.50 per bar. \$288.00 per bar. \$288.50 per bar. \$289.00 per bar. \$289.50 per bar. \$290.00 per bar. \$290.50 per bar. \$291.00 per bar. \$291.50 per bar. \$292.00 per bar. \$292.50 per bar. \$293.00 per bar. \$293.50 per bar. \$294.00 per bar. \$294.50 per bar. \$295.00 per bar. \$295.50 per bar. \$296.00 per bar. \$296.50 per bar. \$297.00 per bar. \$297.50 per bar. \$298.00 per bar. \$298.50 per bar. \$299.00 per bar. \$299.50 per bar. \$300.00 per bar. \$300.50 per bar. \$301.00 per bar. \$301.50 per bar. \$302.00 per bar. \$302.50 per bar. \$303.00 per bar. \$303.50 per bar. \$304.00 per bar. \$304.50 per bar. \$305.00 per bar. \$305.50 per bar. \$306.00 per bar. \$306.50 per bar. \$307.00 per bar. \$307.50 per bar. \$308.00 per bar. \$308.50 per bar. \$309.00 per bar. \$309.50 per bar. \$310.00 per bar. \$310.50 per bar. \$311.00 per bar. \$311.50 per bar. \$312.00 per bar. \$312.50 per bar. \$313.00 per bar. \$313.50 per bar. \$314.00 per bar. \$314.50 per bar. \$315.00 per bar. \$315.50 per bar. \$316.00 per bar. \$316.50 per bar. \$317.00 per bar. \$317.50 per bar. \$318.00 per bar. \$318.50 per bar. \$319.00 per bar. \$319.50 per bar. \$320.00 per bar. \$320.50 per bar. \$321.00 per bar. \$321.50 per bar. \$322.00 per bar. \$322.50 per bar. \$323.00 per bar. \$323.50 per bar. \$324.00 per bar. \$324.50 per bar. \$325.00 per bar. \$325.50 per bar. \$326.00 per bar. \$326.50 per bar. \$327.00 per bar. \$327.50 per bar. \$328.00 per bar. \$328.50 per bar. \$329.00 per bar. \$329.50 per bar. \$330.00 per bar. \$330.50 per bar. \$331.00 per bar. \$331.50 per bar. \$332.00 per bar. \$332.50 per bar. \$333.00 per bar. \$333.50 per bar. \$334.00 per bar. \$334.50 per bar. \$335.00 per bar. \$335.50 per bar. \$336.00 per bar. \$336.50 per bar. \$337.00 per bar. \$337.50 per bar. \$338.00 per bar. \$338.50 per bar. \$339.00 per bar. \$339.50 per bar. \$340.00 per bar. \$340.50 per bar. \$341.00 per bar. \$341.50 per bar. \$342.00 per bar. \$342.50 per bar. \$343.00 per bar. \$343.50 per bar. \$344.00 per bar. \$344.50 per bar. \$345.00 per bar. \$345.50 per bar. \$346.00 per bar. \$346.50 per bar. \$347.00 per bar. \$347.50 per bar. \$348.00 per bar. \$348.50 per bar. \$349.00 per bar. \$349.50 per bar. \$350.00 per bar. \$350.50 per bar. \$351.00 per bar. \$351.50 per bar. \$352.00 per bar. \$352.50 per bar. \$353.00 per bar. \$353.50 per bar. \$354.00 per bar. \$354.50 per bar. \$355.00 per bar. \$355.50 per bar. \$356.00 per bar. \$356.50 per bar. \$357.00 per bar. \$357.50 per bar. \$358.00 per bar. \$358.50 per bar. \$359.00 per bar. \$359.50 per bar. \$360.00 per bar. \$360.50 per bar. \$361.00 per bar. \$361.50 per bar. \$362.00 per bar. \$362.50 per bar. \$363.00 per bar. \$363.50 per bar. \$364.00 per bar. \$364.50 per bar. \$365.00 per bar. \$365.50 per bar. \$366.00 per bar. \$366.50 per bar. \$367.00 per bar. \$367.50 per bar. \$368.00 per bar. \$368.50 per bar. \$369.00 per bar. \$369.50 per bar. \$370.00 per bar. \$370.50 per bar. \$371.00 per bar. \$371.50 per bar. \$372.00 per bar. \$372.50 per bar. \$373.00 per bar. \$373.50 per bar. \$374.00 per bar. \$374.50 per bar. \$375.00 per bar. \$375.50 per bar. \$376.00 per bar. \$376.50 per bar. \$377.00 per bar. \$377.50 per bar. \$378.00 per bar. \$378.50 per bar. \$379.00 per bar. \$379.50 per bar. \$380.00 per bar. \$380.50 per bar. \$381.00 per bar. \$381.50 per bar. \$382.00 