

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING, IN SUBSTANTIAL FORM, A PROFESSIONAL SERVICES AGREEMENT WITH DANNY BERRY BASEBALL CAMP, INC. FOR YOUTH BASEBALL PROGRAMMING, FOR AN INITIAL TERM OF THREE (3) YEARS, WITH TWO (2) ONE-YEAR RENEWAL TERMS, AT THE CITY'S OPTION, SUBJECT TO FINAL NEGOTIATION BY THE ADMINISTRATION; SAID AGREEMENT PROVIDING FOR THE PAYMENT TO DANNY BERRY OF AN ANNUAL MANAGEMENT FEE, IN THE AMOUNT OF \$156,850.00, AND THE REIMBURSEMENT OF PROGRAM OPERATING EXPENSES, IN THE AMOUNT NOT TO EXCEED \$620,650.00 ANNUALLY, FOR A TOTAL ANNUAL CONTRACT AMOUNT NOT TO EXCEED \$777,500.00; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENT.

WHEREAS, on March 26, 2018, the City of Miami Beach executed an agreement with Danny Berry Baseball Camp, Inc. ("Danny Berry") to administer a youth baseball program for the City (the "Program"), pursuant to a bid waiver, approved via Resolution No. 2018-30240; and

WHEREAS, that agreement commenced on August 1, 2018, and had an initial term of three (3) years, with two (2) additional one (1) year renewal terms, at the City Manager's sole option and discretion, and is set to expire on September 30, 2023; and

WHEREAS, during the February 1, 2023 City Commission meeting, an item titled "Discuss/take action, Parks and Recreation Advisory Board Recommendation – Extend Contract with Danny Berry Baseball," was heard; and

WHEREAS, upon conclusion of the discussion, a motion was passed, directing the Administration to negotiate an agreement with Danny Berry as a bid waiver, subject to approval of the negotiated agreement by the City Commission; and

WHEREAS, since 2015, the Danny Berry has been offering quality recreational and travel baseball programs to the Miami Beach community at North Shore Park, Polo Park and Flamingo Park; and

WHEREAS, the Program had over 563 participants in the recreational league for the 2022-2023 fall and spring seasons, as well as 51 participants in the travel league; and

WHEREAS, the success of the Program is evidenced by the incredible support it has received from numerous parents, whose children participate in the Program, and the favorable recommendation of the Parks and Recreational Facilities Board, pursuant to the following unanimous motion passed at its January 19, 2023 meeting:

"The Parks and Recreational facilities Advisory Board motions to support continuing the youth baseball program with Danny Berry Baseball as the program provider by extending the contract, waiving bid process, and negotiating any contract points

deemed appropriate by the Parks Department based on the overwhelming community support received at this evening's meeting"; and

WHEREAS, the Administration has been in negotiation with Danny Berry over the past several months, and has reached consensus as to the following essential business terms:

- Term: The Agreement shall have an initial term of three (3) years, with two (2) additional one (1) year terms, on a year-to-year basis, at the sole discretion of the City Manager; during each renewal term (1) the City may consider an adjustment to price based upon the applicable Bureau of Labor Statistics (www.bls.gov) CPI-U index Consumer Price Index (CPI); and (2) the City may also, at its sole option and discretion, consider price increases based on increases mandated by the City's Living Wage Ordinance (as codified in Sections 2-407 through 2-410 of the City Code, and as may be amended from time to time);
- Fee: Danny Berry shall be paid an annual Management Fee, in the amount of \$156,850.00, in four (4) payment intervals, as follows:
 - Forty percent (40%) of the total Management Fee, in the amount of \$62,740.00 shall be due to the Contractor no later than two (2) weeks following the City's receipt and acceptance of the certified Rosters for the season;
 - Twenty percent (20%) of the total Management Fee, in the amount of \$31,370.00, shall be due to the Contractor no later than six (6) weeks following the City's receipt and acceptance of the certified Rosters for the season;
 - Twenty percent (20%) of the total Management Fee, in the amount of \$31,370.00, for the season shall be due to the Contractor no later than ten (10) weeks following the City's receipt and acceptance of the certified Rosters for the season; and
 - The remaining twenty percent (20%) of the total Management Fee, in the amount of \$31,370.00, shall be due to the Contractor no later than two (2) weeks following the conclusion the season;
- Reimbursable Expenses: Danny Berry will be reimbursed, on a monthly basis, for all Program operating expenses, up to a maximum amount of \$620,650.00 annually; and
- The City will be responsible for the collection of all revenues associated with the Program, estimated to be \$789,450.00.00 annually, which revenue will be used to fund the Management Fee as well as the Reimbursement Expenses; and

WHEREAS, the City Manager recommends the waiver of the competitive bidding requirement for the Agreement with Danny Berry, as being in the best interest of the City, due to the success and popularity of the youth baseball Program under the management of Danny Berry; and

WHEREAS, based upon the foregoing, and as permitted under Section 2-367(e) of the City Code, the City Manager recommends waiving, by 5/7th vote, the formal competitive bidding requirement, finding such waiver to be in the best interest of the City, and approving, in substantial form, the proposed draft Professional Services Agreement with Danny Berry, attached to the City Commission Memorandum accompanying this Resolution as Exhibit "B", subject to final negotiation by the Administration; and further authorizing the City Manager and City Clerk to execute the final Agreement.


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 waive, by 5/7th vote, the formal competitive bidding requirement, finding such waiver to be in the best interest of the City, and approve, in substantial form, a Professional Services Agreement with Danny Berry Baseball Camp, Inc, for youth baseball programming, for an initial term of three (3) years, with two (2) one-year renewal terms, at the City's option, subject to final negotiation by the Administration; said Agreement providing for the payment to Danny Berry of an annual Management Fee, in the amount of \$156,850.00, and the reimbursement of program operating expenses, in the amount not to exceed \$620,650.00 annually, for a total annual contract amount not to exceed \$777,500.00; and further authorize the City Manager and City Clerk to execute the final agreement.

PASSED AND ADOPTED this 28th day of June 2023.

Dan Gelber, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney *[Signature]* 6-12-23
Date