

MIAMI BEACH

City Commission Meeting SUPPLEMENTAL MATERIAL 1

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
June 5, 2013

Mayor Matti Herrera Bower
Vice-Mayor Jonah Wolfson
Commissioner Jorge R. Exposito
Commissioner Michael Góngora
Commissioner Jerry Libbin
Commissioner Edward L. Tobin
Commissioner Deede Weithorn

City Manager Jimmy L. Morales
City Attorney Jose Smith
City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

SUPPLEMENTAL AGENDA

C7 - Resolutions

- C7A A Resolution Approving And Authorizing The City Manager Or His Designee To Take The Following Actions: 1) Submit A Grant Application To The Florida's Safe Routes To School Program In The Approximate Amount Of \$150,000 For Funding For Various Infrastructure Improvements, For Fienberg-Fisher K-8 Center; 2) Submit A Grant Application To The Florida's Safe Routes To School Program, For Funding, In The Approximate Amount Of \$800,000 For Various Infrastructure Improvements At Nautilus Middle School And North Beach Elementary And For A Traffic Study And Various Infrastructure Improvements At Miami Beach Senior High School; 3) Submit An Application To Florida Department Of Transportation For Funding In The Approximate Amount Of \$1,000,000 For Transportation Alternatives Program (TAP) Funds For The Middle Beach Recreational Corridor From 58th To 64th Street; And Further, Retroactively Approving The Following: 4) Submittal Of A Grant Application To The US Department Of Justice, Office Of Community Oriented Policing Services (COPS), Cops Hiring Program For Funding In The Approximate Amount Of \$1,600,000 Over Three Years For The Hiring Of Additional Career Law Enforcement Officers; Appropriating The Above Grants, Matching Funds And City Expenses, If Approved And Accepted By The City Authorizing The Execution Of All Necessary Documents Related To The Aforestated Applications, Including, Without Limitation, Audits Of Such Grants, And Authorizing The City Manager Or His Designee To Take All Necessary Actions Related To These Grants.

(Budget & Performance Improvement)
(Resolution)

C7 - Resolutions (Continued)

C7C A Resolution Authorizing The Mayor And City Clerk To Execute Amendment No. 2 To The Existing Professional Services Agreement Between The City Of Miami Beach And Atkins North America, Inc. Dated September 23, 2011, For The Bayshore Neighborhood No. 8 Right Of Way Infrastructure Improvement - Central Bayshore (Package A), Lower North Bay Road (Package B), And Lake Pancoast (Package C) Projects, For Additional Resident Project Representative Services, For A Period Of Eight (8) Months, In The Negotiated Not-To-Exceed Amount Of \$234,409 And An Additional Amount Of \$6,950 For Reimbursables Expenses, For A Total Amount Of \$241,359, With Previously Appropriated Funding.

(Capital Improvement Projects Office)

(Resolution)

C7M A Resolution Approving And Accepting Two (2) Easements From Dorothy Riggs, John Riggs, William Riggs, And BMO Harris Bank As The Owners Of The Property Located At 6876 Collins Avenue (The Publix Property) For: 1) A Utility Easement Located At The South End Of The Property For The Construction, Installation, Maintenance, Repair, And Replacement Of City Utilities; And 2) A Non-Exclusive Pedestrian Easement On The North Side Of The Property Parallel To The South Side Of 69th Street, From Collins Avenue To Harding Avenue.

(Public Works)

(Resolution)

C7O A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee On March 21, 2013, Allowing For The Use Of Vacant City-Owned Fee Simple Land, As May Become Available From Time To Time, For The Purpose Of Staging And/Or Storing Construction Equipment In Connection With City-Funded Construction Projects Only; And Further Directing The Administration To Develop Policies And Procedures For Such Purpose.

(Real Estate, Housing & Community Development)

(Resolution)

R5 - Ordinances

R5B An Ordinance Amending The Code Of The City Of Miami Beach By Amending Chapter 62, Entitled "Human Relations," By Amending Article III, Entitled "Domestic Partnerships," By Amending Section 62-128 To Add Section 62-128(d) To Provide Tax Equity To City Employees With Domestic Partners Enrolled In The City's Health And Dental Plans Who Currently Bear A Disproportionate Tax Burden Over That Of Their Married Counterparts. **12:00 p.m. Second Reading Public Hearing**

(Requested by Commissioner Michael Góngora)

(Legislative Tracking: Human Resources)

(First Reading on May 8, 2013/Referred to FCWPC)

(Memorandum & Ordinance)

R7 - Resolutions

R7B A Resolution Accepting The Recommendation Of The City Manager Pursuant To Invitation To Negotiate (ITN) No. 059-2013ME, And Approving All Material And Substantive Terms Of An Agreement Between The City And Aramark Sports And Entertainment Services, LLC. (Aramark) To Provide Professional Food And Beverage Facilities Management Services For The Miami Beach Convention Center, As Same Are Set Forth In The Term Sheet Attached As Exhibit "A" To This Resolution; Authorizing And Directing Aramark And The City Manager And City Attorney's Office To Finalize The Agreement, Based On The Approved Term Sheet; Further Authorizing Aramark And The City Manager And City Attorney's Office To Make Any Non-Substantive And Non-Material Revisions And/Or Additions To The Agreement, As Required, And Authorizing The Mayor And City Clerk To Execute The Final Agreement (Said Agreement Having An Initial Term Of Three (3) Years, Commencing On October 1, 2013, And Ending On September 30, 2016, With Two (2) One Year Renewal Terms, To Be Exercised At The City's Sole Option And Discretion).

(Tourism, Culture & Economic Development)

(Memorandum & Resolution)

R7E A Resolution Consenting To The Appointment Of David D. Martinez As The Acting Director Of The Office Of Capital Improvement Projects For The City Of Miami Beach.

(Human Resources)

(Memorandum & Resolution)

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RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE FOLLOWING ACTIONS: 1) SUBMIT A GRANT APPLICATION TO FLORIDA'S SAFE ROUTES TO SCHOOL PROGRAM IN THE APPROXIMATE AMOUNT OF \$150,000 FOR FUNDING FOR VARIOUS INFRASTRUCTURE IMPROVEMENTS, FOR FIENBERG-FISHER K-8 CENTER; 2) SUBMIT A GRANT APPLICATION TO THE FLORIDA'S SAFE ROUTES TO SCHOOL PROGRAM, FOR FUNDING, IN THE APPROXIMATE AMOUNT OF \$800,000 FOR VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR NAUTILUS MIDDLE SCHOOL, AND NORTH BEACH ELEMENTARY SCHOOL AND FOR A TRAFFIC STUDY AND VARIOUS INFRASTRUCTURE IMPROVEMENTS AT MIAMI BEACH SENIOR HIGH SCHOOL; 3) SUBMIT AN APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION FOR FUNDING IN THE APPROXIMATE AMOUNT OF \$1,000,000 FOR TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS FOR THE MIDDLE BEACH RECREATIONAL CORRIDOR FROM 58TH TO 64TH STREET; AND FURTHER, RETROACTIVELY APPROVING THE FOLLOWING: 4) SUBMITTAL OF A GRANT APPLICATION TO THE US DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), COPS HIRING PROGRAM FOR FUNDING IN THE APPROXIMATE AMOUNT OF \$1,600,000 OVER THREE YEARS FOR THE HIRING OF ADDITIONAL CAREER LAW ENFORCEMENT OFFICERS APPROPRIATING THE ABOVE GRANTS, MATCHING FUNDS AND CITY EXPENSES, IF APPROVED AND ACCEPTED BY THE CITY; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THE AFORESTATED APPLICATIONS, INCLUDING, WITHOUT LIMITATION, AUDITS OF SUCH GRANTS, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL NECESSARY ACTIONS RELATED TO THESE GRANTS

WHEREAS, the Florida Safe Routes to School (FLSRTS) Program is a federally funded grant program intended to help communities address their school transportation needs and encourage more students to walk or cycle to school; and

WHEREAS, FLSRTS strives to enable and encourage children in grades Kindergarten through High School, including those with disabilities, to walk and cycle to school; and to facilitate the planning, development, and implementation of projects that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools, the program also seeks to address the safety needs of children already walking or biking in less than ideal conditions; and

WHEREAS, the FLSRTS Program is managed through the Florida Department of Transportation and eligible infrastructure projects may include: pedestrian facilities, bicycle facilities bicycle parking facilities, traffic control devices; and traffic calming; certain non-infrastructure projects are also eligible; and

WHEREAS, in 2011, the City applied for FLSRTS Program funding for various infrastructure improvements to improve the safety of students walking and bicycling to Biscayne Point Elementary and as a result of the application, the City was notified that it will be awarded funding for this project; and

Agenda Item C7A
Date 6-5-13

WHEREAS, FDOT is currently soliciting applications for funding under the FLSRTS Program for infrastructure and non-infrastructure projects for Fiscal Years 2013/14 through 2017/18; and

WHEREAS, the City's Committee for Quality Education in Miami Beach approved a motion at its February 26, 2013 meeting, to nominate Fienberg-Fisher K-8 Center for this year's grant application also at the April 25, 2013 Finance and Citywide Projects Committee, the Committee approved a motion move forward with an application for Fisher Fienberg K-8 Center under the FLSRTS program; and

WHEREAS, through the application process, the City will partner with the school to identify infrastructure deficiencies currently preventing children from safely walking or bicycling to and from the schools and City staff will conduct a series of inspections of the current infrastructure, including sidewalk condition, crosswalks, signalization, signage, pavement striping, traffic calming, lighting, and drainage additionally, City staff will conduct a review of all current and future projects in the school boundary area as well as interviews with the school representatives; and

WHEREAS, this grant does not require matching funds and supports the key intended outcome: enhance mobility throughout the City; and

WHEREAS, approval is requested to submit a grant application to the Florida Safe Routes to School (FLSRTS) Program in the approximate amount of \$150,000 for Fienberg Fisher K-8 Center; and

WHEREAS, in addition to Fienberg Fisher K-8 Center mentioned above, the Committee for Quality Education in Miami Beach, at its February 26, 2013 meeting, also recommended that an application be submitted for improvements at Nautilus Middle School and at the April 25, 2013 Finance and Citywide Projects Committee meeting the Committee recommended moving forward with the application for Nautilus Middle School Projects under the FLSRTS program; and

WHEREAS, the FCWP Committee further directed the Administration to apply for Miami Beach Senior High School and North Beach Elementary under the FLSRTS program for FY 14/15 and this would allow time for the City to conduct a traffic study to evaluate the feasibility of creating a bicycle boulevard along Royal Palm Avenue in the Bayshore neighborhood, including obtaining concurrence from the affected residents and the required approvals from Miami-Dade County; and

WHEREAS, based on input from the community, City staff reconfirmed the FLSRTS program criteria with FDOT Central Office in Tallahassee. FDOT Central Office advised that traffic/planning studies are eligible for funding under the FLSRTS program and recommended that the City combine schools within a two-mile radius into one application; and

WHEREAS, the Safe Routes to School application was again discussed at the May 28, 2013 QEC meeting and the Committee for Quality Education approved a motion requesting that the Mayor and Commission support the request that the Nautilus Safe Routes to School Application for the City of Miami Beach include Nautilus, North Beach Elementary, and Miami Beach Senior High School for the 2013/14; and

WHEREAS, the Administration intends to submit an application, in the approximate amount of \$800,000 to SRTS for the three schools mentioned above; and

WHEREAS, through the application process, the City will partner with the schools to identify infrastructure deficiencies currently preventing children from safely walking or bicycling to and from the schools; and

WHEREAS, a traffic study will be conducted to evaluate the feasibility of constructing a bicycle boulevard along Royal Palm Avenue from 28th Street to 41st Street; and

WHEREAS, Bicycle Boulevards are streets with low motorized traffic volumes and speeds, designated and designed to give bicycle travel priority and use signs, pavement markings, and speed and volume management measures to discourage trips by motor vehicles and create safe, convenient bicycle crossings; and

WHEREAS, a bicycle boulevard along Royal Palm Avenue would provide a safe corridor through the Bayshore neighborhood for children cycling to Miami Beach Senior High, Nautilus Middle, and North Beach Elementary; and

WHEREAS, an extension to the proposed Par 3 Golf Course Off-Road/ Share-Use Path would provide a direct connection between the Scott Rakow Youth Center and Miami Beach Senior High; and

WHEREAS, a series of inspections of the current infrastructure, including sidewalk condition, crosswalks, signalization, signage, pavement striping, traffic calming, lighting, and drainage will be conducted as well as a review of all current and future projects in the school boundary area and interviews with the school representatives; and

WHEREAS, this grant does not require matching funds and supports the key intended outcome: enhance mobility throughout the City; and

WHEREAS, approval is requested to submit a grant application to The Florida Safe Routes to School (FLSRTS) Program in the approximate amount of \$800,000 for Nautilus Middle School, North Beach Elementary School and Miami Beach Senior High School improvements; and

WHEREAS, the Transportation Alternatives Program (TAP) is an element of the Federal Highway Administration's Surface Transportation Program and under the new federal transportation legislation, MAP 21, TAP replaces the former Transportation Enhancement Program; and

WHEREAS, if awarded, projects selected to receive TAP funds will be programmed based on the year the project phase is ready to use the funding with the understanding that funding is subject to the availability of federal funds and an annual appropriation by the legislature; and

WHEREAS, the TAP is administered through Florida Department of Transportation; and

WHEREAS, to date, the City has been successfully awarded \$1,237,598 from the former TEP program, through FDOT for the Middle Beach Recreational Corridor (Eden Roc project and design of 46th -64th Street); and

WHEREAS, in addition to this, there is currently an awarded agreement in the amount of \$1 million pending issuance of an agreement programmed for State FY 2013/14 (July 2013) for the construction of 47-53rd Street, and an application pending review at FDOT (construction of 53-58th Street); and

WHEREAS, the total cost of the MBRC project is \$14,205,709 and in addition to the above \$1,237,598 in FDOT funds received, the City has also appropriated \$359,475 in Quality of Life funds and \$6,415,517 in MDC CDT Interlocal funds (total of \$8,012,590 in previously appropriated funds) and additional funds are programmed in future years for a total of \$6,193,119, and

WHEREAS, it is anticipated that the \$3 million pending agreement or award, would reduce the future year funding needs to \$3,193,119; and

WHEREAS, the Administration intends to apply for funding in the approximate amount of \$1,000,000 for the Middle Beach Recreational Corridor (MBRC) project (Phase 58th to 64th Street - construction); and

WHEREAS, funding, if awarded, will be available between 2014 and 2018; and

WHEREAS, this program does not require matching funds and supports the key intended outcome: enhance mobility throughout the City; and

WHEREAS, approval is requested to submit an application to the Florida Department of Transportation for funding, in the approximate amount of \$1,000,000, for Transportation Alternatives Program funds for the Middle Beach Recreational Corridor, 58th to 64th Street project; and

WHEREAS, the COPS Hiring Program provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts; and

WHEREAS, the grant will cover up to 75% of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer and the grant requires a minimum 25% local cash match and the maximum amount of federal funds available is \$125,000 per officer position; and

WHEREAS, this grant has a non-supplanting requirement that mandates that grant funds not be used to replace state or local funds that would, in the absence of federal aid, be made available for the purpose of the grant. Instead, grant funds must be used to increase the total amount of funds that would otherwise be made available for the grant purposes; and

WHEREAS, the Administration was notified of this grant at the time of printing for the May agenda, with insufficient time to include it on the agenda, as such it is being placed on the June 2013 agenda for retroactive approval; and

WHEREAS, the grant will provide funding for three years (36 months) for each position awarded. At the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of one year (12 months, estimated to be until September 30, 2017), the retained grant funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant and these positions will be maintained in a separate grant-funded account; and

WHEREAS, the Administration proposes applying for this grant to fund five (5) positions, which is the maximum number of positions that the grant will fund, based on

population, funding in the approximate amount of \$1,600,000 over three years will be requested for salaries and benefits; and

WHEREAS, the match amount will be \$400,000 from the FY 13/14 through FY 15/16 Police Department Operating Budget; and

WHEREAS, consideration of whether the City wants to add positions or not, will be part of the budget process, after a determination is made during the budget process, the Administration can withdraw the grant application or not, based on whether new positions were approved in the budget process; and

WHEREAS, this program supports the key intended outcomes: increase visibility of police and maintain crime rates at or below national trends.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby approve and authorize the City Manager or his designee to take the following actions: 1) Submit a grant application to the Florida Safe Routes to School Program in the approximate amount of \$150,000 for Fienberg Fisher K-8 Center; 2) Submit an application to the Florida Safe Routes to School Program in the approximate amount of \$800,000 for Nautilus Middle School, North Beach Elementary School and Miami Beach Senior High School; 3) Submit an application to Florida Department of Transportation for funding, in the approximate amount of \$1,000,000, for Transportation Alternatives Program funds for the Middle Beach Recreational Corridor, 58th to 64th Street; and to approve retroactive submittal of an application to: 4) US Department of Justice, Office of Community Oriented Policing Services (COPS), Cops Hiring Program for funding in the approximate amount of \$1,600,000 over three years for the hiring of additional career Law Enforcement Officers; appropriating the above grants, matching funds and City expenses, if approved and accepted by the City; authorizing the execution of all necessary documents related to these applications, including, without limitation, audits of such grants and authorizing the City Manager or his designee to take all necessary actions related to these grants.

PASSED and ADOPTED this _____ day of _____, 2013.