per bar. \$382.50 per bar. \$383.00 per bar. \$383.50 per bar. \$384.00 per bar. \$384.50 per bar. \$385.00 per bar. \$385.50 per bar. \$386.00 per bar. \$386.50 per bar. \$387.00 per bar. \$387.50 per bar. \$388.00 per bar. \$388.50 per bar. \$389.00 per bar. \$389.50 per bar. \$390.00 per bar. \$390.50 per bar. \$391.00 per bar. \$391.50 per bar. \$392.00 per bar. \$392.50 per bar. \$393.00 per bar. \$393.50 per bar. \$394.00 per bar. \$394.50 per bar. \$395.00 per bar. \$395.50 per bar. \$396.00 per bar. \$396.50 per bar. \$397.00 per bar. \$397.50 per bar. \$398.00 per bar. \$398.50 per bar. \$399.00 per bar. \$399.50 per bar. \$400.00 per bar. \$400.50 per bar. \$401.00 per bar. \$401.50 per bar. \$402.00 per bar. \$402.50 per bar. \$403.00 per bar. \$403.50 per bar. \$404.00 per bar. \$404.50 per bar. \$405.00 per bar. \$405.50 per bar. \$406.00 per bar. \$406.50 per bar. \$407.00 per bar. \$407.50 per bar. \$408.00 per bar. \$408.50 per bar. \$409.00 per bar. \$409.50 per bar. \$410.00 per bar. \$410.50 per bar. \$411.00 per bar. \$411.50 per bar. \$412.00 per bar. \$412.50 per bar. \$413.00 per bar. \$413.50 per bar. \$414.00 per bar. \$414.50 per bar. \$415.00 per bar. \$415.50 per bar. \$416.00 per bar. \$416.50 per bar. \$417.00 per bar. \$417.50 per bar. \$418.00 per bar. \$418.50 per bar. \$419.00 per bar. \$419.50 per bar. \$420.00 per bar. \$420.50 per bar. \$421.00 per bar. \$421.50 per bar. \$422.00 per bar. \$422.50 per bar. \$423.00 per bar. \$423.50 per bar. \$424.00 per bar. \$424.50 per bar. \$425.00 per bar. \$425.50 per bar. \$426.00 per bar. \$426.50 per bar. \$427.00 per bar. \$427.50 per bar. \$428.00 per bar. \$428.50 per bar. \$429.00 per bar. \$429.50 per bar. \$430.00 per bar. \$430.50 per bar. \$431.00 per bar. \$431.50 per bar. \$432.00 per bar. \$432.50 per bar. \$433.00 per bar. \$433.50 per bar. \$434.00 per bar. \$434.50 per bar. \$435.00 per bar. \$435.50 per bar. \$436.00 per bar. \$436.50 per bar. \$437.00 per bar. \$437.50 per bar. \$438.00 per bar. \$438.50 per bar. \$439.00 per bar. \$439.50 per bar. \$440.00 per bar. \$440.50 per bar. \$441.00 per bar. \$441.50 per bar. \$442.00 per bar. \$442.50 per bar. \$443.00 per bar. \$443.50 per bar. \$444.00 per bar. \$444.50 per bar. \$445.00 per bar. \$445.50 per bar. \$446.00 per bar. \$446.50 per bar. \$447.00 per bar. \$447.50 per bar. \$448.00 per bar. \$448.50 per bar. \$449.00 per bar. \$449.50 per bar. \$450.00 per bar. \$450.50 per bar. \$451.00 per bar. \$451.50 per bar. \$452.00 per bar. \$452.50 per bar. \$453.00 per bar. \$453.50 per bar. \$454.00 per bar. \$454.50 per bar. \$455.00 per bar. \$455.50 per bar. \$456.00 per bar. \$456.50 per bar. \$457.00 per bar. \$457.50 per bar. \$458.00 per bar. \$458.50 per bar. \$459.00 per bar. \$459.50 per bar. \$460.00 per bar. \$460.50 per bar. \$461.00 per bar. \$461.50 per bar. \$462.00 per bar. \$462.50 per bar. \$463.00 per bar. \$463.50 per bar. \$464.00 per bar. \$464.50 per bar. \$465.00 per bar. \$465.50 per bar. \$466.00 per bar. \$466.50 per bar. \$467.00 per bar. \$467.50 per bar. \$468.00 per bar. \$468.50 per bar. \$469.00 per bar. \$469.50 per bar. \$470.00 per bar. \$470.50 per bar. \$471.00 per bar. \$471.50 per bar. \$472.00 per bar. \$472.50 per bar. \$473.00 per bar. \$473.50 per bar. \$474.00 per bar. \$474.50 per bar. \$475.00 per bar. \$475.50 per bar. \$476.00 per bar. \$476.5

RED WINES BY THE BOTTLE

MERLOT

Walnut Crest "Select" – Chile \$33
Notes of strawberry, ripe red fruits and subtle spice.

BV Coastal Estates – California \$35
Lovely red fruit aromas, complemented by peppery oak notes. Palate is lively and bright, brimming with ripe plum and juicy black cherry flavors.

Sterling Vintner's Collection – California \$46
Rich black cherry, cocoa and brombly berries lay the foundation. Hints of sage and pepper, joined by subtle oak nuances from 12 month aging.

MALBEC

Don Miguel Gascon Argentina \$45
Full-bodied with intense aromas of dark fruit and spice. Fresh flavors of blackberry, blueberry and plum swirl through the wine, weaving together with layers of black spice and a hint of chocolate.

CABERNET SAUVIGNON

Fetzer Valley Oaks – California \$33
A multi-layered wine with textures of ripe blackberry, mocha, toffee and vanilla.

Dark Horse – California \$33
Coffee, mocha and ripe blackberry. Rich and intense with dark fruit flavors, hints of vanilla.

Beringer Main & Vine – California \$34
The sweet vanilla and richness of the oak flavors blend seamlessly, offering just a hint of spice.

Five Rivers Select – California \$35
Aromas of black cherry and herbal sagebrush, with a nice hint of toasty oak.

Bonterra Organic – California \$43
Crafted from certified organically grown grapes. Flavors of cherry and currant. A lingering finish.

Concha y Toro, Gran Reserva Serie Riberas – Chile \$53
Deep red with bouquet brimming with intense aromas of plums, Morello cherries, chocolate and oakis.

PINOT NOIR

Fetzer – California \$33
Light with ripe, bright cherry and strawberry notes.

Edna Valley – California \$37
Aromatically complex, this wine displays nuances of rose petal, cold, earth and black cherry.

Rainstorm – Oregon \$46
Pomegranates, cherries, boysenberry and lavender. Smooth, rich with hints of vanilla and baking spice.

Professional Centerplate bartenders are required for all alcohol services. Bartender fee of \$180 per bar (3 hrs) will be applicable.