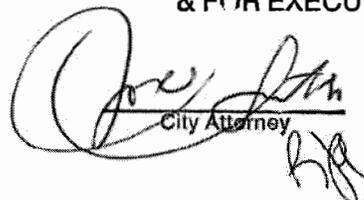
ATTEST:

MAYOR

CITY CLERK

JLM/KGB/JMH
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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

5/30/13

Date

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND ATKINS NORTH AMERICA, INC. DATED SEPTEMBER 23, 2011, FOR THE BAYSHORE NEIGHBORHOOD NO. 8 RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT – CENTRAL BAYSHORE (PACKAGE A), LOWER NORTH BAY ROAD (PACKAGE B), AND LAKE PANCOAST (PACKAGE C) PROJECTS, FOR ADDITIONAL RESIDENT PROJECT REPRESENTATIVE SERVICES, FOR A PERIOD OF EIGHT (8) MONTHS, IN THE NEGOTIATED NOT-TO-EXCEED AMOUNT OF \$234,409 AND AN ADDITIONAL AMOUNT OF \$6,950 FOR REIMBURSABLES EXPENSES, FOR A TOTAL AMOUNT OF \$241,359, WITH PREVIOUSLY APPROPRIATED FUNDING.

WHEREAS, On January 19, 2011, the Mayor and City Commission approved the award of the construction contract for the Right-of-Way Improvements for Bayshore Neighborhood No. 8 Central Bayshore (Package A) and Lake Pancoast (Package C) to Lanzo Construction Co. of Florida (LCC); and

WHEREAS, the Project time in the contract with LCC called for a total of 730 calendar days (or 24 months); and

WHEREAS, on July 13, 2011, the Mayor and City Commission adopted Resolution No. 2011-27682 authorizing the execution of a Professional Services Agreement with Atkins North America, Inc., (CONSULTANT) in the lump sum amount of \$544,000, including reimbursable expenses for Resident Project Representative Services for Neighborhood No. 8 Central Bayshore (Package A), Lower North Bay Road (Package B), and Lake Pancoast (Package C) (the Project) for a period of 26 months; and

WHEREAS, on March 14, 2013, Amendment No. 1 to the Agreement was executed by the City Manager, approving additional Resident Project Representative services to provide management support services related to cost analysis and design and permitting management and monitoring for the Phase II work at Central Bayshore, in the not-to-exceed amount of \$23,925; and

WHEREAS, as stated above, the base contract time for the Resident Project Representative Services was for a period of (26) months, commencing upon the second Notice to Proceed issued to LCC on October 31, 2011; and

WHEREAS, on March 13, 2013, the Mayor and City Commission adopted Resolution No. 2013-28162, approving Amendment No. 2 to the Construction Contract with LCC for Central Bayshore (Package A), for additional scope associated with Phase II work and a time extension of 168 days; and

WHEREAS, the additional scope associated with Phase II work requires additional Resident Project Representative services; and

WHEREAS, additional Resident Project Representative services were necessary due to additional scope added to the Construction Contract with via change orders for additional work related to unforeseen conditions and rain delays, which extended the original project completion date by 76 days; and

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Date 6-5-13

WHEREAS, the additional scope associated with Phase II work and the approved change orders have extended the Construction Completion date by approximately eight (8) months; and

WHEREAS, this Amendment No. 2 to the Agreement in the amount of \$241,359 will provide additional Resident Project Representative services for a period of approximately eight (8) months; and

WHEREAS, City staff have evaluated the Consultant's cost proposal and are in agreement that the proposal is fair and reasonable; and

WHEREAS, Amendment No. 2 to the Agreement, will revise the total contract sum to a not-to-exceed total of \$809,284.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby authorize the Mayor and City Clerk to execute Amendment No. 2 in the negotiated, not to exceed amount of \$241,359, to an existing Agreement between the City of Miami Beach and Atkins North America, Inc., dated September 23, 2011, to provide additional Resident Project Representative Services for the Bayshore Neighborhood No. 8 - Central Bayshore (Package A) And Lake Pancoast (Package C) Project; with previously appropriated funding.

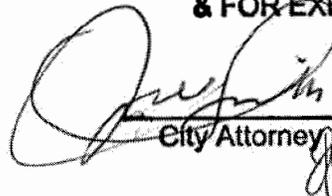
PASSED AND ADOPTED THIS _____ DAY OF _____ 2013.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

5/28/13

Date

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING TWO (2) EASEMENTS FROM DOROTHY RIGGS, JOHN RIGGS, WILLIAM RIGGS, AND BMO HARRIS BANK AS THE OWNERS OF THE PROPERTY LOCATED AT 6876 COLLINS AVENUE (THE PUBLIX PROPERTY) FOR: 1) A UTILITY EASEMENT LOCATED AT THE SOUTH END OF THE PROPERTY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF CITY UTILITIES; AND 2) A NON-EXCLUSIVE PEDESTRIAN EASEMENT ON THE NORTH SIDE OF THE PROPERTY PARALLEL TO THE SOUTH SIDE OF 69TH STREET, FROM COLLINS AVENUE TO HARDING AVENUE.

WHEREAS, during the design process associated with the construction of the new Publix at 6876 Collins Avenue (the Property), the City identified the need for two (2) easements: 1) for a water main; and 2) for pedestrian access; and

WHEREAS, the utility easement will allow the City to maintain the water main infrastructure necessary to provide uninterrupted delivery of safe drinking water to residents; and

WHEREAS, the area of the proposed utility easement is approximately 5084 square feet, and described as a portion of Lots 13 and 22, Block 6 of the amended plat of Second Ocean Front Subdivision, according to the plat thereof, as recorded in the Plat Book 28, Page 28, of the public records of Miami-Dade County, Florida; and

WHEREAS, to improve the streetscape, harmonize with future right-of-way improvements, and to promote public safety (by providing more distance from vehicular traffic), a non-exclusive easement is necessary for a public sidewalk to convey pedestrians across the Property; and

WHEREAS, the area of the proposed pedestrian easement is approximately 916 square feet, and described as portion of Lots 1 and 12, Block C of the corrected Plat of Atlantic Heights, as recorded in the Plat Book 9, Page 14, of the public records of Miami-Dade county, Florida; and

WHEREAS, Dorothy Riggs, John Riggs, William Riggs, and BMO Harris Bank as the owners of the Property, have agreed to provide the City with the aforestated easements.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and accept two (2) easements from Dorothy Riggs, John Riggs, William Riggs, and BMO Harris Bank as the owners of the property located at 6876 Collins Avenue (the Publix property) for: 1) a utility easement located at the south end of the property for the construction, installation, maintenance, repair, and replacement of City utilities; and 2) a

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Date 6-5-13

non-exclusive pedestrian easement on the north side of the property parallel to the south side of 69th Street, from Collins Avenue to Harding Avenue.

PASSED AND ADOPTED this 5th day of June, 2013.

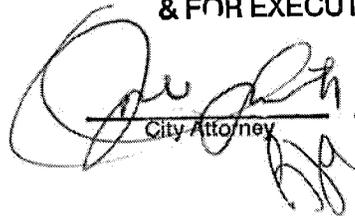
ATTEST:

Rafael Granado, City Clerk

Matti Herrera Bower, Mayor

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

5/29/13

Date

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATIONS MADE BY THE FINANCE & CITYWIDE PROJECTS COMMITTEE ON MARCH 21, 2013, ALLOWING FOR THE USE OF VACANT CITY-OWNED FEE SIMPLE LAND, AS MAY BECOME AVAILABLE FROM TIME TO TIME, FOR THE PURPOSE OF STAGING AND/OR STORING CONSTRUCTION EQUIPMENT IN CONNECTION WITH CITY-FUNDED CONSTRUCTION PROJECTS ONLY; AND FURTHER DIRECTING THE ADMINISTRATION TO DEVELOP POLICIES AND PROCEDURES FOR SUCH PURPOSE.

WHEREAS, the City currently has no policy, mechanism, or fee structure in place regarding the use of City-owned fee simple land for the purpose of staging and/or storing construction equipment ("Construction Staging"); and

WHEREAS, on March 21, 2013, the Finance and Citywide Projects Committee ("FCWPC") discussed the use of City-owned fee simple land, for Construction Staging in connection with City-funded construction projects, privately-funded construction projects and construction projects occurring in neighboring municipalities; and

WHEREAS, on March 21, 2013, FCWPC recommended that the Administration continue to permit the use of vacant City-owned fee simple land, as may become available from time to time, for Construction Staging in connection with City-funded construction projects only; and

WHEREAS, FCWPC further recommended that the Administration establish a policy and conditions to govern this process, including a provision for the City to negotiate a credit for additional scope of work, in exchange for Construction Staging on City-owned fee simple land.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA hereby accepts the recommendations made by the Finance & Citywide Projects Committee on March 21, 2013 and authorizes the use of vacant City-owned fee simple land, as may become available from time to time, for the purpose of staging and/or storing construction equipment in connection with City-funded construction projects only; and further directing the administration to develop policies and procedures for such purpose.

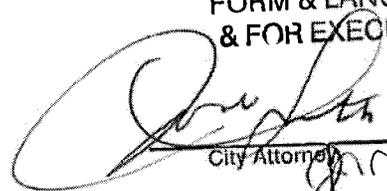
PASSED and ADOPTED this ____ day of _____ 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

5/28/13
Date

Agenda Item C70
Date 6-5-13

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Condensed Title:

An Ordinance Amending The Code Of The City Of Miami Beach By Amending Chapter 62, Entitled "Human Relations," By Amending Article III, Entitled "Domestic Partnerships," By Amending Sec 62-128 To Add Sec. 62-128(d) To Provide Tax Equity To City Employees With Domestic Partners Enrolled In The City's Health And Dental Plans Who Currently Bear A Disproportionate Tax Burden Over That Of Their Married Counterparts.

Key Intended Outcome Supported:

Attract and maintain a workforce of excellence. Promote and celebrate our City's diversity.

Supporting Data (Surveys, Environmental Scan, etc.):

83.8% of employees agree or strongly agree that they would recommend the City as a place to work. 93% of employees agree or strongly agree that they are proud to be a City employee.

Item Summary/Recommendation:

SECOND READING PUBLIC HEARING
 The City offers health benefits to all general employees and their legal dependents through a self funded insurance plan and also contributes to both, the IAFF and the FOP Health Trust Plans. The FOP Health Trust does not provide coverage for registered domestic partners. Under current IRS guidelines, employees who provide medical and dental coverage for their registered domestic partner are not eligible to take advantage of before-tax payroll contributions for their premium share of their domestic partners coverage and are responsible to report, as additional earnings, the value of the premium cost paid for this coverage by their employer. To correct this tax inequality, the City could increase the employee's pay an amount equal to the tax liability incurred by the employee for the domestic partner's medical and dental coverage. This increase would be considered earnings by the employee and reported on their annual W2 statement. According to the City's pension attorney, Jim Linn, of Lewis, Longman and Walker, the proposed ordinance is intended so that the reimbursement shall not be considered as pensionable compensation and therefore, would not create an increase to the City's pension liability. The pension ordinance for General employees already excludes any such reimbursement as being pensionable. However, the implementation of the proposed reimbursement for members covered by the IAFF and the FOP would be subject to negotiating with both Unions and if agreed upon, the pension ordinance for Fire and Police would require amending the definition of pensionable compensation to specifically exclude the reimbursement. The IAFF has agreed to exclude the proposed reimbursement from pensionable compensation and the City will seek to execute a formal agreement with the Union.

Advisory Board Recommendation:

On April 25, 2013, the Finance and Citywide Projects Committee (FCWPC) recommended the reimbursement of the federal income tax liability for those employees with registered domestic partners who have elected coverage under the City's medical and dental plans; and the notification to all employees of the City's reimbursement, effective for the Fiscal Year 2013/14. In addition, the FCWPC directed the Administration to work with the FOP Health Trust to encourage the inclusion of registered domestic partners.

Financial Information:

Source of Funds:	Amount	Account
1	\$18,000	Various Departments – Dependent on where staff is budgeted
2	\$80,000	Funding for FY 2013/14 will be included in the proposed budget.
Total	\$97,950	

Financial Impact Summary: Based on a current analysis of the total annual fiscal impact for refunding this additional tax liability at current enrollment levels and premium costs is \$53,850.36. If approved, the reimbursement would become effective immediately, thus representing a potential impact for FY 2012/13 of approximately \$18,000. It is estimated that the enrollment for domestic partner healthcare coverage could increase by 40 percent with the change, resulting in an annual cost to the City of approximately \$80,000.

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Sylvia Crespo-Tabak Human Resources Director <i>Sylvia Crespo-Tabak</i>	Kathie G. Brooks Assistant City Manager	Jimmy L. Morales City Manager <i>JM</i>





COMMISSION MEMORANDUM

Second Reading

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 5, 2013

SUBJECT: **AN ORDINANCE AMENDING THE CODE OF THE CITY OF MIAMI BEACH BY AMENDING CHAPTER 62, ENTITLED "HUMAN RELATIONS," BY AMENDING ARTICLE III, ENTITLED "DOMESTIC PARTNERSHIPS," BY AMENDING SEC 62-128 TO ADD SEC. 62-128(D) TO PROVIDE TAX EQUITY TO CITY EMPLOYEES WITH DOMESTIC PARTNERS ENROLLED IN THE CITY'S HEALTH AND DENTAL PLANS WHO CURRENTLY BEAR A DISPROPORTIONATE TAX BURDEN OVER THAT OF THEIR MARRIED COUNTERPARTS.**

BACKGROUND

At its June 12, 2012 meeting, the Miami Beach Gay, Lesbian, Bisexual and Transgender Business Enhancement Committee ("BEC") held a discussion regarding the heavier tax burden for City of Miami Beach employees with registered domestic partners that elect to enroll their domestic partner in the City's medical and dental health plans, over that of their married counterparts. A motion was passed by the BEC recommending the City to reimburse the additional income tax liability to these employees who bare a heavier tax burden for enrolling their registered domestic partner in the City's sponsored health plans. This additional federal income tax liability is not incurred by employees that have the right to marry who participate in a medical plan sponsored by the City. Mayor Matti Herrera Bower referred the matter to the FCWPC on March 13, 2013, for discussion and on November 30, 2012, a similar referral to the FCWPC was made by Commissioner Michael Gongora.

This item was heard at the April 25, 2013 FCWPC meeting. The item was introduced and an explanation of the additional tax liability incurred by employees providing health and dental coverage for their registered domestic partners was provided. The item was then discussed by the FCWPC who agreed the additional tax liability created tax inequities between employees providing health and dental coverage for their legal spouse versus coverage provided by and employee for their registered domestic partner.

The members of the FCWPC unanimously approved the Administration's suggested remedy, correcting an inequality imposed by the Federal Government, by providing reimbursement of the additional tax liability to those employees providing medical and/or dental coverage to their registered domestic partner. By passing such an ordinance, the City would be correcting an inequality imposed by the Federal Government, enhancing our City's message of embracing

and welcoming equality, diversity and no tolerance for discrimination. In addition, Employers who offer the reimbursement also do so to attract the most talented labor pool for their workforce.

This item was presented at the May 8, 2013, City Commission meeting for First Reading. During the discussion, Commissioner Weithorn questioned if the reimbursement of this additional tax liability incurred by the employee was considered additional income and whether or not the reimbursement amount would be considered as pensionable compensation. In addition, Commissioner Libbin made a motion changing the effective date of the reimbursement from October 1, 2013, to commence immediately upon the approval of the amendment of the ordinance. The Administration was directed to address these issues and present the findings directly to the City Commission at the June 5, 2013, City Commission meeting.

ANALYSIS

Exclusions from taxable compensation for benefit costs provided by an employer are governed by the Internal Revenue Service (IRS) Code. These requirements provide that, to be excluded from paying federal income taxes on insurance benefits, the benefits must be provided to the employee and their qualified tax dependent(s), as defined by IRS. Qualified tax dependents include the employee's legal spouse and/or dependent children. For federal tax purposes, domestic partners, both same or opposite sex, are not included in the IRS definition of a "spouse", therefore tax benefits at the federal level do not exist for domestic partners (except in rare instances where the domestic partner might also qualify as the employee's dependent). Unless the domestic partner is the employee's qualified tax dependent, the premium paid by an employer for domestic partner health care benefits is considered as income to the employee and must be included as taxable income to the employee.

The City offers health benefits to all general employees and their legal dependents through a self funded insurance plan. In addition, the City also contributes to both, the International Association of Fire Fighters (IAFF) Health Trust and the Fraternal Order of Police (FOP) Health Trust plans. The City provides health benefits coverage for an employee's registered domestic partner, either same or opposite sex. In addition, the IAFF Health Trust also provides healthcare coverage to registered domestic partners; however, the FOP Health Trust does not provide for this benefit.

In accordance with IRS code, the employer's share of the premium cost for healthcare coverage provided to a domestic partner is considered income and is therefore, subject to federal income tax and Medicare tax withholdings. This cost is considered imputed income and is reported on the employee's annual W-2 earnings statement. In addition, since the domestic partner is not considered a qualified tax dependent under the IRS code, the employee's premium contributions for the coverage provided to a domestic partner is deducted from their payroll check as a post-tax contribution. An employee who enrolls his/her domestic partner for health benefits has two (2) medical deductions, one for the employee's pre-tax premium payment equivalent to the premium cost of "Employee Only" coverage and a second, post-tax deduction for the domestic partner's post-tax premium payment, equivalent to the difference between the "Employee Only" contribution rate and the contribution rate for "Family" coverage. This post-tax premium payment for the domestic partner's healthcare coverage is in addition to the employee's federal tax liability for the City's premium payment for the domestic partner's coverage.

The City provides a premium subsidy for all medical plans including the Self-Funded Health Plan and the International Association of Fire Fighters (IAFF) Health Trust plan and the Fraternal Order of Police (FOP) Health Trust plan. The attached spreadsheet ("Attachment A") provides a summary of the City's current monthly premium costs and the monthly and annual additional taxable income charged to an employee who has elected domestic partner healthcare coverage for the Self-Funded Health plan and the IAFF Health Trust plan which, both provide for registered domestic partnership healthcare coverage. This same formula is applicable to dental insurance, as also referenced in the table. This taxable income is referred to as imputed income and is equal to the difference between the City's premium contribution for "Employee Only" coverage and the City's premium contribution for "Family" coverage.