**EXHIBIT “3-2”
PUBLIC BENEFITS**

1. Emergency Catering Services:

A. Centerplate shall provide Emergency Catering Services, upon the request of the City Manager. The City and Centerplate will agree upon menu, fixed pricing and response times required for FEMA reimbursement. Emergency Menu Items shall be excluded from the calculation of Gross Receipts. Pricing will be based on existing market conditions and subject to change based on commodity increase.

2. Public Benefit Programs

A. City will be allowed to use the Carl Fisher as a point of distribution for meals during emergency events.

B. Centerplate has committed to participate in delineated social programs including donating unused food to the food bank and/or Housing and Community Services food distribution programs.

C. 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 Buildings, and shall provide at least four (4) local chef participation events at the Clubhouse Buildings, which may include, without limitation:

1. pop-up restaurants and culinary demonstrations, craft cocktail, beer, wine and food pairings;
2. creating celebratory occasions for events after 5 like “Roaring 20’s Night” and “An Evening with Ernest Hemingway—Sip, Savor & Storytelling.”; and
3. creation of menu items and beverages for the Clubhouse Buildings by location chefs and restaurateurs like La Chefette, Michelle Bernstein, Joe’s Stone Crab, Azabu.

D. Centerplate will deploy its Culinary & Hospitality internships twice a year, where aspiring culinary/hospitality local college students, from Miami-Dade College, Florida International University, etc., can gain valuable, on-the-job experience working in the many culinary and hospitality disciplines throughout the Miami Beach Convention Center Campus. As part of our Culinary & Hospitality internship program, students will work alongside our leaders, create lasting memories and culinary experiences for our guests and clients while mastering their craft in one of the most recognized cultural and leisure destinations.

E. Centerplate will work every year with various collegiate hospitality and career programs from local colleges to bring exposure to this Culinary & Hospitality internships program thru career and hospitality job fair participation and meetings.

F. 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. To this end, Centerplate will continue to partner with Miami Beach High School, by offering quarterly in-school/on-site culinary demonstrations, career insight sessions of the meeting and events industry with our leadership team members and provide a minimum of five (5) the Miami Beach High Hospitality Students, subject to demand, with a minimum of ten (10) volunteer opportunities throughout the school year.

EXHIBIT "3-3"

OUTDOOR CONCESSION AREA GUIDELINES

- 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 may request permission to play live and ambient music, subject to the 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:** The Convention Center Manager shall provide the routine maintenance for the greenscape and hardscape located within the Outdoor Concession Area; however, Concessionaire shall be responsible for any damage to the greenscape 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.

EXHIBIT “4”

CITY’S COVID-19 GUIDELINES

This Agreement is subject to Miami Dade County and City of Miami Beach Emergency Orders, with special attention to COVID-19. The following COVID-19 resources, protocols and procedures can be embedded in the programming with approval by the City.

- [Miami Dade County Emergency Orders](#) and [New Normal](#) Guidelines
- CDC Community Organizations & Gatherings - <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html>
- CDC Events and Gatherings Readiness and Planning Tool - <https://www.cdc.gov/coronavirus/2019-ncov/downloads/community/COVID19-events-gatherings-readiness-and-planning-tool.pdf>
- [Florida Department of Health](#)
- City of Miami Beach [State of Emergency Declaration](#) and [Emergency Measures](#)
- [CDC COVID-19 Consideration for Outdoor Farmers Markets](#) - <https://www.cdc.gov/coronavirus/2019-ncov/community/outdoor-farmers-markets.html>

EXHIBIT "5"
ADDITIONAL INVESTMENT BUDGET
(CLUBHOUSE BUILDINGS)

CARL FISHER CLUBHOUSE CAPITAL INVESTMENT	
Construction, Interior Finishes & Fixtures, Furniture, & Signage	\$500,000
Bar Equipment	\$45,000
Back of House and Front of House Smallwares	\$85,000
Subtotal	<u>\$630,000</u>
Project Management Fees	\$15,000
Design Fees	\$25,000
Contingency	\$80,000
Total	<u>\$750,000</u>