ADMINISTRATION DUE DILIGENCE

To provide financial relief for the additional federal income tax liability for the coverage of a domestic partner, the City could increase the employee's pay in an amount equal to the tax liability incurred by the employee for the domestic partner healthcare coverage. Because the employee's tax liability for the benefit is mandated by the IRS, the Administration wanted to be certain that the City and the employee would not incur any legal or financial consequences for providing a refund to the employee for this additional tax liability. To that end, the Administration sought advice from its benefit plan consultant, Gallagher Benefit Services (GBS).

The benefits attorney for GBS has advised the Administration that adjusting an employee's earnings to offset the additional tax liability is lawful because the City would still be in compliance with the IRS code, as the employee would continue to incur the tax liability for the value of the coverage for their domestic partner's healthcare coverage which would continue to be reported on the employee's annual W2. The City's reimbursement of the tax liability would be considered additional income to the employee and this additional income would be subject to federal tax withholdings. The reimbursement offered to the employee by the City is considered a taxable adjustment to the employee's pay – it is not a refund.

Since the employee's tax liability is a fixed bi-weekly cost based on their selected medical and/or dental insurance plan, the tax liability can be calculated on a dollar-to-dollar basis to determine the City's reimbursement. The City's intent is that this reimbursement will not be considered pensionable.

In response to the inquires expressed by the City Commission during the May 8, 2013, City Commission meeting, the Administration reached out to Jim Linn, the City's pension attorney, and to Paul Hebert of Gallagher Benefit Services, the tax attorney for the City's benefits consultant to address these issues. According to tax attorney Paul Hebert, since the dollars reimbursed to the employee are not reimbursed for business expenses or made pursuant to a non-accountable plan, such as a tuition reimbursement, this reimbursement to the employee is considered earnings and should be reflected in "Box 1" of the employee's annual W2 Federal Taxes Earnings Statement.

The City's pension attorney Jim Linn, from Lewis, Longman and Walker, P.A., has provided a legal opinion (Attachment D), regarding the question of whether or not this reimbursement would be considered as pensionable compensation for employees who participate in either, the Miami Beach Employees' Retirement Plan (MBERP) or the City Pension Fund for Firefighters and Police Officers in the City of Miami Beach (Fire and Police Pension). According to Mr. Linn, the definition of "Earnings" in the MBERP ordinance specifically excludes extra compensation

from the member's salary in determining the member's retirement benefit and therefore, the MBERP ordinance would not require any amendments in order to exclude this reimbursement from being pensionable. In the Fire and Police Pension Plan, the definition of "Salary" includes all compensation received by Firefighters and Police Officers. Therefore, ensuring that the proposed reimbursement would not be pensionable for qualifying members of the IAFF and the FOP would be subject to agreement with each of the unions. In addition, if agreement is reached, the Fire and Police Pension Plan ordinance will require amendments to specifically exclude the domestic partner tax reimbursement from being pensionable.

On May 29, 2013, the City met with the IAFF for a collective bargaining session. During this meeting, the IAFF agreed that should this ordinance pass on second reading, the reimbursement for any qualifying employee covered by the IAFF will be excluded from pensionable earnings. At the time of this writing, no formalized agreement has been executed between the City and the IAFF. Upon doing so, eligible members covered by the IAFF will qualify for this reimbursement.

The City also met with the FOP on May 29, 2013, for a formal collective bargaining session where both parties discussed the domestic partner tax credit reimbursement. At the time of this writing, the City has not reached agreement with the FOP. As previously stated, the FOP does not currently provide domestic partner health benefits through the FOP Health Trust. It is important to note that the City currently offers dental coverage to those employees covered by the FOP and also extends dental coverage for an employee's registered domestic partner. At this time, no employees covered by the FOP receive dental coverage from the City for a registered domestic partner. In order for an employee covered by the FOP to qualify to receive a reimbursement for their domestic partner's dental coverage, the FOP would need to agree that the reimbursement would be exempt from pensionable compensation for all qualifying employees covered by the FOP bargaining unit.

FINANCIAL IMPACT

As of January 17, 2012, the City has 1,938 active full-time and part-time employees, 68 employees who are registered with the City's Human Resources Department as having a domestic partner. Of the 68 registered employees, eleven (11) active and two (2) retirees have elected to enroll in the City's medical and/or dental coverage and six (6) have elected coverage in the IAFF Health Trust plan.

The attached schedule (Attachment "B") calculates the fiscal impact of implementing a bi-weekly tax reimbursement to each of the aforementioned City employees with domestic partners enrolled in their health benefits plan.

Based on the attached analysis, should the reimbursement be implemented in June 2013, the City's total fiscal impact for refunding the employee's additional tax liability for domestic partner coverage is approximately \$18,000 for the remainder of the current Fiscal Year, October 1, 2013 through September 30, 2013. In addition, utilizing the attached analysis, which only considers current employee enrollment for a registered domestic partner, the City's Fiscal Year cost is estimated to be \$53,850.36. By order of magnitude, if enrollment for domestic partner healthcare coverage increased by forty-percent (40%), the City's annual cost for the reimbursement is estimated to be less than \$80,000, (based on current medical and dental premium costs). As previously mentioned, the City's intent is to ensure that the proposed reimbursement is not pensionable. It is important to note that a potential financial impact may

be incurred if an employee receiving the reimbursement is compensated for overtime. Pursuant to the Federal Labor Standards Act (FLSA), the reimbursement is considered as compensation and therefore, must be included when calculating the employee's regular rate of pay for overtime purposes. The Administration is unable to provide an estimate of this impact at this time.

GOVERNMENT AGENCIES THAT ARE GROSSING UP¹

Three (3) other known municipalities offer reimbursement of the employee's income tax liability for domestic partner coverage; San Francisco, California; Cambridge, Massachusetts; and the City of Hallandale Beach, Florida. Additionally, the Palm Beach County Property Appraiser's Office enacted a "grossing up" policy, making it the first known county agency in Florida to adopt such a policy. Their adopted policies are as follows:

CAMBRIDGE, MA

Effective July 1, 2011, employees for the City of Cambridge, Massachusetts, who have same-sex spouses, received an additional payment to cover federal taxation of the benefits coverage the city provides those spouses.

The Cambridge action was in response to a January 10, 2011, City Council resolution ordering a study of how the federal tax treatment of spousal benefits affects the benefits that the city provides its employees and their spouses. It also ordered that the city find a way to ameliorate the effect of the differential tax treatment for city employees with same-sex spouses.

On May 23, 2011, Cambridge City Manager, Robert W. Healy issued a letter stating that the city's remedy for the disparity was to provide a quarterly stipend that is equal to twenty percent (20%) of reported taxable income imputed to the employee for health and dental coverage. This program began July 1, 2011, for non-union and management employees; for employees who belong to unions, the city could implement the stipend as part of new contracts when they are negotiated.

CITY OF HALLANDALE BEACH, FLORIDA

At its November 7, 2012, City of Hallandale Beach Commission meeting, a resolution was adopted by the Mayor and City Commission, approving a tax equity reimbursement program for domestic partnerships, authorizing the City Manager to take the necessary action to implement the program. The tax equity solution offers City of Hallandale Beach employees who enroll their domestic partners under the City's health insurance plan with a \$500 tax equity reimbursement to mitigate the impact of the additional imputed income tax. A tax equity reimbursement application is required to be filed with its Human Resources Department on May 1st of every year that that the additional tax was deducted.

The City of Hallandale Beach was the first city in the State of Florida to implement a tax equity reimbursement program.

¹ **Gross up** means to increase a net amount to include deductions, such as taxes, that would be incurred by the receiver.

PALM BEACH COUNTY PROPERTY APPRAISER GARY R. NIKOLITS, FLORIDA

The Palm Beach County Property Appraiser's Office implemented a policy to offset the additional taxes paid by employees who elect to provide health insurance to their domestic partners. The action was taken upon the request of the Palm Beach County Human Rights Council.

The policy, which went into effect in January 2013, provides employees who elect to insure their domestic partners with a tax equity reimbursement of twenty dollars (\$20) on a bi-weekly basis, aimed at mitigating the impact of the additional imputed income tax.

Palm Beach County Property Appraiser Gary R. Nikolits is the first elected constitutional officer in Florida to implement a tax equity program. His office has offered domestic partnership health insurance since 2004.

Currently no state agencies offer grossing up. However, two (2) other Florida government agencies are in the process of implementing grossing up policies including, the City of West Palm Beach and the Palm Beach County Tax Collector's Office.

PRIVATE SECTOR POLICIES

As of December 2012, TD Bank announced that it will begin offsetting the tax burden that its employees pay for domestic partner benefits. Other private employers who have implemented similar programs include: American Express, Apple, Bank of America Corp., Cisco Systems Inc, Corning, Biogen Corp., Facebook, Goldman Sachs, Google, Kimpton Hotels, Microsoft, Morgan Stanley and Yahoo!.

It is important to note, in discussion with each of the entities who have enacted a reimbursement program to their employees providing health care coverage for a domestic partner, none have experienced a significant increase in the number of employees enrolling their domestic partner in health care coverage.

COMPUTING THE GROSS UP AMOUNT

In processing the tax reimbursement for an employee providing medical coverage for their registered domestic partner, the Administration deliberated how it could determine the appropriate reimbursement in order to make the employee financially whole. In other words, Administration calculated the difference in Federal Income taxes paid by an employee who is legally married and purchasing the City's medical and/or dental plan coverage for their spouse; and, an employee purchasing the City's medical and dental plan for their registered domestic partner. In order to determine this liability, multiple scenarios were processed within the payroll database for each employee whose domestic partner was enrolled in the City's medical and/or dental plans as follows:

- **Scenario One (1)** – A sample employee's enrollment was processed as if they were electing medical and dental coverage for their legally married spouse; providing them with "Family Medical" coverage. As the spouse is considered a tax dependent by the IRS, there is no additional tax liability to the employee for the spouse's coverage. In this

scenario, the employee's bi-weekly contribution is pre-tax. Therefore, an employee's tax liability is reduced because their pre-tax premiums reduce their taxable wages.

- **Scenario Two (2)** - A sample employee's enrollment was processed as if they were electing medical and dental coverage for their registered domestic partner. Pre-tax contributions were taken for "Employee Only" coverage and post-tax deductions were taken for the difference of "Employee Only" coverage and "Family" coverage for the registered domestic partner. Furthermore, the additional tax liability, or "*Imputed Income*" incurred by the employee for the City's cost for the registered domestic partner's coverage (this cost is equal to the difference between the City's costs for Employee Only" and "Family" coverage) was included in the employee's earnings as imputed income.

The employee's tax liability was determined by subtracting the employee's net pay as described in Scenario Two (2), from their net pay in Scenario One (1). It is important to note that the Administration made no changes in the employee's W2 election, the only difference is the change in enrollment from domestic partner to spouse. Using this method provides the employees with the most accurate determination of the actual extra tax liability. An example of this payroll process can be viewed in Attachment "C".

The sample employee depicted in Attachment "C" would receive a bi-weekly reimbursement of \$142.92, which is the total federal income tax liability for electing medical and dental coverage for their registered domestic partner.

Grossing-up the Gross-up

It is important to note, the bi-weekly reimbursement amount, or the *gross-up*, is subject to federal income tax, as well. In an effort to make the employee whole, the gross-up amount should be grossed-up to consider the additional tax liability to the employee. To determine this additional tax liability, each employee whose domestic partner was enrolled in City medical coverage would have their payroll processed under a third scenario.

- **Scenario Three (3)** - A sample employee's enrollment was processed providing coverage for their registered domestic partner; pre-tax contributions were taken for "Employee Only" coverage and post-tax deductions were taken for the difference of "Employee Only" coverage and "Family" coverage for the registered domestic partner. The previously determined additional tax liability was included in the employee's earnings as imputed income as well as the gross-up amount determined by subtracting the employee's federal income tax liability under Scenario One (1) from their federal income tax liability under Scenario Two (2).

The new gross-up of the gross-up amount would be determined by subtracting the employee's federal income tax liability under Scenario Two (2) from their federal tax liability under Scenario Three (3). This additional federal income tax liability of \$37.80 would be added to the tax liability from the difference of Scenario One (1) and Two (2) to create the total gross-up amount of \$180.72 to be reimbursed. A copy of this payroll process can be found in Attachment "C".

CONCLUSION

As recommended by the Administration, the FCWPC further recommends the resulting gross-up of the gross-up amount in the three (3) scenarios referenced above be refunded on a bi-weekly

basis to employees who have elected medical coverage for their registered domestic partner. This amount would be determined on an annual basis, beginning with the employee's first payroll check following the City Commission's approval of the Ordinance, and thereafter, at the beginning of the City's Fiscal Year, which begins on October 1st of each calendar year. Said reimbursement would remain unchanged until the beginning of each new fiscal year. The estimated annual fiscal impact of grossing up is \$80,000 based on current enrollment and insurance premium costs. If approved, the Administration will immediately begin to notify all employees of the City's decision to reimbursement of the cost of providing coverage to an employee's registered domestic partner during the City's annual open enrollment and will begin processing any qualifying reimbursements immediately upon ratification of the proposed ordinance.

In addition, at the request of the FCWPC, the Administration will work with the FOP Health Trust to encourage them to provide medical coverage to their members with registered domestic partners.

JLM/ /KGB/CMG/SR/CD

T:\AGENDA\2013\June 5\Domestic Partner Tax Credit Memo.docx

“Attachment A”

Determination of Imputed Income

"Attachment A"

Determination of Imputed Income								
Excludes FOP Health Trust as they currently do not provide health benefits for domestic partners								
Medical Plan								
	Employee Only Coverage				Family Coverage			
Medical Plan	Total Monthly Premium	Employee Pays	City Pays		Total Monthly Premium	Employee Pays	City Pays	
Standard HMO	\$464.56	\$134.72	\$329.84		Standard HMO	\$1,151.86	\$472.26	\$679.60
Premium HMO	\$763.48	\$381.74	\$381.74		Premium HMO	\$1,892.80	\$946.40	\$946.40
Standard PPO	\$902.42	\$261.70	\$640.72		Standard PPO	\$2,214.64	\$908.00	\$1,306.64
Premium PPO	\$1,527.80	\$763.90	\$763.90		Premium PPO	\$3,748.92	\$1,874.46	\$1,874.46
POS	\$850.12	\$425.06	\$425.06		POS	\$2,109.72	\$1,054.86	\$1,054.86
IAFF Health Trust*	\$522.02	\$40.00	\$482.02		IAFF Health Trust*	\$1,248.65	\$74.50	\$1,174.15
	Employee's Taxable Monthly Imputed Income							
	The difference of the City's cost for Family coverage vs Employee Only Coverage							
	Family Coverage less Employee Only coverage		Equals Imputed Income	Monthly Imputed Income Taxed as Earnings	Annual Imputed Income Taxed as Earnings			
Standard HMO	\$679.60 - \$329.84 = \$349.76			\$349.76	\$4,197.12			
Premium HMO	\$946.40 - \$381.74 = \$564.66			\$564.66	\$6,775.92			
Standard PPO	\$1,306.64 - 464.72 = \$665.92			\$665.92	\$7,991.04			
Premium PPO	\$1,874.46 - \$763.90 = \$1,110.56			\$1,110.56	\$13,326.72			
POS	\$1,054.86 - \$425.06 = \$629.80			\$629.80	\$7,557.60			
IAFF Health Trust*	\$1,174.15 - \$482.02 = \$692.13			\$692.13	\$8,305.56			
	Dental Plan							
	Employee Only Coverage				Employee + 1 Coverage			
Dental	Total Monthly Premium	Employee Pays	City Pays		Total Monthly Premium	Employee Pays	City Pays	
PPO	\$20.08	\$10.04	\$10.04		PPO	\$38.70	\$19.35	\$19.35
DHMO	\$7.38	\$3.69	\$3.69		DHMO	\$12.90	\$6.45	\$6.45
	Employee's Taxable Monthly Imputed Income							
	The difference of the City's cost for Family coverage vs Employee Only Coverage							
	Employee + 1 coverage less Employee Only coverage		Equals Imputed Income	Monthly Imputed Income Taxed as Earnings	Annual Imputed Income Taxed as Earnings			
PPO	\$19.35 - \$10.04 = \$9.31			\$9.31	\$111.72			
DHMO	\$6.45 - \$3.69 = \$2.76			\$2.76	\$33.12			
*Includes premium cost for dental. The IAFF Health Trust medical and dental benefits are bundled in one plan.								

“Attachment B”

Computing the Gross up Amount Spreadsheet

“Attachment C”

Sample Employee's Payroll Processing Worksheets

EARNINGS SECTION				DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours/units	Rate	Amount	Plan	Base Wages	Deduction	BenefitCont	LyPlan	Accrued	Taken	Banked	Lost
Emp #												
Pos #												
hnd	80.00		3,490.84	fwk	3,490.84	508.33	0.00	s_gen	3.69			
reg	80.00		3,235.36	mndr	2,898.27	46.91	46.91	v_gen	5.23			
reg	72.00		3,141.76	opod2	3,235.36	19.35	19.35					
serv	80.00		3,490.84	lhmoc	3,490.84	236.13	339.80					
				miberp	3,490.84	279.27	0.00					
				miberp2	3,490.84	69.82	0.00					
				mibersf	3,490.84	0.00	0.00					
				basid		3.41	3.59					
				depf6		2.00	0.00					
				Enflw		0.00	1.49					
Appoint Totals:	80.00		3,490.84			1,163.22	411.11			Gross: 3,490.84		
										Net: 2,327.62		
Home Dept:												
hnd	80.00		3,490.84	basic	3,490.84	3.41	3.59	s_gen	3.69			
reg	72.00		3,141.76	depf6	2,898.27	2.00	19.35	v_gen	5.23			
serv	80.00		3,490.84	opod2	3,235.36	19.35	19.35					
				enflw			1.49					
				lhmoc	3,490.84	508.33	339.80					
				miberp	3,490.84	236.13	0.00					
				miberp2	3,490.84	279.27	0.00					
				medic	3,235.36	69.82	0.00					
				matfwd	3,490.84	46.91	46.91					
Totals:	80.00		3,490.84			1,163.22	411.11			Gross: 3,490.84		
										Net: 2,327.62		

<< No Errors / No Warnings >>

Status: Active Employees

EARNINGS SECTION				DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours	Rate	Amount	Plan	Base Wages	Deduction	Benefit/Cont	LyPlan	Accrued	Taken	Banked	Lost
Emp #					Salary: 3,490.84							
Pos #					Hourly: 43.6555							
dmnd	8.00		3,426.62	P	641.41		0.00	s_gen	3.69			
dmnm	8.00		3,775.71	P	54.75		84.75	y_gen	5.23			
hd	8.00		349.08	D	10.04		10.04					
fld	80.00		3,141.76	P	87.26		164.92					
reg	72.00		3,141.76	D	279.27		0.00					
serv	80.00		3,490.84	P	69.82		0.00					
					3,490.84		3.41					
							3.58					
							2.00					
							0.31					
							174.88					
							0.00					
							1.49					
							418.95					
Amount			3,490.84						Gross	3,490.84		
Total									Net	2,184.70		

EARNINGS SECTION				DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours	Rate	Amount	Plan	Base Wages	Deduction	Benefit/Cont	LyPlan	Accrued	Taken	Banked	Lost
Emp #					Salary: 3,490.84							
Pos #					Hourly: 43.6555							
dmnd	8.00		3,426.62	P	641.41		0.00	s_gen	3.69			
dmnm	8.00		3,775.71	P	54.75		84.75	y_gen	5.23			
hd	8.00		349.08	D	10.04		10.04					
fld	80.00		3,141.76	P	87.26		164.92					
reg	72.00		3,141.76	D	279.27		0.00					
serv	80.00		3,490.84	P	69.82		0.00					
					3,490.84		3.41					
							3.58					
							2.00					
							0.31					
							174.88					
							0.00					
							1.49					
							418.95					
Amount			3,490.84						Gross	3,490.84		
Total									Net	2,184.70		

<< No Errors / No Warnings >>

f Sample Employee
 C Scenario 3
 C

Payroll Processing Report
 CITY OF MIAMI BEACH
 1/14/2013 to 1/27/2013-1 Cycle bw

Page: 2

Status: Active Employees

EARNINGS SECTION				DEDUCTIONS SECTION			LEAVE SECTION					
Type	Hours/units	Rate	Amount Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
Emp #	[REDACTED]				Salary: 3,490.84							
Pos #	[REDACTED]				Hourly: 43.6355							
domd	0.00		[REDACTED]	P fwt	3,569.54	677.14	0.00	s_gen	3.69			
domm	0.00		[REDACTED]	P medcr	3,918.63	56.82	56.82	v_gen	5.23			
hcl	8.00		349.08	D dppo1		10.04						
ltd	80.00		[REDACTED]	P lchmcc		67.36	184.92					
reg	72.00		3,141.76	D mberp	3,490.84	279.27	0.00					
sala	0.00		142.92	P mberp2	3,490.84	69.82	0.00					
serv	80.00		[REDACTED]	P natwld	3,633.76	0.00	0.00					
				basid		3.41	3.56					
				depi4		2.00	0.00					
				dpdppo		9.31	9.31					
				dplhmo		168.77	174.88					
				fmifce		1.49	1.49					
Appoint	80.00		3,633.76			1,343.94	421.02		Gross:	3,633.76		
Totals:									Net:	2,289.82		
Home Dept:	[REDACTED]			Employees: 1								
domd	0.00		[REDACTED]	basid		3.41	3.56	s_gen	3.69			
domm	0.00		[REDACTED]	depi4		2.00	0.00	v_gen	5.23			
hcl	8.00		349.08	dpdppo		9.31	9.31					
ltd	80.00		[REDACTED]	dplhmo		168.77	174.88					
reg	72.00		3,141.76	dppo1		10.04	10.04					
sala	0.00		142.92	fmifce		1.49	1.49					
serv	80.00		[REDACTED]	fwt	3,569.54	677.14						
				lchmcc		67.36	184.92					
				mberp	3,490.84	279.27						
				mberp2	3,490.84	69.82						
				medcr	3,918.63	56.82	56.82					
				nawld	3,633.76							
Totals	80.00		3,633.76			1,343.94	421.02		Gross:	3,633.76		
									Net:	2,289.82		

<< No Errors / No Warnings >>

33



REPLY TO: TALLAHASSEE

May 27, 2013

Sylvia Crespo-Tabak
Human Resources Director
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Re: Domestic Partnership Tax Reimbursement – Exclusion from Pensionable Earnings

Dear Ms. Crespo-Tabak:

This responds to your request for a legal opinion concerning the domestic partnership tax reimbursement program now under consideration by the City Commission. Specifically, you have asked whether the domestic partnership tax reimbursement would be included in an employee's pensionable earnings for the purpose of calculating benefits and contributions under the City's pension plans, and whether the City may lawfully exclude the domestic partnership tax reimbursement from pensionable earnings.

It is our understanding that the City Commission is considering an ordinance that would provide a payment to City employees who are registered with the City's Human relations Department as having a domestic partner, and have enrolled their domestic partner in the City health plan or IAFF health trust. Under federal law, the premium paid by an employer for the health benefits of an employee's domestic partner is considered taxable income to the employee. Under the ordinance, the City would reimburse employees who incur additional tax liability as a result of domestic partner health coverage for the amount of the additional tax plus a "gross up" amount. The City has been advised that payments to employees under the domestic partnership tax reimbursement program will be considered a taxable adjustment to the employee's pay, and reflected as such on the employee's W-2 form.

See Things Differently

BRADENTON
101 Riverfront Boulevard
Suite 620
Bradenton, Florida 34205

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00207307-1

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Jacksonville, Florida 32202

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Suite 830
Tallahassee, Florida 32301

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Suite 1500
West Palm Beach, Florida 33401

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Police Officers and Firefighters

Under the City's Pension Plan for Police Officers and Firefighters, a member's retirement benefit is based on a formula that includes the member's average monthly "Salary." Section 62 of the Plan defines "Salary" as:

Salary, for the purpose of determining member contributions under this System, means the member's base pay, longevity pay, overtime, shift differential and *extra compensation allowance* such as uniform allowance, before reduction for the picked-up member contributions and before reduction for any amounts contributed in accordance with sections 125 or 457 of the Internal Revenue Code. *However, for periods prior to October 1, 2000 and solely with respect to May 1993 Members, the term "Salary" shall refer only to base pay and longevity pay, excluding any payment of overtime, shift differential or extra compensation allowance such as uniform allowance, but determined before reduction for the picked-up member contributions and before reduction for any amounts contributed in accordance with sections 125 or 457 of the Internal Revenue Code....*

A "May 1993 Member" means a member first employed by the City on or after May 19, 1993. Therefore, based on the Plan definition of "Salary," it appears that the salary of all police officers and firefighters has, since October 1, 2000, included payments for overtime, shift differential and "extra compensation allowance such as uniform allowance." The Plan does not provide further guidance on the meaning of "extra compensation allowance"; however, sections 66(d)(1) and (2) state:

Effective July 14, 2010, all compensation received by a firefighter member who is eligible for overtime pay and who receives pay for off-duty services performed after that date for which compensation is received through the City shall be included in such member's Salary for pension contribution and benefit purposes...

Effective July 14, 2010, all compensation received by a police officer member who is eligible for overtime pay and who receives pay for off-duty services performed after that date for which compensation is received through the City, shall be included in such member's Salary for pension contribution and benefit purposes...

Sections 66(d)(1) and (2) go on to limit the amount of overtime pay and pay for off-duty services that may be included in the pensionable earnings of police officers and firefighters. Reading the above language of 66(d)(1) and (2) together with the definition of salary in section 62, it appears that "all compensation" received by a police officer or

Ms. Sylvia Crespo-Tabak
May 27, 2013
Page 3

firefighter, except as limited for overtime and off-duty services pay, is included in the pensionable earnings of police officers and firefighters. We have asked that this be confirmed with the City's payroll office.

If in fact "all compensation" received by police officers and firefighters is now included in pensionable earnings (other than as limited for overtime and off-duty pay), the domestic partnership tax reimbursement would also likely be included in pensionable earnings, since it will be a taxable adjustment to the employee's pay. Therefore, an amendment to the Police Officers and Firefighters Pension Plan would be necessary in order to ensure that the domestic partnership tax reimbursement is excluded from the pensionable earnings of those Plan members who receive the reimbursement. The amendment would need to expressly exclude the domestic partnership tax reimbursement from the definition of "Salary" in section 62.

Any change in the definition of "Salary" would be a mandatory subject of collective bargaining negotiations with the unions representing the affected employees. See, *City of Tallahassee v. Pub. Emp. Relations Comm'n*, 393 So. 2d 1147, 1150 (Fla. 1st DCA 1981) aff'd, 410 So. 2d 487 (Fla. 1981). Agreement of the unions or imposition through the impasse resolution process contained in section 447.403, Florida Statutes, would be required in order to implement this change.

City Employees Other Than Police Officers and Firefighters

Ordinance 2006-3504 establishes the Miami Beach Employees' Retirement Plan for employees other than police officers and firefighters. This plan also provides a benefit formula that includes a member's final average monthly earnings. Section 2.11 of the Plan defines "Earnings" as:

"Earnings" mean base pay, including longevity pay, for personal services rendered as an Employee, but *excluding any payment of overtime, shift differential or extra compensation allowances* such as uniform allowances...

Based on the above definition of "earnings," any payment of extra compensation is specifically excluded from the member's earnings in determining the member's retirement benefit; thus, the domestic partnership tax reimbursement would not be considered part of an employee's pensionable earnings.

Conclusion

Under the City's current Pension Plan for Police Officers and Firefighters, it appears that domestic partnership tax reimbursement payments would be included in the

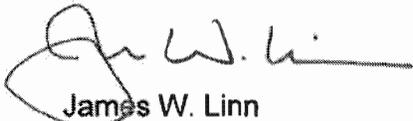
Ms. Sylvia Crespo-Tabak
May 27, 2013
Page 4

pensionable earnings of police officers and firefighters. An amendment to the Plan definition of salary would be necessary in order to ensure that the domestic partnership tax reimbursement is excluded from the pensionable earnings of those Plan members who receive the reimbursement. This change would require collective bargaining with the unions that represent police officers and firefighters.

Under the current Miami Beach Employees' Retirement Plan for employees other than police officers and firefighters, domestic partnership tax reimbursement payments would be excluded from pensionable earnings.

Please let us know if questions or wish to discuss these matters in more detail.

Sincerely,



James W. Linn
Jennifer Cowan

JWL/jc

ORDINANCE NO. ____ - _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH BY AMENDING CHAPTER 62, ENTITLED "HUMAN RELATIONS," BY AMENDING ARTICLE III, ENTITLED "DOMESTIC PARTNERSHIPS," BY AMENDING SEC 62-128 TO ADD SEC. 62-128(d) TO PROVIDE TAX EQUITY TO CITY EMPLOYEES WITH DOMESTIC PARTNERS ENROLLED IN THE CITY'S HEALTH AND DENTAL PLANS WHO CURRENTLY BEAR A DISPROPORTIONATE TAX BURDEN OVER THAT OF THEIR MARRIED COUNTERPARTS.

WHEREAS, the City of Miami Beach ("the City") provides health and dental insurance coverage for its employees and contributes a portion of the insurance coverage cost for an employee's family health insurance coverage plan; and

WHEREAS, when the employee is in a marriage recognized by the federal government (i.e. when the employee is married to a person of a different sex), federal tax law does not require employers, including the City, to report their contribution to family health insurance coverage plans as taxable wages paid to the employee; and

WHEREAS, discrimination in employment on the basis of sexual orientation and gender identity is illegal in the City, and the City will fight its odious results in its own employment practices; and

WHEREAS, in an effort to provide equal pay for equal work, the City provides health benefits to the domestic partners of the City's employees, whether those domestic partners be of the same or different-sex as the employee, on an equal basis; and

WHEREAS, when the employee is in a domestic partnership, federal tax law requires employers, including the City, to report their contribution to the employee's family health insurance coverage plan as taxable wages paid to the employee; and

WHEREAS, an unfair tax burden is thereby imposed upon some City employees who must pay more federal taxes than their colleagues for the same health insurance coverage; and

WHEREAS, many corporations around the country and four municipalities or municipal agencies in Florida have enacted tax equity programs to reimburse City employees who pay this heavier tax burden for employees with domestic partners who elect to receive family medical and dental coverage over that of their married counterparts; and

WHEREAS, at its June 12, 2012 meeting, the Miami Beach GLBT Business Enhancement Committee ("BEC") members held a discussion regarding the heavier tax burden for City employees with domestic partners who elect to receive family medical and dental coverage through the City over that of their married counterparts. A motion was passed to refer the discussion to the

Finance and Citywide Projects Committee; and

WHEREAS, on March 13, 2012, Mayor Matti Herrera Bower and on November 30, 2012, Commissioner Michael Góngora made a referral to the Finance and Citywide Projects Committee for a discussion regarding the recommendation made by BEC to address the issue of tax inequality for city employees with registered domestic partners versus legally married spouses; and

WHEREAS, on April 25, 2013, the Finance and Citywide Projects Committee considered and discussed the matter of amending the City's Human Rights Ordinance to reimburse City employees who pay a heavier tax burden for City employees with domestic partners who elect to receive family medical and dental coverage through the City over that of their married counterparts, and recommended that the attached Ordinance be forwarded to the Mayor and City Commission for its consideration.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AS FOLLOWS:

SECTION 1. That Section 62-128 of Chapter 62 of the City Code is hereby amended as follows:

Chapter 62

HUMAN RELATIONS

* * *

Article III. Domestic Partnerships

Sec. 62-128. - Employment benefits.

- (a) Employees shall be granted bereavement leave with pay for the death of a domestic partner or family member of a domestic partner as set forth in the union contracts governing city employees, Ordinance Nos. 1335 and 1613, and the city's administrative policies. As to employees governed by union contracts, this benefit is contingent upon approval of the benefit by the unions to the extent such approval is necessary.
- (b) Employees shall be granted sick leave, family medical leave, or leave without pay to care for a domestic partner as set forth in Ordinance Nos. 1335 and 1613 and the city's family medical leave policy.
- (c) Employees' domestic partners shall be allowed to be members of the city health plan as set forth in the union contracts governing city employees, ordinances and the city's administrative policies. As to employees governed by union contracts, this benefit is contingent upon approval of the benefit by the unions to the extent such approval is necessary.
- (d) For so long a period as the federal tax code imposes a heavier tax burden upon City employees with domestic partners who elect to receive family medical and dental coverage over that of their married counterparts, the City Manager is authorized and

directed to reimburse those employees with domestic partners who pay this heavier tax burden by adding to these employees' biweekly pay the additional amount withheld from the employees' pay and the amount of the additional tax assessed by the federal government upon this reimbursement. It is the intent of the City Commission that reimbursement under this subsection shall not be considered to be pensionable income. As to Police Department employees governed by a collective bargaining agreement between the City and the Miami Beach Fraternal Order of Police William Nichols Lodge No. 8 and as to Fire Department employees governed by a collective bargaining agreement between the City and the Firefighters of Miami Beach International Association of Firefighters Local 1510, acceptance of this reimbursement is contingent upon approval by each union of an agreement setting forth the non-pensionable nature of the reimbursed amount.

SECTION 2. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective immediately upon passage.

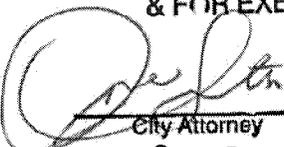
PASSED AND ADOPTED this _____ day of _____, 2013.

ATTEST:

Rafael E. Granado, City Clerk

Matti Herrera Bower
Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney
R.F.R.
5/30/13
Date

Condensed Title:

A Resolution accept the recommendation of the City Manager pursuant to Invitation To Negotiate (ITN) No. 059-2013ME, approving all material and substantive terms of an agreement between the City and Aramark Sports And Entertainment Services, LLC. (Aramark) to provide professional food and beverage facilities management services for the Miami Beach Convention Center; based on those material and substantive terms and conditions in the term sheet attached as Exhibit "A" to this resolution; authorizing and directing Aramark and the City Manager and City Attorney's Office to finalize the agreement based on the approved term sheet; further authorizing Aramark and the City Manager and City Attorney's Office to make any non-substantive and non-material revisions and/or additions to the agreement, as required, and authorizing the Mayor and City Clerk to execute the final agreement (said agreement having an initial term of three (3) years, commencing on October 1, 2013, and ending on September 30, 2016, with two (2) one year renewal terms, to be exercised at the city's sole option and discretion).

Key Intended Outcome Supported:

Improve the Convention Center Facility

Supporting Data (Surveys, Environmental Scan, etc.):

The 2012 Community Satisfaction Survey indicated the average attendance last year at the Miami Beach Convention Center was four times, yet 18% of residents visited over six times.

Item Summary/Recommendation:

On September 6, 2006, the City Commission adopted Resolution No. 2006-26316, authorizing the Mayor and Clerk to execute an agreement with Service America Corporation D.B.A. Centerplate, for catering and concession services for the Miami Beach Convention Center (the Concession Agreement). The initial term of the Concession Agreement expired on September 30, 2012, and includes two (2) successive, five (5) year renewal options, at the City's discretion. At the December 14, 2011 City Commission meeting, the Administration was directed to issue a Request for Proposals for catering and concession services at the Convention Center. RFP No. 39-11/12 (the RFP) was issued on April 25, 2012, after incorporating the comments from the Finance and Citywide Projects Committee meeting; the deadline for receipt of proposals was June 8, 2012. At the September 12, 2012 City Commission meeting, the City Commission adopted Resolution No. 2012-28006, and exercised its right under the RFP to reject all proposals received pursuant to the 2012 RFP.