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AND WAIVING THE FORMAL COMPETITIVE BIDDING REQUIREMENT IN SECTION 2-367(e) OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING, BY 6/7TH VOTE, AMENDMENT NO. 3 TO THE CATERING AND CONCESSION SERVICES AGREEMENT, DATED JUNE 5, 2013, WITH SERVICE AMERICA CORPORATION D/B/A CENTERPLATE; SAID AMENDMENT: (1) EXPANDING THE SCOPE OF THE AGREEMENT TO INCLUDE THE FOOD AND BEVERAGE SERVICES FOR THE CARL FISHER CLUBHOUSE BUILDINGS, LOCATED WITHIN THE 21ST STREET COMMUNITY CENTER COMPLEX, AT 2100 WASHINGTON AVENUE; (2) APPROVING CENTERPLATE'S CAPITAL CONTRIBUTION, IN AN AMOUNT NOT TO EXCEED \$750,000, FOR THE CARL FISHER CLUBHOUSE BUILDINGS; (3) RESTRUCTURING THE FINANCIAL TERMS FOR THE CATERING AND CONCESSION OPERATIONS OF THE MIAMI BEACH CONVENTION CENTER AND CARL FISHER CLUBHOUSE BUILDINGS, BY REQUIRING THE CITY TO PAY A MANAGEMENT FEE OF 4% (INSTEAD OF 7%) OF GROSS RECEIPTS, AND REQUIRING CENTERPLATE TO PAY THE CITY 83% (INSTEAD OF 95%) OF THE NET OPERATING PROFITS; AND (4) EXTENDING THE TERM OF THE ENTIRE AGREEMENT FOR AN ADDITIONAL FOUR (4) YEAR PERIOD, EXPIRING ON SEPTEMBER 30, 2026; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 3.

WHEREAS, on June 5, 2013, the City of Miami Beach and Service America Corporation d/b/a/ Centerplate ("Centerplate") entered into a Catering and Concession Services Agreement for the Miami Beach Convention Center ("MBCC"), having an initial term of three (3) years, with two (2) one-year renewal terms, at the City's option (the "Agreement"); and

WHEREAS, in order to ensure continuity of services for a full operational year, following the completion of the MBCC 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, as memorialized in Amendment No. 1 to the Agreement, with an effective date of July 1, 2016; and

WHEREAS, on September 12, 2018, the Mayor and City Commission adopted Resolution No. 2018-30507, approving Amendment No. 2 to the Agreement, executed on October 3, 2018, extending the term of the Agreement from September 30, 2020 to September 30, 2022 and modifying the management and fee structure of the Agreement; and

WHEREAS, as consideration for the two-year extension, memorialized in Amendment No. 2, Centerplate made a capital investment of \$150,000 toward food service capital projects, in addition to the \$300,000 capital investment required in the Agreement at the time, and restructured 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; and

WHEREAS, the goal of the modification to the financial terms 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 receive all profits for their services, to an agreement where the City and Centerplate are positioned as partners (financially and operationally) for increased success and overall flexibility in the relationship; and

WHEREAS, in 2019, the Administration sought to renovate the Carl Fisher Clubhouse and Clubhouse Annex (f/k/a Little Stage Theater) (collectively the "Carl Fisher Clubhouse" or "Carl Fisher Clubhouse buildings") with the vision to make Collins Canal Park a center of action with people from the neighborhood and tourists gathering for events and relaxation; and

WHEREAS, at its January 15, 2020, City Commission meeting, the Mayor and City Commission directed the City Administration to issue a Request for Letters of Interest (RFLI) for a Food and Beverage Operator (Restaurant Venue) at the Carl Fisher Clubhouse; and