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 Convention Center (the ITN). The ITN was issued on February 4, 2013, with an opening date of March 12th, 2013. On March 12, 2013 proposals from four (4) firms. An Evaluation Committee convened on March 26, 2013 recommended entering into negotiations with the three (3) top-ranked proposers: 1)Ovations; 2)Centerplate; and 3)Aramark. Six (6) committee members were in favor of the motion presented; two (2) committee members opposed the motion. On April 17, 2013, the Mayor and City Commission accepted the City Manager's recommendation and adopted Resolution No. 2013-28194 authorizing the Administration to enter into negotiations with the second and third ranked proposers, Centerplate, and Aramark.

The Administration negotiated with both firms and attached are draft term sheets that were the result of these negotiations, which comprise the substantive terms of an agreement with each firm. Based on the negotiated Term Sheets the City Manager concurs with City Staff and recommends award the award the catering and concession management agreement for the Miami Beach Convention Center to Aramark pursuant to ITN NO. 059-2013ME.

Please refer to the attached Commission Memorandum and Term Sheet for detailed terms and conditions.

Advisory Board Recommendation:

N/A

Financial Information:

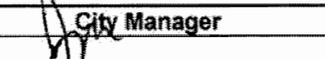
Source of Funds:	Amount	Account	Approved
1		Convention Center Enterprise Fund	
OBPI Total			

Financial Impact Summary: Aramark's Guaranteed Commission is equal to \$1,250,000 in the first year and the of the guarantee equals 85% of the Commissions from the immediately preceding Contract Year, with a maximum annual guarantee not to exceed \$1,500,000 in any Contract Year. Aramark's Guaranteed Commission are projected to generate approximately \$360,000 annually more than Centerplate.

City Clerk's Office Legislative Tracking:

Max Sklar, ext. 6116

Sign-Off:

		
Department Director	Assistant City Manager	City Manager

T:\AGENDA\2013\June 5\Global Spectrum Convention Center Mgmt Agmt SUMMARY.doc





MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 5, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PURSUANT TO INVITATION TO NEGOTIATE (ITN) NO. 059-2013ME, APPROVING ALL MATERIAL AND SUBSTANTIVE TERMS OF AN AGREEMENT BETWEEN THE CITY AND ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC. (ARAMARK) TO PROVIDE PROFESSIONAL FOOD AND BEVERAGE FACILITIES MANAGEMENT SERVICES FOR THE MIAMI BEACH CONVENTION CENTER; BASED ON THOSE MATERIAL AND SUBSTANTIVE TERMS AND CONDITIONS IN THE TERM SHEET ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AUTHORIZING AND DIRECTING ARAMARK AND THE CITY MANAGER AND CITY ATTORNEY'S OFFICE TO FINALIZE THE AGREEMENT BASED ON THE APPROVED TERM SHEET; FURTHER AUTHORIZING ARAMARK AND THE CITY MANAGER AND CITY ATTORNEY'S OFFICE TO MAKE ANY NON-SUBSTANTIVE AND NON-MATERIAL REVISIONS AND/OR ADDITIONS TO THE AGREEMENT, AS REQUIRED, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AGREEMENT (SAID AGREEMENT HAVING AN INITIAL TERM OF THREE(3) YEARS, COMMENCING ON OCTOBER 1, 2013, AND ENDING ON SEPTEMBER 30, 2016, WITH TWO(2) ONE YEAR RENEWAL TERMS, TO BE EXERCISED AT THE CITY'S SOLE OPTION AND DISCRETION).**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Maximize Miami Beach as a Destination Brand

BACKGROUND

The initial term of the agreement with the City's current vendor, Centerplate, to provide food and beverage services at the Miami Beach Convention Center (Convention Center or MBCC), expired on September 30, 2012 (the Centerplate Agreement). The Centerplate Agreement also provides for two (2) five (5) year renewal options, to be exercised at the City's discretion.

In anticipation of the expiration of the initial term of the Centerplate Agreement, the Convention Center Advisory Board (CCAB) held a discussion at its June 7, 2011 meeting on whether or not the City should exercise the first five (5) year renewal option under the Agreement, or issue a new competitive solicitation for food and beverage services for the Convention Center. The CCAB recommended that the City issue a new Request for Proposals.

The Finance and Citywide Projects Committee (FCWPC) also discussed this matter at its October 27, 2011 meeting. At that time, City staff recommended that, should there be a desire on the part of the City to exercise the first renewal term under the Centerplate Agreement, it might be appropriate to consider breaking up the renewal term into shorter terms (For example, year-by-year terms rather than the one five year term). This way, any potential performance issues could be more effectively and immediately addressed. The FCWPC concurred, and recommended that the City exercise its option to renew the Centerplate Agreement, for a two (2) year initial renewal term, with three (3) subsequent one (1) year renewals (all at the City's discretion).

At its December 14, 2011 meeting, the City Commission considered the FCWPC's recommendation and, following discussion, instead directed the Administration to issue a new Request for Proposals for food and beverage services at MBCC.

Request for Proposals No. 39-11/12 for Food and Beverage for the Convention Center (the 2012 RFP or the RFP) was issued on April 25, 2012. Two (2) proposals, from Aramark Corporation and Ovations Food Service, respectively, were received.

At the September 12, 2012 City Commission meeting, the City Commission adopted Resolution No. 2012-28006, and exercised its right under the RFP to reject all proposals received pursuant to the 2012 RFP. Concurrent with the rejection, the Administration recommended that the Centerplate Agreement be extended, to ensure continuation of service during peak usage of the Convention Center and to provide the City with sufficient time to draft and issue a new solicitation and complete that process. The Administration also recommended that the Mayor and City Commission refer discussion of the new solicitation process to the Finance and Citywide Projects Committee.

The Finance and Citywide Projects Committee met on November 9, 2012 and discussed the new solicitation process. The Committee recommended proceeding with the issuance of a new Request for Proposals which would give proposers the option of responding 1) for the overall management of the Convention Center; and/or 2) for the provision of catering/concession services at the Convention Center. At the same time, City staff explored the possibility of issuing the new solicitation not as a Request for Proposals, but as an Invitation to Negotiate (ITN), reasoning that the ITN process permits simultaneous negotiations with the selected, short listed proposers (as opposed to the RFP process, which only permits negotiations with one proposer at a time). In this regard, it allows for more comprehensive negotiations that can result in better overall results for the City, and provides needed flexibility for complex negotiations.

At the December 12 2012 City Commission meeting, the Administration presented a Resolution seeking authorization to issue an RFP, or an ITN, for the management and operation of the Miami Beach Convention Center, and/or to provide catering and concession services for the Convention Center. The City Commission approved the issuance of an ITN, but limited it to the provision of catering and concession services for the Convention Center. With regard to the overall management of the Convention Center, the City Commission

directed the Administration to enter into negotiations with the City's current manager, Global Spectrum and, if successful, to bring the proposed new agreement back to the City Commission, for consideration and approval pursuant to a waiver of competitive bidding.

ITN PROCESS

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 Convention Center (the ITN).

The ITN was issued on February 4, 2013, with an opening date of March 12th, 2013. A pre-proposal conference and a site visit to the facility was held on February 13, 2013.

Twelve (12) prospective proposers downloaded the solicitation from The Public Group. Additionally, the Procurement Division notified another eleven (11) additional proposers via e-mail to expand the pool of prospective proposers. On March 12, 2013 proposals from the following four (4) firms were received:

1. Aramark;
2. Centerplate;
3. Ovations; and
4. Levy Restaurant.

The Evaluation Committee convened on March 26, 2013 to consider proposals received, and interview proposing teams. The Committee discussed its individual perceptions of the proposers' qualifications, experience, and competence, and further scored and ranked the proposers accordingly. The Evaluation Committee recommended entering into negotiations with the three (3) top-ranked proposers: 1)Ovations; 2)Centerplate; and 3)Aramark. Six (6) committee members were in favor of the motion presented; two (2) committee members opposed the motion.

On April 17, 2013, the Mayor and City Commission accepted the City Manager's recommendation and adopted Resolution No. 2013-28194 authorizing the Administration to enter into negotiations with the second and third ranked proposers, Centerplate, and Aramark.

CONTRACT NEGOTIATIONS

The Administration has been negotiating with both firms since late April and attached are draft term sheets that were the result of these negotiations. These term sheets comprise the substantive terms of an agreement with each firm. The following summarizes the term sheets:

	ARAMARK	CENTERPLATE
Term	3 years	3 years
Renewal Options	2, 1 year renewals, exercised at City's discretion	2, 1 year renewals exercisable with 180 days prior written notice at mutual agreement
Capital Contribution	\$850,000	\$800,000

Additional Capital Contribution	\$500,000 toward marketing new ballroom facility if renewal is exercised by City and if the City completes the ballroom during renewal term.	\$500,000 toward marketing new ballroom facility if renewal is exercised by City and if the City completes the ballroom during renewal term.
Customer Satisfaction	Shall maintain aggregate positive customer survey scores at or above 93% for each contract year-end. Recovery Period: If Concessionaire fails to achieve 93%, but achieves at least 85%, Concessionaire will have a 6 month recovery period. Failure to maintain a score at or above 93% after Recovery Period shall constitute an Event of Default.	Shall maintain aggregate positive customer survey scores at or above 93% for each contract year-end. Recovery Period: If Concessionaire fails to achieve 93%, but achieves at least 85%, Concessionaire will have a 6 month recovery period. Failure to maintain a score at or above 93% after Recovery Period shall constitute an Event of Default.
Guaranteed Commissions	The Guaranteed Commission shall equal \$1,250,000 for the first year, and each Contract Year thereafter the Guaranteed Commission Amount shall equal 85% of the Commissions from the immediately preceding Contract Year, with a maximum annual guarantee not to exceed \$1,500,000 in any Contract Year.	\$1,000,000 for each contract year.
Commissions	Commissions range from 28% - 38%, calculated on the increment.	Commissions range from 20% - 40%, calculated on the increment.
Sub-Contractor Commission Split	Please refer to term sheet	Please refer to term sheet

Net Performance	Must achieve minimum required gross revenue generated from Social Catering events as set during the adopted annual budget. The required minimum gross revenue from Social Catering events for the fiscal year shall increase by ten (10) percent annually. In any contract year, to the extent the actual net performance achieved in the fiscal year is less than the required minimum as set forth adopted annual budget, the City shall draw against the Performance Bond up to a maximum of \$100,000.	Must achieve minimum required gross revenue generated from events booked by Concessionaire as set during the adopted annual budget. The required minimum gross revenue from Social Catering events for the fiscal year shall increase by 5% percent annually.
Capital Reserve	1% of Gross Receipts	1% of Gross Receipts
Marketing Reserve	Greater of \$50,000 or 1.5% % of Gross Receipts	Greater of \$50,000 or 1.5% % of Gross Receipts
Scholarship / Community Contribution	\$20,000 to the City of Miami Beach scholarship fund. \$20,000 to the Miami Beach Senior High School Academy of Hospitality and Tourism program. \$10,000 to Miami Beach Senior Living as mutually determined.	\$20,000 to the City of Miami Beach scholarship fund.
Performance Bond	\$300,000	\$300,000

- The City did negotiate a Guaranteed Commission to protect against any downturn in bookings.
- Aramark's Guaranteed Commission is equal to \$1,250,000 in the first year and the of the guarantee equals 85% of the Commissions from the immediately preceding Contract Year, with a maximum annual guarantee not to exceed \$1,500,000 in any Contract Year.
 - Centerplate's Guaranteed Commission is equal to \$1,000,000 annually.

The following is a projection of food and beverage commission for the Convention Center based on each proposal. These projections are based on both FY 2011/12 actuals and FY 2012/13 actuals/forecasts and indicate the Aramark proposal would generate \$365,372 (in FY 2011/12) and \$363,371 (in FY 2012/13) more in revenue to the Convention Center than Centerplate's proposal. It is important to note that there is no guarantee that these revenues will be achieved since the number of conventions and other rotational pieces of business booked at the Center fluctuate from year to year.

CENTERPLATE

Commission Structure	
\$0 - \$4,000,000	20%
\$4,000,001 - \$5,000,000	25%
\$5,000,001 - \$6,000,000	32%
\$6,000,001 - \$7,000,000	35%
\$7,000,001 - \$8,000,000	36%
\$8,000,001 - \$9,000,000	38%
over \$9,000,000	40%

MBCC Commission Based on Proposed Structures and FY2012 Actuals

F&B Gross Revenue		MBCC Commissions	
	Total	Commission %	Total
Totals	\$ 6,462,810	Totals	\$ 1,531,984

MBCC Commission Based on Proposed Structures and FY2013 Actuals and Forecasts

F&B Gross Revenue		MBCC Commissions	
	Total	Commission %	Total
Totals	\$ 6,662,932	Totals	\$ 1,602,026

ARAMARK

Commission Structure	
\$0 - \$4,000,000	28%
\$4,000,001 - \$5,000,000	30%
\$5,000,001 - \$6,000,000	32%
\$6,000,001 - \$7,000,000	34%
\$7,000,001 - \$8,000,000	36%
over \$8,000,000	38%

MBCC Commission Based on Proposed Structures and FY2012 Actuals

F&B Gross Revenue		MBCC Commissions	
	Total	Commission %	Total
Totals	\$ 6,462,810	Totals	\$ 1,897,355

MBCC Commission Based on Proposed Structures and FY2013 Actuals and Forecasts

F&B Gross Revenue		MBCC Commissions	
	Total	Commission %	Total
Totals	\$ 6,662,932	Totals	\$ 1,965,397

ABOUT ARAMARK

Aramark is a foodservice, and clothing provider supplying businesses, educational institutions, sports facilities, federal and state prisons, and health care institutions. Aramark operates across the United States and internationally, providing a host of outsourced management services to corporate, public and institutional clients. It is headquartered in Philadelphia, Pennsylvania. Aramark's sales volume for their 2012 fiscal year was \$9.4 billion for North American food and support services.

In foodservice, it operates across all major onsite segments, with significant market share in each. Currently, Aramark manages dining and food services for 1,174 B&I locations, 277 healthcare facilities, 372 colleges/universities, 2,700 schools, 362 corrections facilities, 196 sports/recreation/convention facilities, 39 parks/destinations and nine military facilities. This includes 27 convention centers, 76 stadiums / arenas, 11 performing arts facilities, 38 amphitheatres and 8 specialty venues in North America.

The company traces its history to a vending concern founded in Philadelphia in the 1930s, but has been a significant international player in managed services since the 1960s. It has been privately held since 2007 when a group of investors led by former CEO Joseph Neubauer purchased all outstanding shares.

ABOUT CENTERPLATE

Centerplate, Inc. is a food vending corporation in Spartanburg, SC that operates in North America, primarily at sports arenas. Centerplate was formerly known as Volume Services America, Inc., and was originally a division of The Flagstar Companies. In 1995, Flagstar, which was controlled by private equity firm, Kohlberg Kravis Roberts (KKR), sold Volume Services to The Blackstone Group. Volume Services changed its name to Centerplate in 2004, when the company completed an IPO. In 2009, Centerplate again became a private company following its merger with an affiliate of Kohlberg & Company. Aramark's sales volume for their 2012 fiscal year was \$837 million.

Centerplate operates foodservice for 10 NFL, three major league baseball, three NHL, two NBA and over two dozen minor league baseball and hockey teams, along with dozens of other sports, entertainment and convention facilities, including six of the top ten most active convention centers. Centerplate currently provides food and beverage services to 39 convention and Exposition centers, 31 arenas and multi use facilities, 20 theaters and performing arts facilities, 22 parks and cultural attractions, 74 professional, college and minor league teams and a variety of other specialty venues in North America.

Centerplate, operating as Volume Service America, has been providing food and beverage service for the City at the Miami Beach Convention Center since December 17, 1986.

STAFF RECOMMENDATION

The comparative analysis shows that Aramark has offered a stronger financial proposal than Centerplate. The financial proposal should not be the only factor considered as part of the negotiation process; for example, aggressive financial terms could lead to higher operating costs which can impact other areas of the operations. The goal is to find the right balance of finding ways to control costs and increase sales, while maintaining a high level of customer service and providing the best products.

This is a difficult recommendation to make because there is certainly sufficient basis to recommend in favor of Centerplate. The Evaluation Committee ranked Centerplate second

and Aramark third, separated by only one (1) point, after reviewing proposals, hearing presentations and deliberating. Four members of the committee rated Centerplate higher; four members rated Aramark higher.

FINAL RANKINGS

ITN# 59-2013	Ita Moriarty	Steven Haas	Ken Lyon	Jeff Lehman	Alex Tonarelli	Stuart Bloomberg	Judy Stein	Georgie Echert	LOW AGGREGATE TOTALS
Ovations	(95) 2	(89) 2	(86) 1	(85) 1	(85) 1	(95) 1	(75) 2	(90) 1	(11) 1
Centerplate	(97) 1	(90) 1	(74) 4	(60) 3	(85) 1	(86) 3	(93) 1	(60) 4	(18) 2
Aramark	(83) 3	(75) 3	(84) 2	(75) 2	(75) 3	(89) 2	(75) 2	(88) 2	(19) 3
Levy Restaurant	(80) 4	(70) 4	(80) 3	(40) 4	(70) 4	(70) 4	(70) 4	(70) 3	(30) 4

It is also important to consider that Centerplate is the current provider and has established relationships with the clients of the Convention Center. Not having to transition to another food service provider creates stability for the users, especially during a time period where the City is likely to embark on significant master planning and construction efforts. Although Centerplate experienced a time period with less than satisfactory customer survey scores they have successfully increased their survey scores to 94.5% positive over last 2 years under the leadership of the current general manager.

However, Aramark’s financial proposal is significantly stronger than Centerplate’s proposal, which can’t be overlooked as it is likely to increase revenue back to the Convention Center and City. Aramark has also partnered with two (2) Miami Beach based companies; David’s Café and RARE Group; as well as A Joy Wallace Production, Inc., which will expand and diversify retail foods and catering operations, enhance the event experience, provide a local feel and employ local residents.

The view in the industry is that most of the food and beverage providers in the convention center business are very similar and that the key to success is the specific executive personnel (including Executive Chef) at your center. We have firsthand experience with this during Centerplate’s current contract. When Centerplate replaced the General Manager several years ago immediate positive change occurred that improved customer service and revenue. Acknowledging the importance of having the right staff in place, City Staff negotiated into both Term Sheets the right for the City to review and approve the General Manager, Executive Chef and Sales Director positions, as well as prior approval of any replacement(s).

Considering the aforementioned, City Staff recommends Aramark to provide professional food and beverage facilities management services for the Miami Beach Convention Center.

CITY MANAGER’S RECOMMENDATION

I have reviewed both proposals and term sheets negotiated by City Staff and concur with Staff’s recommendation to award the catering and concession management agreement for the Miami Beach Convention Center to Aramark pursuant to ITN No. 059-2013ME. As staff noted, this is a difficult decision since both companies operate across the country with success. Of the 25 convention centers that represent our peer group for competition purposes, Centerplate operates at 11 and Aramark operates at 9. Given such similarity, the financial terms and local partners lead me to forward staff’s recommendation to the Commission for adoption.

CENTERPLATE

Commission Structure	
\$0 - \$4,000,000	20%
\$4,000,001 - \$5,000,000	25%
\$5,000,001 - \$6,000,000	32%
\$6,000,001 - \$7,000,000	35%
\$7,000,001 - \$8,000,000	36%
\$8,000,001 - \$9,000,000	38%
over \$9,000,000	40%

ARAMARK

Commission Structure	
\$0 - \$4,000,000	28%
\$4,000,001 - \$5,000,000	30%
\$5,000,001 - \$6,000,000	32%
\$6,000,001 - \$7,000,000	34%
\$7,000,001 - \$8,000,000	36%
over \$8,000,000	38%

MBCC Commission Based on Proposed Structures and FY2012 Actuals

F&B Gross Revenue		MBCC Commissions			F&B Gross Revenue		MBCC Commissions		
Month	Total	Month	Commission %	Total	Month	Total	Month	Commission %	Total
Oct-2011	842,219	Oct-2011	20%	168,444	Oct-2011	842,219	Oct-2011	28%	235,821
Nov-2011	512,222	Nov-2011	20%	102,444	Nov-2011	512,222	Nov-2011	28%	143,422
Dec-2011	1,079,381	Dec-2011	20%	215,876	Dec-2011	1,079,381	Dec-2011	28%	302,227
Jan-2012	241,146	Jan-2012	20%	48,229	Jan-2012	241,146	Jan-2012	28%	67,521
Feb-2012	1,002,660	Feb-2012	20%	200,532	Feb-2012	1,002,660	Feb-2012	28%	280,745
Mar-2012	322,372	Mar-2012	20%	64,474	Mar-2012	322,372	Mar-2012	28%	90,264
Mar-2012	355,873	Mar-2012	25%	88,968	Mar-2012	355,873	Mar-2012	30%	106,762
Apr-2012	542,539	Apr-2012	25%	135,635	Apr-2012	542,539	Apr-2012	30%	162,762
May-2012	101,588	May-2012	25%	25,397	May-2012	101,588	May-2012	30%	30,476
May-2012	38,280	May-2012	32%	12,250	May-2012	38,280	May-2012	32%	12,250
Jun-2012	912,572	Jun-2012	32%	292,023	Jun-2012	912,572	Jun-2012	32%	292,023
Jul-2012	49,148	Jul-2012	32%	15,727	Jul-2012	49,148	Jul-2012	32%	15,727
Jul-2012	220,217	Jul-2012	35%	77,076	Jul-2012	220,217	Jul-2012	34%	74,874
Aug-2012	82,514	Aug-2012	35%	28,880	Aug-2012	82,514	Aug-2012	34%	28,055
Sep-2012	160,079	Sep-2012	35%	56,028	Sep-2012	160,079	Sep-2012	34%	54,427
Totals	\$ 6,462,810	Totals		\$ 1,531,984	Totals	\$ 6,462,810	Totals		\$ 1,897,355

Difference in Proposals **\$ 365,372**

MBCC Commission Based on Proposed Structures and FY2013 Actuals and Forecasts

F&B Gross Revenue		MBCC Commissions			F&B Gross Revenue		MBCC Commissions		
Month	Total	Month	Commission %	Total	Month	Total	Month	Commission %	Total
Oct-2012	1,731,528	Oct-2012	20%	346,306	Oct-2012	1,731,528	Oct-2012	28%	484,828
Nov-2012	345,834	Nov-2012	20%	69,167	Nov-2012	345,834	Nov-2012	28%	96,834
Dec-2012	1,376,766	Dec-2012	20%	275,353	Dec-2012	1,376,766	Dec-2012	28%	385,494
Jan-2013	229,813	Jan-2013	20%	45,963	Jan-2013	229,813	Jan-2013	28%	64,348
Feb-2013	316,059	Feb-2013	20%	63,212	Feb-2013	316,059	Feb-2013	28%	88,497
Feb-2013	681,022	Feb-2013	25%	170,256	Feb-2013	681,022	Feb-2013	30%	204,307
Mar-2013	318,978	Mar-2013	25%	79,745	Mar-2013	318,978	Mar-2013	30%	95,693
Mar-2013	539,088	Mar-2013	32%	172,508	Mar-2013	539,088	Mar-2013	32%	172,508
Apr-2013	210,000	Apr-2013	32%	67,200	Apr-2013	210,000	Apr-2013	32%	67,200
May-2013	157,495	May-2013	32%	50,398	May-2013	157,495	May-2013	32%	50,398
Jun-2013	93,417	Jun-2013	32%	29,893	Jun-2013	93,417	Jun-2013	32%	29,893
Jun-2013	9,863	Jun-2013	35%	3,452	Jun-2013	9,863	Jun-2013	34%	3,353
Jul-2013	269,644	Jul-2013	35%	94,375	Jul-2013	269,644	Jul-2013	34%	91,679
Aug-2013	79,608	Aug-2013	35%	27,863	Aug-2013	79,608	Aug-2013	34%	27,067
Sep-2013	303,817	Sep-2013	35%	106,336	Sep-2013	303,817	Sep-2013	34%	103,298
Totals	\$ 6,662,932	Totals		\$ 1,602,026	Totals	\$ 6,662,932	Totals		\$ 1,965,397

Difference in Proposals **\$ 363,371**

PRELIMINARY TERM SHEET (FINAL)
 Catering and Concession Services Agreement for the
 Miami Beach Convention Center
 Between the City of Miami Beach and ARAMARK Sports and Entertainment Services, LLC
 Date: May 22, 2013

TERM	
1. Form of Agreement	Catering and Concession Services Agreement.
2. Facilities covered under Agreement	Miami Beach Convention Center (the "Facility")
3. Term	<p>Three (3) year initial term commencing on July 1, 2013, and ending on June 30, 2016 (the "Initial Term").</p> <p>A "Contract Year" shall be defined as the period from July 1 through June 30 of the following year (coinciding with the City's Fiscal Year).</p>
4. Renewal Options	Two (2) one year renewal options, exercisable with ninety (90) days prior written notice, at the sole and absolute discretion of the City. City, at its sole discretion, may elect to exercise both options at the same time. Each one (1) year renewal period shall be referred to herein as a "Renewal Term", and together with the Initial Term collectively referred to herein as the "Term".
5. Capital Upgrades	<p>Concessionaire shall invest an amount not to exceed \$850,000 in the Facility (the "Initial Capital Investment"). The Initial Capital Investment shall be used for improvements to the food and beverage facilities within the Facility, including, without limitation, renovations, changes, and/or modifications to improve the existing Service Areas* and Service Equipment* and/or purchase and installation of additional Facility Goods*. The Initial Capital Investment shall be made during the twelve (12) month period immediately following execution of this Agreement*, in accordance with the mutual written agreement of the parties, acting reasonably and in good-faith. Should any portion of the Initial Capital Investment remain unspent following the expiration of the Initial Term Concessionaire shall make a lump-sum payment, in the amount of such remainder, to the City, within fifteen (15) days following receipt of the City's written request therefore.</p> <p>The Initial Capital Investment shall be amortized and/or depreciated over the Initial Term commencing on the commencement date of the Initial Term, deployment date, or date of purchase and/or installation whichever is later. If this Agreement expires or terminates for any reason whatsoever, with or without cause, prior to Concessionaire's complete amortization of the Initial Capital Investment, the unamortized portion of the Initial Capital Investment will be reimbursed to Concessionaire by the City or the successor concessionaire.</p>
6. Additional Capital Upgrades	<p><u>Additional Capital Investment</u>. Provided that prior to the expiration of the Initial Term the City: (i) undertakes to complete the proposed ballroom/multi-purposes space expansion within the Facility (which, for purposes of this Section shall be described as all publicly (City) owned land adjacent to the Facility in the area bounded by Washington Avenue to the east; 17th Street to the south; Meridian Avenue to the west; and Dade Boulevard to the north) (the "Ballroom"); and (ii) simultaneously exercises both renewal options, thereby extending this Agreement for a two year period following the Initial Term (the conditions set forth in items (i) and (ii) shall be referred to together as the "Ballroom Option"), Concessionaire shall invest an additional</p>

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	<p>amount, not to exceed \$500,000, in the Facility (the "Additional Capital Investment"). The Additional Capital Investment shall be allocated toward marketing and promotional initiatives at the Facility, all as shall be mutually agreed by the parties in writing, acting reasonably and in good-faith. Should any portion of the Additional Capital Investment remain unspent by the scheduled grand opening date of the Ballroom, and/or should any portion of the Additional Capital Investment remain unspent at the conclusion of the Term, Concessionaire shall remit a lump-sum payment, in the amount of such remainder, to the City, within fifteen (15) days following receipt of the City's written request therefore. Notwithstanding the foregoing, Concessionaire shall have no obligation to make the Additional Capital Investment, or any portion thereof, unless and until the conditions for the Ballroom Option have been met. Additionally, upon payment of the Additional Capital Investment, City shall provide turn-key food and beverage capabilities (equipment, infrastructure, fixtures, utilities, furniture, smallwares, etc) for the expanded/renovated Ballroom.</p> <p>The Additional Capital Investment shall be amortized and/or depreciated over the 2 year Renewal Terms commencing on the commencement date of the first Renewal Term, deployment date, or date of disbursement whichever is later. If this Agreement expires or terminates for any reason whatsoever, with or without cause, prior to Concessionaire's complete amortization of the Additional Capital Investment, the unamortized portion of the Additional Capital Investment will be reimbursed to Concessionaire by the City or the successor concessionaire.</p>
<p>7. Customer Satisfaction</p>	<p>Customer satisfaction is essential to the successful operation of food and beverages services. As such, Concessionaire shall maintain its food and beverage catering and concession services at an aggregate positive customer survey score(s) at or above 93% for each contract year-end.</p> <p>Recovery Period: If at any time during this Agreement, Concessionaire fails to achieve 93% but achieves at least 85% of the Performance Thresholds*, then Concessionaire shall be provided six (6) months to achieve at least 93% performance thresholds and "recover" it's "good standing" status with City.</p> <p>Failure to maintain an aggregate positive customer survey score(s) at or above 93% after such Recovery Period as described above shall constitute an Event of Default by Concessionaire.</p> <p>The failure or inability by either party to observe or perform any of the material covenants or provisions of this Agreement to be observed or performed by such party, which continues for more than thirty (30) days after written notice from the other party shall constitute an event of default (an "Event of Default") hereunder; provided, however, if the nature of the failure is such that more than such period is reasonably required for its cure, then such party shall not be deemed to have committed an Event of Default if such party commences the cure within such period and thereafter diligently pursues the cure to completion and actually completes the cure within an additional sixty (60) day</p>

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	<p>period.</p> <p>Concessionaire, Convention Center Manager, Greater Miami Convention and Visitors Bureau and City must all mutually agree to any changes made to the Customer Satisfaction Survey.</p>																														
<p>8. Guaranteed Commissions</p>	<p>Concessionaire shall pay the City the greater of (i) the Commissions calculated in accordance with the commission schedule set forth in Section 9 below, or (ii) the guaranteed commission amount for such Contract Year (the "Guaranteed Commission Amount"). For the first Contract Year of the Initial Term, the Guaranteed Commission Amount shall equal \$1,250,000, and each Contract Year thereafter the Guaranteed Commission Amount shall equal 85% of the Commissions from the immediately preceding Contract Year, not to exceed \$1,500,000 in any Contract Year. For any partial Contract Year occurring during the Term, the Guaranteed Commission Amount shall be pro-rated on a monthly basis.</p>																														
<p>9. Commissions</p>	<p>Concessionaire shall pay commissions (the "Commissions") based on Gross Receipts*, as follows:</p> <table border="1" data-bbox="808 800 1344 1142" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" data-bbox="808 835 1149 869">Step Tiers</th> <th data-bbox="1149 800 1344 869" rowspan="2">Commission Percentage [2]</th> </tr> <tr> <th colspan="2" data-bbox="808 869 1149 903">Annual Gross Receipts [1]</th> </tr> <tr> <th data-bbox="808 903 980 936">From</th> <th data-bbox="980 903 1149 936">To</th> <th data-bbox="1149 903 1344 936">%</th> </tr> </thead> <tbody> <tr> <td data-bbox="808 936 980 970">Zero</td> <td data-bbox="980 936 1149 970">\$ 4,000,000</td> <td data-bbox="1149 936 1344 970">28</td> </tr> <tr> <td data-bbox="808 970 980 1003">\$ 4,000,001</td> <td data-bbox="980 970 1149 1003">\$ 5,000,000</td> <td data-bbox="1149 970 1344 1003">30*</td> </tr> <tr> <td data-bbox="808 1003 980 1037">\$ 5,000,001</td> <td data-bbox="980 1003 1149 1037">\$ 6,000,000</td> <td data-bbox="1149 1003 1344 1037">32*</td> </tr> <tr> <td data-bbox="808 1037 980 1071">\$ 6,000,001</td> <td data-bbox="980 1037 1149 1071">\$ 7,000,000</td> <td data-bbox="1149 1037 1344 1071">34*</td> </tr> <tr> <td data-bbox="808 1071 980 1104">\$ 7,000,001</td> <td data-bbox="980 1071 1149 1104">\$ 8,000,000</td> <td data-bbox="1149 1071 1344 1104">36*</td> </tr> <tr> <td data-bbox="808 1104 980 1138">\$ 8,000,001</td> <td data-bbox="980 1104 1149 1138">Greater</td> <td data-bbox="1149 1104 1344 1138">38*</td> </tr> </tbody> </table> <p style="text-align: center;">*Calculated on the increment.</p>					Step Tiers		Commission Percentage [2]	Annual Gross Receipts [1]		From	To	%	Zero	\$ 4,000,000	28	\$ 4,000,001	\$ 5,000,000	30*	\$ 5,000,001	\$ 6,000,000	32*	\$ 6,000,001	\$ 7,000,000	34*	\$ 7,000,001	\$ 8,000,000	36*	\$ 8,000,001	Greater	38*
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\$ 8,000,001	Greater	38*																													
<p>10. Sub-Contractor Splits</p>	<p>3rd Party</p>	<p>Catering On-Premise</p>	<p>Catering Off-Premise</p>	<p>Retail Outlets</p>	<p>% of ARAMARK Share paid to MB CC</p>																										
	<p>David's Café</p>	<p>N/A</p>	<p>N/A</p>	<p>David's 65.0% ARAMARK 35.0%</p>	<p>Prevailing commission rate based on commission tier structure (between 28% to 38%) paid on ARAMARK's portion.</p>																										
	<p>RARE</p>	<p>Rare 90.0% ARAMARK 10.0%</p>	<p>Rare 90.0% ARAMARK 10.0%</p>	<p>Rare 65.0% ARAMARK 35.0%</p>	<p>Catering: 50% of ARAMARK's 10.0% portion. Retail: Prevailing</p>																										

TERM				
				commission rate based on commission tier structure (between 28% to 38%) paid on ARAMARK's portion.
	Joy Wallace Catering	Joy 85.0% ARAMARK 15.0%	Joy 85.0% ARAMARK 15.0%	50% of ARAMARK's 15.0% portion.
11. Net Performance	<p>(a) Net Performance is defined as the minimum required gross revenue of the adopted annual fiscal year budget generated from Social Catering events as set during the adopted annual budget and mutually agreed upon annually.</p> <p>(b) The required minimum gross revenue from Social Catering events for the fiscal year shall increase by ten (10) percent annually.</p> <p>(c) In any contract year, to the extent the actual net performance achieved in the fiscal year is less than the required minimum as set forth adopted annual budget, the City shall draw against the Performance Bond (herein referred to as the "Performance Shortfall"), up to a maximum of \$100,000.</p> <p>(d) Social Catering Events shall be defined as events such as, but not limited to, banquets, galas, weddings, single day receptions, and/or dinners, without meeting or exhibition components, and single day large non-profit organization Events.</p>			
12. Capital Reserve Fund	<p>Concessionaire shall contribute an amount to a reserve fund (the "Capital Reserve Fund") equal to 1% of Concessionaire's total Gross Receipts from Food and Beverage Sales* for the immediately concluded Contract Year. Concessionaire shall use the Capital Reserve Fund for any necessary repairs, maintenance or replacements of the Service Equipment, Facility Goods, and Smallwares. Unused amounts of the Capital Reserve Fund shall be carried forward from year to year. Any funds remaining in the Capital Reserve Fund at the end of the Initial Term (and/or a Renewal Term, as the case may be) shall be paid to the City. Concessionaire will furnish the City Manager or his designee annually (no later than October 1st of each Contract Year) with a statement of amounts expended from the Capital Reserve Fund during the preceding Contract Year.</p>			
13. Marketing Reserve Fund	<p>For each Contract Year, Concessionaire will contribute to a marketing fund (the "Marketing Reserve Fund") an amount equal to the greater of \$50,000 or 1.5% of Gross Receipts received by Concessionaire from the provision of Catering Services* in the immediately concluded Contract Year. The Marketing Reserve Fund shall be used by Concessionaire to promote the food and beverage offerings (catering, concessions, etc.) at the Facility. Unused amounts of the Marketing Reserve Fund shall be carried forward from year to year. Any funds remaining in the Marketing Reserve Fund at the end of the Initial Term (and/or a Renewal Term, as the case may be) shall be paid to the City. Concessionaire will furnish the City Manager or his designee annually</p>			