WHEREAS, on January 27, 2020, by way of LTC, the Administration requested authorization to issue a Request for Proposals (RFP), instead of an RFLI, in order to better assess the qualifications, methodology, and financial factors associated with this project and avoid the possibility of any future award requiring a bid waiver; and

WHEREAS, accordingly, on January 28, 2020, the Administration issued Request for Proposals (the "RFP") 2020-109-WG for a Food and Beverage Operator at the Carl Fisher Clubhouse, 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; and

WHEREAS, on March 10, 2020, the City received only one proposal, from Centerplate; and

WHEREAS, in the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations; and

WHEREAS, the proposal submitted by Centerplate, was found to be responsive to the requirements of the RFP, and also satisfied the City's primary goal of ensuring that the Carl Fisher Clubhouse buildings would be an integral extension of the MBCC Campus, and providing the same level of service to the public as is provided at the MBCC; and

WHEREAS, on July 29, 2020, the Mayor and City Commission adopted Resolution No. 2020-31334 awarding the contract pursuant to the RFP to Centerplate and referring a discussion on the material terms of the Agreement to the Finance and Citywide Project Committee (n/k/a the "Finance and Economic Resiliency 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 services for the Carl Fisher Clubhouse buildings and the MBCC food and beverage services would run concurrently, and voted, by acclamation, to move the item to the full City Commission; and

WHEREAS, the Administration recommended amending the Agreement to include the scope of the RFP, due to the synergy of services between the MBCC and the Carl Fisher Clubhouse buildings; and

WHEREAS, one key element of the negotiations was 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 the effective management techniques of Centerplate; and

WHEREAS, under the current terms of the Agreement, Centerplate receives a monthly Management Fee equal to 7% of Gross Receipts and 5 % of the monthly Net Operating Profits, with the City receiving 95% of the monthly Net Operating Profits; and

WHEREAS, part of the essential proposed financial terms of Amendment No. 3 ("Amendment") to the Agreement include a reduction in the percentage of fees incurred by the City of Miami Beach in relation to Gross Receipts generated by the Carl Fisher Clubhouse buildings and the MBCC and restructures the share of Net Operating Profits that is available to Centerplate; and

WHEREAS, the essential terms of the proposed Amendment are as follows:

1. Financial
 - a. Management Fee - 4% of Gross Receipts
 - b. Profit Sharing Distribution – City - 83% of Net Operating Profits; Centerplate – 17% of Net Operating Profits;
2. Extension of Term of Entire Agreement
Amendment No. 3 will create a co-terminus expiration date of September 30, 2026 for both, the MBCC and the Carl Fisher Clubhouse buildings, operations. There are no additional options to extend the Agreement beyond this date;
3. Capital Investment
Centerplate will invest up to \$750,000 in capital improvements designed to increase the Carl Fisher Clubhouse buildings' attractiveness and support a successful operation;
4. Proforma – Financial Modeling
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 Clubhouse buildings' operations and food and beverage operations at MBCC;
5. Emergency Catering Services
City will be allowed to use the Carl Fisher Clubhouse buildings as a point of distribution for meals during emergency events;
6. Public Benefit Programs
 - the City will have access to space with a specified "at cost" structure including no rental charges; and
 - 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;

7. 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; and
8. Sustainability
A comprehensive sustainability program will be instituted designed to reduce non-recyclable or compostable waste to a minimum; and

WHEREAS, as the proposed extension of the term would result in a concession agreement in excess of ten years, pursuant to Section 1.03 (f) of the City Charter, the proposed Amendment requires approval by a majority of 4/7th vote of all members of the Planning Board and 6/7th vote of all members of the City Commission; 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, the Planning Board met on April 27, 2021 and approved, by 4/7ths vote, pursuant to Section 1.03(f) of the City Charter, and Section 118-51(11) of the City's Land Development Regulations, Amendment No. 3 to the Agreement; and

WHEREAS, the terms of the proposed Amendment create a balanced approach to achieving a positive financial outcome and enhancing the quality of life for our community; and, as such, the City Manager recommends that the Mayor and City Commission waive, by 5/7th vote, the formal competitive bidding requirement in Section 2-367(e) of the City Code, as being in the best interest of the City, and approve, by 6/7th vote, Amendment No. 3, incorporated herein by reference and attached hereto as Exhibit "A".