TERM	
	(no later than October 1 st of each Contract Year) with a statement of amounts expended from the Marketing Reserve Fund during the preceding Contract Year.
<p>14. Scholarship/Community Contribution</p>	<p>In each Contract Year of the Term, Concessionaire shall contribute towards the continuation of a scholarship fund (the "Scholarship Fund") for qualifying in-need Miami Beach residents pursuing a career in facility management and/or the hospitality and tourism industry. The Scholarship Fund will be administered by the City and applicants will be reviewed and recommended by Concessionaire.</p> <p>Concessionaire will contribute annually: \$20,000 to the City of Miami Beach Scholarship Fund.</p> <p>\$20,000 to the Miami Beach Senior High School Academy of Hospitality and Tourism program.</p> <p>\$10,000 to Miami Beach Senior Living as mutually determined.</p>
<p>15. Executive Staff</p>	<p>Concessionaire to provide three (3) candidates for General Manager, Executive Chef and Sales Director positions for City review and approval, prior to hire. City shall also have prior approval of any replacement(s).</p>
<p>16. "Transitioning" for Centerplate Employees</p>	<p>Concessionaire shall provide opportunities for current Centerplate employees to apply for employment. Hired employees shall retain seniority and receive comparable benefits (e.g. leave, etc.). Salary(ies) shall be competitive and consistent with industry standards for facilities in comparable markets. <i>[Need to understand current pay and benefits in order to agree to this provision.]</i></p>
<p>17. Naming Rights and Sponsorships</p>	<p>City reserves sole right of approval over all naming and sponsorship opportunities, and shall retain all revenues derived therefrom. The City has entered into an agreement with Coca-Cola Bottling, effective September 1, 2011 – September 1, 2021, to be the exclusive provider of non-alcoholic beverages and coffee products for all City owned and operated facilities. However, Coca-Cola allows for the convention center to contract someone to serve espresso shots or cortaditos that are freshly brewed on premise. This does, however, exclude any other coffee in any other form whether bottled or brewed.</p>
<p>18. Use of the Facilities/CMB "Brand"</p>	<p>The primary purpose of this Agreement is for provision of food and beverage services for the Facility. Concessionaire shall not use and/or otherwise exploit the logo, trademark, identity, and overall "brand" of the Facility and/or the City without the express prior written consent of the City. This shall include, without limitation, the use of the Facility, and/or City logo, trademark, identity, and "brand" in business ventures and/or other related opportunities with Concessionaire affiliates, joint ventures, partners, contractors, and/or agents, without prior City approval.</p>
<p>19. Hurricane or Emergency Response</p>	<p>In the event of a hurricane or other natural disaster or emergency (collectively, the "Emergency Situation"), the Concessionaire shall be required to provide the following:</p> <ul style="list-style-type: none"> a. food, drink and drinking water for up to 1,400 persons (three meals a day) for a three (3) day period, without electricity and water available from normal utility services (the "Emergency Preparations"). Part or all of each meal shall be heated, with hot beverages to be available with each meal. One half of the

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	<p>meals (700) shall be high energy producing and fifty percent (50%) larger than the standard meals, 25% of the meals to be standard and provide normal daily caloric intake, which for purposes of this agreement is agreed to be two thousand (2,000) calories per day, and 25% to be considered vegetarian.</p> <p>Concessionaire is to provide food, beverages, utensils, equipment and supervisory personnel for the Emergency Situation.</p> <p>Concessionaire will be required to provide to the City, for the City Manager or his designee's review and approval, a menu using Concessionaire's normal inventory plus items normally used by the Concessionaire so that Concessionaire can assure delivery of the Emergency Preparations to the Facility within twenty-four (24) hours after order.</p> <p>All documented costs of supplies, food, labor, and materials used in connection with the Emergency Situation, will be repaid to the Concessionaire by the City. The Concessionaire will be responsible for bearing all costs of possible extra inventory levels, preparation and planning.</p> <p>Notwithstanding anything contained herein, Concessionaire's obligations hereunder shall be qualified to the extent that any performance of such obligations would unreasonably danger any of its employees or would violate any order, rule, regulation or law of a governmental authority.</p>
<p>20. Waiver of Exclusivity</p>	<p>Subject to the limitations set forth below, when reasonably requested by the City Manager or his designee, the Concessionaire shall, on not more than four (4) times per contract year, release exclusivity with respect to Catering Services for City-sponsored Events. In addition, upon request by the City Manager or his designee, Concessionaire may, at its option, release such exclusivity with respect to select non City-sponsored Events. In releasing its exclusivity, Concessionaire shall incur no costs and shall be entitled to collect such lump sum fee from such Event as may otherwise be agreed upon in writing between the Event sponsor, Concessionaire and the City. Such lump sum fee shall not be considered a part of Gross Receipts for purposes of calculating the Step Tiers, and no Commissions shall be payable with respect to such percentage or other lump sum fee. Notwithstanding the foregoing, the lump sum fee to which Concessionaire may otherwise be entitled with respect to City-sponsored Events shall be waived, upon request by the City Manager or his designee.</p> <p>Notwithstanding anything to the contrary herein contained and subject to the limitations set forth below, the parties agree that Concessionaire shall release its exclusivity with respect to Catering Services for the Art Basel US Corp Event; provided, however, that this release shall not preclude Concessionaire from providing Services at the Art Basel US Corp Event should Concessionaire be selected by Art Basel US Corp as its food and beverage service provider. In releasing its exclusivity, Concessionaire shall incur no costs and shall be entitled to collect ten percent (10%) of Gross Receipts from such Event (or such other lump sum fee as may otherwise be agreed upon in writing between the</p>

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	<p>Concessionaire and the City). Such percentage or other lump sum fee shall be not considered a part of Gross Receipts for purposes of calculating the Step Tiers, and no Commissions shall be payable with respect to such percentage or other lump sum fee.</p> <p>City shall be entitled to collect ten percent (10%) of Gross Receipts from the Art Basel US Corp Event (or such other lump sum fee as may otherwise be agreed upon in writing between the Art Basel US Corp and City).</p> <p>Notwithstanding anything to the contrary contained in this Agreement, in no event shall any waiver of any exclusive right granted by Concessionaire include or pertain to the sale of alcoholic beverages, and Concessionaire shall be the sole provider of alcoholic beverages at the Facility for all events.</p> <p>The attached list exemplifies Aramark's ability to engage celebrity chefs.</p>
21. Green Initiatives	<p>Concessionaire will provide City with annual "green" report detailing information on sustainable efforts including but not limited to: recycling and composting, water and energy efficiency, use of sustainable cleaning agents, purchase of recyclable and compostable products, purchase of locally-grown, locally-produced and/or organic foods.</p>
22. City Uses	<p>Concessionaire shall provide Catering Services to the City, as may be requested in writing from time to time, at cost.</p>
23. Rights	<p>Subject to the terms and conditions contained in this Agreement, the City hereby grants to Concessionaire the following:</p> <p>(a) The exclusive right and privilege to provide the Services* at the Facility;</p> <p>(b) The exclusive right and privilege to use and occupy the Service Areas and to use the Service Equipment, Facility Goods, Smallwares, and Service Area Utility Systems in connection with the provision of Services at the Facility;</p> <p>Notwithstanding the foregoing, Concessionaire shall not have the right to provide any Services in any adjacent areas outside the confines of the Facility, except for the Miami Beach Botanical Garden if requested by the customer. The right to provide Services in such areas is reserved to the City. The rights granted to Concessionaire herein are limited to interior of facilities unless otherwise provided for herein. The selection of a Service provider for outdoor activities at the Facility shall be determined by the City, in its sole discretion; provided, however, that Concessionaire shall have exclusive rights to outdoor events and activities that are extensions of interior Events at the Facility.</p> <p>Without the prior written consent of City, take-out sales are strictly prohibited. Concessionaire must not utilize Service Areas or Service Equipment for off-site food functions without the specific prior written approval of City. If approval is granted by City for use of Service Areas and Service Equipment for take-out sales, all revenue derived from approved take-out sales must be included in Gross Receipts.</p>

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<p>24. Operating Plan</p>	<p>Employee lounges are not areas of exclusive use by Concessionaire.</p> <p>Concessionaire shall provide by March 1st of each year, all of what are subject to review and approval by the City and Facility Manager:</p> <ul style="list-style-type: none"> (i) An annual operating plan for the next contract year and a five (5) year operating plan (for planning purposes only), each to meet the scope of services and objectives under this Agreement. The operating plan shall include with it a listing and detail of all third-party contracts for the inspection/maintenance of equipment that are paid from the Capital Reserve Fund. (ii) Marketing plan; (iii) A one (1) year and five (5) year proposed repair, replacement and improvement plan; (iv) A one (1) year and five (5) year proposed cleaning and maintenance program for all Service Areas, Service Equipment, smallwares, improvements and fixtures; (v) Safety and emergency management plan as it relates to potential food and beverage contamination; and (vi) Detailed product branding plan. <p><u>Annual Management Plan:</u> Concessionaire shall cooperate with the City Manager or his designee's, reasonable requests in connection with the City's preparation of an annual management plan for the Facility on or before July 1 of each contract year.</p>
<p>25. Pastry Operation</p>	<p>Concessionaire shall develop and implement in-house pastry operation including all pastry production and operations, to include, but not limited to, quality preparation and presentation of pastries, desserts and baked goods, compliance with all safety and sanitation standards and regulations. Create and implement new menus and individual menu items for outlets based on current food trends and regional tastes in partnership with Pastry Chef, Executive Chef and General Manager.</p> <p>\$100,000 of the Initial Capital Investment is allocated to the development of an in-house pastry production. Additionally, our alliance with A Joy Wallace Catering and R.A.R.E provides us the ability to engage their respective pastry chefs and production producing high quality pastry, desserts, and baked goods.</p>
<p>26. <u>Performance Bond or Alternate Security</u></p>	<p>Concessionaire shall, on or before the commencement date of the Initial term, furnish to the City Manager or his designee a Performance Bond, in the penal sum as stated below, for the payment of which Concessionaire shall bind itself for the faithful performance of the terms and conditions of this Agreement. A Performance Bond in the amount of Three Hundred Thousand Dollars (\$300,000.00) shall be required and be in faithful observance of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the City Manager or his designee, in his/her reasonable business judgment and discretion. The form of the Performance Bond or letter of credit shall be as required by the City Manager or his designee. In the event that a Certificate of Deposit is approved, it shall</p>

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	<p>be a Three Hundred Thousand Dollar (\$300,000.00) one-year Certificate of Deposit in favor of the City, which shall be automatically renewed, the original of which shall be held by the City. Concessionaire shall be so required to maintain said Performance Bond or alternate security, as accepted by the City Manager or his designee, in full force and effect throughout the Term of this Agreement. Concessionaire shall have an affirmative duty to notify the City, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Concessionaire, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.</p>
27. Proposed Exhibits to Agreement	

Other Terms and Conditions:

1. *While this proposal is intended to facilitate the parties' continuing discussions concerning the matters described herein, neither this proposal, nor the terms and conditions set forth herein (other than the terms of the immediately following paragraph), shall be binding on any party unless and until such terms are set forth in a binding, definitive agreement (or agreements) executed by all necessary parties. ARAMARK's proposal is further subject to the obtaining of all necessary corporate approval. This proposal supersedes and replaces in entirety any prior proposals submitted by ARAMARK, whether oral or in writing.*
2. *This proposal and its terms and conditions constitute confidential and proprietary information of ARAMARK and its affiliates and shall be maintained as confidential. This proposal may not be disclosed to any third party, other than the City of Miami employees, agents, consultants and board members in connection with their evaluation of the transactions described herein.*

***Term to be defined in the Agreement.**



Drew Nieporent



Chef Dave Pasternack



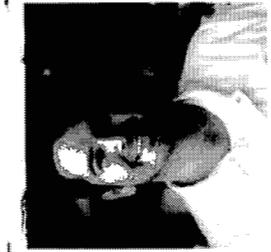
Danny Meyer



Chef Brady Spears



Jeff Ruby



Chef Bryan Caswell



Iron Chef Michael Simon



Chef Rocco Whalen



Chef Jonathan Sawyer



Kevin Straga



Iron Chef Jose Garcia



Chef Kevin Rathbun

PRELIMINARY TERM SHEET (FINAL)

Catering and Concession Services Agreement for the
Miami Beach Convention Center
Between the City of Miami Beach and Centerplate
Date: May 22, 2013

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1. Form of Agreement	Catering and Concession Services Agreement
2. Facilities covered under Agreement	Miami Beach Convention Center (MBCC)
3. Term	<p>Three (3) year initial term commencing on July 1, 2013, and ending June 30 2016.</p> <p>A "contract year" shall be defined as the period from July 1 through June 30 of the following year.</p>
4. Renewal Options	Two (2) one year renewal options, exercisable with one hundred eighty (180) days prior written notice, at the mutual agreement of both parties.
5. Capital Upgrades	<p>Concessionaire shall invest an amount not to exceed \$800,000 in the Facility (the "Initial Capital Investment"). The Initial Capital Investment shall be used for improvements to the Facility, including, without limitation, renovations, changes, and/or modifications to improve the existing Service Areas and Service Equipment and/or purchase and installation of additional Facility Goods (together with expenditures pursuant to Section 4.2 below, "Investment Expenditures"). Investment Expenditures made with the Initial Capital Investment shall be made during the twelve (12) month period immediately following execution of this Agreement, in accordance with the mutual written agreement of the parties, acting reasonably and in good-faith. Should any portion of the Initial Capital Investment remain unspent following the expiration of such twelve (12) month period, Concessionaire shall make a lump-sum payment, in the amount of such remainder, to the City, within fifteen (15) days following receipt of the City's written request therefore.</p> <p>Investment of \$800,000 outlined above shall be amortized and/or depreciated on a three (3) year schedule commencing on the commencement date of the term, deployment date, or date of installation whichever is later. If the agreement expires or terminates for any reason whatsoever, with or without cause, prior to Concessionaire's complete amortization of the Investment, the unamortized portion of the Investment will be reimbursed to Concessionaire by the City or the successor concessionaire.</p>
6. Additional Capital Upgrades	<p><u>Additional Capital Investment.</u> Provided that the City (i) complete the proposed ballroom space expansion within the Center and (ii) exercises a two-year extension to the existing Agreement, commencing at the completion of ballroom space, Concessionaire shall invest an additional amount, not to exceed \$500,000 ("Additional Investment"), toward marketing, promotion, innovation initiatives and foodservice capital projects; nature and scope to be mutually agreed upon, no sooner than twelve month period immediately prior to scheduled grand opening of the Ballroom.</p> <p>Additional Investment of \$500,000 outlined above shall be amortized and/or depreciated on a two-year schedule commencing on the commencement date of the extended term, deployment date, or date of</p>