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 Economic Resiliency Committee, and waive the formal competitive bidding requirement in Section 2-367(e) of the City Code, finding such waiver to be in the best interest of the City, and approve, by 6/7th vote, Amendment No. 3 to the Catering and Concession Services Agreement, dated June 5, 2013, with Service America Corporation d/b/a Centerplate; said amendment: (1) expanding the scope of the Agreement to include the food and beverage services for the Carl Fisher Clubhouse buildings, located within the 21st Street Community Center Complex, at 2100 Washington Avenue; (2) approving Centerplate's capital contribution, in an amount not to exceed \$750,000, for the Carl Fisher Clubhouse buildings; (3) restructuring the financial terms for the catering and concession operations of the Miami Beach Convention Center and Carl Fisher Clubhouse buildings, by requiring the City to pay a Management Fee of 4% (instead of 7%) of Gross Receipts, and requiring Centerplate to pay the City 83% (instead of 95%) of the Net Operating Profits; and (4) extending the term of the entire Agreement for an additional four (4) year period, expiring on September 30, 2026; and further authorize the Mayor and City Clerk to execute Amendment No. 3.

PASSED AND ADOPTED this _____ day of _____ 2021.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

5-3-21

Date



ATTACHMENT B

Centerplate Amendment #3 Financial Structure Comparison

for illustrative purposes only based on projects.

Current Structure		Proposed Structure	
Management Fee Paid by City ¹	7%	Management Fee Paid by City ¹	4%
Revenue Share Paid by Centerplate ²	95%	Revenue Share Paid by Centerplate ²	83%
Projected Revenue		Projected Revenue	
Catering Sales	\$ 2,515,787	Catering Sales	\$ 2,515,787
Special Event Catering Sales	\$ 380,000	Special Event Catering Sales	\$ 380,000
Concessions Sales	\$ 1,015,768	Concessions Sales	\$ 1,015,768
Other Income	\$ 1,072,444	Other Income	\$ 1,072,444
Projected Gross Revenue	\$ 4,983,998	Projected Gross Revenue	\$ 4,983,998
Expenses		Expenses	
Cost of Sales	\$ 982,444	Cost of Sales	\$ 982,444
Admin/Office Labor	\$ 109,056	Admin/Office Labor	\$ 109,056
Variable Labor	\$ 946,676	Variable Labor	\$ 946,676
Semi Variable Labor	\$ 1,410,673	Semi Variable Labor	\$ 1,410,673
Operating Expenses	\$ 637,848	Operating Expenses	\$ 637,848
Depreciation	\$ 56,400	Depreciation	\$ 56,400
Property Taxes	\$ 10,315	Property Taxes	\$ 10,315
Management Fee	\$ 348,880	Management Fee	\$ 199,360
Projected Expenses	\$ 4,502,292	Projected Expenses	\$ 4,352,772
Projected Gross Revenue	\$ 4,983,998	Projected Gross Revenue	\$ 4,983,998
Projected Expenses	\$ 4,502,292	Projected Expenses	\$ 4,352,772
Projected Net Revenue	\$ 481,706	Projected Net Revenue	\$ 631,226
Current Management Fee to Centerplate (7% of Gross Revenue)	\$ 348,880	Current Management Fee to Centerplate (4% of Gross Revenue)	\$ 199,360
Current Revenue Share to City (95% of Net Revenue)	\$ 457,621	Current Revenue Share to City (83% of Net Revenue)	\$ 523,918
Total City Yield (Current Structure)	\$ 108,741	Total City Yield (Proposed Structure)	\$ 324,558