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	<p>installation whichever is later. If the agreement expires or terminates for any reason whatsoever, with or without cause, prior to Concessionaire's complete amortization of the Investment, the unamortized portion of the Investment will be reimbursed to Concessionaire by the City or the successor concessionaire</p>																								
<p>7. Customer Satisfaction</p>	<p>Customer satisfaction is essential to the successful operation of food and beverages services. As such, Concessionaire shall maintain its food and beverage catering and concession services at an aggregate positive customer survey score(s) at or above 93% for each contract year-end.</p> <p>Recovery Period: If at any time during this Agreement, Concessionaire fails to achieve 93% but achieves at least 85% of the Performance Thresholds, then Concessionaire shall be provided six (6) months to achieve at least 93% performance thresholds and "recover" it's "good standing" status with City.</p> <p>Failure to maintain an aggregate positive customer survey score(s) at or above 93% after such Recovery Period as described above shall constitute an Event of Default by Concessionaire.</p> <p>The failure or inability by Concessionaire to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Concessionaire, which continues for more than thirty (30) days after written notice from the City; provided, however, if the nature of the failure is such that more than such period is reasonably required for its cure, then Concessionaire shall not be deemed to have committed an Event of Default if Concessionaire commences the cure within such period and thereafter diligently pursues the cure to completion and actually completes the cure within an additional sixty (60) day period.</p> <p>The City agrees that for every event, a survey is mailed and a response is requested.</p> <p>Scores that reference Food & Beverage where no Food & Beverage service was provided will not be included in tabulated survey scores.</p>																								
<p>8. Minimum Annual Rent</p>	<p>Concessionaire shall pay a guaranteed minimum annual rent ("Minimum Annual Rent") of One Million (\$1,000,000) for each contract year. For any partial contract year occurring during the term, the Minimum Annual Rent shall be pro-rated on a monthly basis.</p>																								
<p>9. Commissions</p>	<p>Concessionaire shall pay Commissions based on Gross Receipts received by Concessionaire from Food and Beverage Sales during each Contract Year, as follows:</p> <table border="1" data-bbox="787 1638 1323 1948"> <thead> <tr> <th colspan="2" data-bbox="787 1638 1128 1711">Step Tiers</th> <th data-bbox="1128 1638 1323 1711">Commission Percentage</th> </tr> <tr> <th colspan="2" data-bbox="787 1711 1128 1743">Annual Gross Receipts</th> <th data-bbox="1128 1711 1323 1743"></th> </tr> <tr> <th data-bbox="787 1743 958 1774">From</th> <th data-bbox="958 1743 1128 1774">To</th> <th data-bbox="1128 1743 1323 1774">%</th> </tr> </thead> <tbody> <tr> <td data-bbox="787 1774 958 1806">Zero</td> <td data-bbox="958 1774 1128 1806">\$ 4,000,000</td> <td data-bbox="1128 1774 1323 1806">20</td> </tr> <tr> <td data-bbox="787 1806 958 1837">\$ 4,000,001</td> <td data-bbox="958 1806 1128 1837">\$ 5,000,000</td> <td data-bbox="1128 1806 1323 1837">25</td> </tr> <tr> <td data-bbox="787 1837 958 1869">\$ 5,000,001</td> <td data-bbox="958 1837 1128 1869">\$ 6,000,000</td> <td data-bbox="1128 1837 1323 1869">32</td> </tr> <tr> <td data-bbox="787 1869 958 1900">\$ 6,000,001</td> <td data-bbox="958 1869 1128 1900">\$ 7,000,000</td> <td data-bbox="1128 1869 1323 1900">35</td> </tr> <tr> <td data-bbox="787 1900 958 1932">\$ 7,000,001</td> <td data-bbox="958 1900 1128 1932">\$ 8,000,000</td> <td data-bbox="1128 1900 1323 1932">36</td> </tr> </tbody> </table>	Step Tiers		Commission Percentage	Annual Gross Receipts			From	To	%	Zero	\$ 4,000,000	20	\$ 4,000,001	\$ 5,000,000	25	\$ 5,000,001	\$ 6,000,000	32	\$ 6,000,001	\$ 7,000,000	35	\$ 7,000,001	\$ 8,000,000	36
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	\$ 8,000,001 \$ 9,000,001	\$ 9,000,000 Greater	38 40
10. Sub-Contractor Splits	<p><i>*Calculated on the increment and all tiers as shown are adjusted by CPI</i></p> <p><i>* Same percentage rent for branded foods as the rates for Concession Food and Beverage, provided the commissions due to the City are decreased dollar for dollar for the royalty fee (typically at 5.0% to 6.0% of sales) associated with the branded food concepts.</i></p> <p>Concessionaire helps promote local minority businesses as part of its community support. Currently we have the following sub contractors at the MBCC; Pita Hut Enterprises, Showtime Incorporated, and Chilango's Incorporated. These sub contractors pay Concessionaire commissions ranging from 28% to 40% of their top line revenue. Sub contractors may be added and/or yearly contracts may not renewed, based on forecasted business levels and the sub contractors quality of food and service.</p> <p>Concessionaire's commission received from sub-contractors shall be considered part of Gross Receipts and City shall receive the prevailing commission rate based on commission tier structure (between 20% to 40%).</p>		
11. Net Performance	<p>Net Performance is defined as the minimum required gross revenue of the fiscal year generated from any events booked by Concessionaire resulting in F&B revenue.</p> <p>Concessionaire shall endeavor to increase its catering gross revenue for the fiscal year by five (5) percent annually.</p> <p>Events booked by Concessionaire are those events where the bookings have not come through the building management's sales team or the Miami Beach Visitor and Convention Bureau.</p> <p>In the event of any force majeure where events are cancelled through no fault of Concessionaire, the projected revenue will still be counted toward the targeted goal for the year.</p>		
12. Capital Reserve Fund	<p>Concessionaire shall contribute an amount to a reserve fund (the "Capital Reserve Fund") equal to 1% of Concessionaire's total Gross Receipts from Food and Beverage Sales on a monthly basis. Concessionaire shall use the Capital Reserve Fund for any necessary repairs, maintenance or replacements of the Service Equipment, Facility Goods, and Smallwares. Unused amounts of the Capital Reserve Fund shall be carried forward from year to year. Any funds remaining in the Capital Reserve Fund at the end of the Initial Term (and/or a Renewal Term, as the case may be) shall be paid to the City. Concessionaire will furnish the City Manager or his designee annually (no later than September 1st of each Contract Year) with a statement of amounts expended from the Capital Reserve Fund during the preceding Contract Year.</p> <p>Investment Expenditures made with the Capital Reserve Fund must be mutually agreed upon by Concessionaire and City.</p>		
13. Marketing Reserve Fund	<p>Each Contract Year, Concessionaire will contribute an amount to a marketing fund (the "Marketing Reserve Fund") equal to the greater of an annual contribution of \$50,000 or 1.5% of Gross Receipts received by Concessionaire from the provision of Catering Services on a monthly</p>		

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	<p>basis. The Marketing Reserve Fund shall be used by Concessionaire to promote the food and beverage offerings (catering, concessions, etc.) at the Facility. Unused amounts of the Marketing Fund shall be carried forward from year to year. Any funds remaining in the Marketing Fund at the end of the Initial Term (and/or a Renewal Term, as the case may be) shall be paid to the City. Concessionaire will furnish the City Manager or his designee annually (no later than September 1st of each Contract Year) with a statement of amounts expended from the Marketing Fund during the preceding Contract Year.</p> <p>Investment Expenditures made with the Marketing Fund must be mutually agreed upon by Concessionaire and City.</p>
14. Scholarship Contribution	<p>In each Contract Year of the Term, Concessionaire shall contribute \$20,000 towards the continuation of a scholarship fund (the "Scholarship Fund") for qualifying in-need Miami Beach residents pursuing a career in facility management and/or the hospitality and tourism industry. The Scholarship fund will be administered by the City and applicants will be reviewed and recommended by Concessionaire.</p>
15. Executive Staff	<p>Concessionaire to provide three (3) candidates for General Manager, Executive Chef and Sales Director positions for City review and approval, prior to hire. City shall also have prior approval of any replacement(s), such approval not to be unreasonably withheld, conditioned or delayed.</p>
16. "Transitioning" for Concessionaire Employees	<p>N/A</p>
17. Naming Rights and Sponsorships	<p>City reserves sole right of approval over all naming and sponsorship opportunities, and shall retain all revenues derived therefrom. The City has entered into an agreement with Coca-Cola Bottling, effective September 1, 2011 – September 1, 2021, to be the exclusive provider of non-alcoholic beverages and coffee products for all City owned and operated facilities. However, Coca-Cola allows for the convention center to contract someone to serve espresso shots or cortaditos that are freshly brewed on premise. This does, however, exclude any other coffee in any other form whether bottled or brewed.</p>
18. Use of the Facilities/CMB "Brand"	<p>The primary purpose of this Agreement is for provision of food and beverage services for the Miami Beach Convention Center. Concessionaire shall not use and/or otherwise exploit the logo, trademark, identity, and overall "brand" of MBCC and/or the City without the express prior written consent of the City. This shall include, without limitation, the use of the MBCC, and/or City logo, trademark, identity, and "brand" in business ventures and/or other related opportunities with Concessionaire affiliates, joint ventures, partners, contractors, and/or agents, without prior City approval.</p>
19. Hurricane or Emergency Response	<p>In the event of a hurricane or other natural disaster or emergency, the Concessionaire shall be required to provide the following:</p> <ol style="list-style-type: none"> a. food, drink and drinking water for up to 1,400 persons (three meals a day) for a three (3) day period, without electricity and water available from normal utility services (the "Emergency Preparations"). Part or all of each meal shall be heated, with hot beverages to be available with each meal. One half of the meals (700) shall be high energy producing and fifty percent (50%) larger than the standard meals, 25% of the meals to be standard

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	<p>and provide normal daily caloric intake, which for purposes of this agreement is agreed to be two thousand (2,000) calories per day, and 25% to be considered vegetarian.</p> <p>Concessionaire is to provide food, beverages, utensils, equipment and supervisory personnel for the Emergency Preparations.</p> <p>Concessionaire will be required to provide to the City, for the City Manager or his designee's review and approval, a menu using the Concessionaire's normal inventory plus items normally used by the Concessionaire so that the Concessionaire can assure delivery of the Emergency Preparations to the Convention Center within twenty-four (24) hours after order.</p> <p>All documented costs of supplies, food, labor, and materials used in connection with the Emergency Preparations, will be repaid to the Concessionaire by the City. The Concessionaire will be responsible for bearing all costs of possible extra inventory levels, preparation and planning.</p>
<p>20. Waiver of Exclusivity</p>	<p>Subject to the limitations set forth below, when reasonably requested by the City Manager or his designee, the Concessionaire shall, on not more than four (4) times per contract year, release exclusivity with respect to Catering Services for City-sponsored Events. In addition, upon request by the City Manager or his designee, Concessionaire may, at its option, release such exclusivity with respect to select non City-sponsored Events. In releasing its exclusivity, Concessionaire shall incur no costs and shall be entitled to collect such lump sum fee from such Event as may otherwise be agreed upon in writing between the Event, Concessionaire and the City. Such lump sum fee may, depending on the amount and agreement with the City, be considered a part of Gross Receipts for purposes of calculating the Step Tiers, and no Commissions shall be payable with respect to such percentage or other lump sum fee. Notwithstanding the foregoing, the lump sum fee to which Concessionaire may otherwise be entitled with respect to City-sponsored Events shall be waived, upon request by the City Manager or his designee.</p> <p>Notwithstanding anything to the contrary herein contained and subject to the limitations set forth in subsection (d) below, the parties agree that Concessionaire shall release its exclusivity with respect to Catering Services for the Art Basel US Corp Event; provided, however, that this release shall not preclude Concessionaire from providing Services at the Art Basel US Corp Event should Concessionaire be selected by Art Basel US Corp as its food and beverage service provider. Should Art Basel elect to utilize outside F&B services, Concessionaire may still provide F&B services to ancillary events such as Net Jets and UBS if requested by these vendors. In releasing its exclusivity, Concessionaire shall incur no costs and shall be entitled to collect ten percent (10%) of Gross Receipts from such Event (or such other lump sum fee as may otherwise be agreed upon in writing between the Concessionaire and the City). Such percentage or other lump sum fee shall not be considered a part of Gross Receipts for purposes of calculating the Step Tiers shown in Section 5.3(a) below, but no Commissions shall be payable with respect</p>

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	<p>to such percentage or other lump sum fee.</p> <p>City shall be entitled to collect ten percent (10%) of Gross Receipts from such Event (or such other lump sum fee as may otherwise be agreed upon in writing between the Art Basel US Corp and City).</p> <p>Notwithstanding anything to the contrary contained in this Agreement, in no event shall any waiver of any exclusive right granted to Concessionaire include or pertain to the sale of alcoholic beverages, and Concessionaire shall be the sole provider of alcoholic beverages at the Facility.</p> <p>The attached list exemplifies Concessionaire's ability to engage celebrity chefs.</p>
21. Green Initiatives	<p>Concessionaire will provide City with annual "green" report detailing information on sustainable efforts including but not limited to: recycling and composting, water and energy efficiency, use of sustainable cleaning agents, purchase of recyclable and compostable products, purchase of locally-grown, locally-produced and/or organic foods.</p>
22. City Uses	<p>Concessionaire shall provide Catering Services to the City, as may be requested in writing from time to time, at Concessionaire's actual cost plus 10%. Such charges shall be excluded from the calculation of Gross Receipts.</p>
23. Rights	<p>Subject to the terms and conditions contained in this Agreement, the City hereby grants to Concessionaire the following:</p> <p>(a) The exclusive right and privilege to provide the Services at the Facility;</p> <p>(b) The exclusive right and privilege to use and occupy the Service Areas and to use the Service Equipment, Facility Goods, Smallwares, and Service Area Utility Systems in connection with the provision of Services at the Facility;</p> <p>Notwithstanding the foregoing, Concessionaire shall not have the right to provide any Services in any adjacent areas outside the confines of the Facility, except for the Miami Beach Botanical Garden if requested by the customer. The right to provide Services in such areas is reserved to the City. The rights set forth in Section 2.1(a) are limited to interior of facilities unless otherwise provided for herein. The selection of a Service provider for outdoor activities at the Facility shall be determined by the City, in its sole discretion; provided, however, that Concessionaire shall have exclusive rights to outdoor Events and activities that are extensions of interior Events at the Facility.</p> <p>Without the prior written consent of City, take-out sales are strictly prohibited. Concessionaire must not utilize Service Areas or Service Equipment for off-site food functions without the specific prior written approval of City. If approval is granted by City for use of Service Areas and Service Equipment for take-out sales, all revenue derived from approved take-out sales must be included in Gross Receipts.</p> <p>Employee lounge are not areas of exclusive use by Concessionaire.</p>

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<p>24. Operating Plan</p>	<p>Concessionaire shall provide by March 1 of each year, all of what are subject to review and approval by the City and Convention Center Manager:</p> <ul style="list-style-type: none"> (i) An annual operating budget for the next contract year and a five (5) year operating budget (for planning purposes only), each to meet the scope of services and objectives under this Agreement. The operating budget shall include with it a listing and detail of all third party contracts for the inspection/maintenance of equipment that are paid from the operating budget; (ii) Marketing plan; (iii) A one (1) year and five (5) year proposed repair, replacement and improvement plan and budget; (iv) A one (1) year and five (5) year proposed cleaning and maintenance program for all Service Areas, Service Equipment, smallwares, improvements and fixtures; (v) Safety and emergency management plan as it relates to potential food and beverage contamination; and (vi) Detailed product branding plan. <p><u>Annual Management Plan:</u> Concessionaire shall cooperate with the City Manager or his designee's, reasonable requests in connection with the City's preparation of an annual management plan for the Facility on or before July 1 of each contract year.</p>
<p>25. Pastry Operation</p>	<p>Concessionaire supports an initiative to implement and produce fresh baked pastry offerings on-site. Create and implement new menus and individual menu items for outlets based on current food trends and regional tastes. Concessionaire agrees to train existing MBCC culinary team members to bake high quality breads, rolls, pastries, and desserts for use in marketing and serving MBCC guests. As business dictates, pastry chefs may be sent from other Concessionaire venues to train and assist production for the larger or more significant events.</p> <p>City agrees to provide an operational hood system for both the hot line and the previous dish machine area in the West kitchen.</p>
<p>26. Performance Bond or Alternate Security</p>	<p>Concessionaire shall, on or before the Commencement Date of this Agreement, furnish to the City Manager or his designee a Performance Bond, in the penal sum as stated below, for the payment of which Concessionaire shall bind itself for the faithful performance of the terms and conditions of this Agreement. A Performance Bond in the amount of Three Hundred Thousand Dollars (\$300,000.00) shall be required and be in faithful observance of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the City Manager or his designee, in his/her reasonable business judgment and discretion. The form of the Performance Bond or letter of credit shall be as required by the City Manager or his designee. In the event that a Certificate of Deposit is approved, it shall be a Three Hundred Thousand Dollar (\$300,000.00) one-year Certificate of Deposit in favor of the City, which shall be automatically renewed, the original of</p>

TERM	
	<p>which shall be held by the City. Concessionaire shall be so required to maintain said Performance Bond or alternate security, as accepted by the City Manager or his designee, in full force and effect throughout the Term of this Agreement. Concessionaire shall have an affirmative duty to notify the City, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Concessionaire, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.</p>
<p>27. Proposed Exhibits to Agreement</p>	

Other

_ The foregoing proposal shall not constitute a binding obligation of Centerplate until (i) Centerplate and the City have negotiated and executed a definitive agreement (ii) the Board of Directors of Centerplate has approved the foregoing, without regard to good faith or any other standard.

_ This proposal and its terms and conditions constitute confidential and proprietary information of Centerplate and its affiliates and shall be maintained as confidential. This proposal may not be disclosed to any third party, other than the City's employees, agents and consultants in connection with their evaluation of the transactions described herein.

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Chef + Restaurateur Relationships

Centerplate

John Sergi
Chief Design Officer



Chef + Restaurateur Relationships

Ethan Stowell

Safeco Field: Seattle Mariners

Donald Link

Morial Convention Center: New Orleans

Benjamin and Max Goldberg

LP Field: Tennessee Titans

Barbara Lynch

New England Aquarium: Boston

Bill Pustari

Apizza, Safeco Field: Seattle Mariners

Crispy Thin Crust Pizza, Colorado Convention Center: Denver

Troy Guard

Grass Fed Burgers, Colorado Convention Center: Denver

Roberto Santibanez

Tortugas Voladoras, Safeco Field: Seattle Mariners

Hand Made Tortas, Colorado Convention Center: Denver

Frank Falcinelli and Frank Castronovo

Belmont Stakes, NYRA



Ethan Stowell

Chef/Owner, Ethan Stowell Restaurants, Seattle, WA

Tavolata

How to Cook a Wolf

Staple and Fancy Mercantile

Anchoives and Olives

National Recognition

- 2012 Best Chef Northwest, James Beard Award Nomination, Staple and Fancy Mercantile
- 2011 Best Chef Northwest, James Beard Award Nomination, Staple and Fancy Mercantile
- 2010 Best Chef Northwest, James Beard Award Nomination, Union
- 2009 Best Chef Northwest, James Beard Award Nomination, Union
- 2009 Rising Star Seattle Restaurateur, StarChefs
- 2008 Best New Chefs in America, *Food & Wine Magazine*
- 2008 Best Chef Northwest, James Beard Award Nomination, Union
- 2008 Seattle's "Trailblazers", *Seattle Metropolitan's*
- 2008 Most Toqued-About Chef, *Seattle Metropolitan's*
- 2005 Chef to Watch, *Seattle Magazine*
- 2005 Chef to Watch, *Seattle Post-Intelligencer*



Cookbook

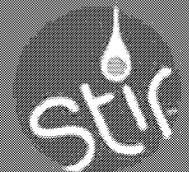
Ethan Stowell's New Italian Kitchen

Other Endeavors

Lagana Foods, Artisan Pasta Company

Food Philosophy

"Keep it simple, use fresh ingredients, and allow the food to do the talking"



Ethan Stowell

Biography

Ethan Stowell is the executive chef and owner of Ethan Stowell Restaurants in Seattle. His restaurants include Tivolàta, How to Cook a Wolf, Anchovies & Olives, and Staple & Fancy Mercantile, where he is the chef. Stowell was named one of the 2008 Best New Chefs in America by Food & Wine magazine and has been honored with multiple James Beard Award nominations for “Best Chef Northwest.” He is deeply devoted to his hometown and a strong advocate committed to seeing that Seattle is recognized nationally as a culinary destination. Stowell recently launched an artisan pasta company called Lagana Foods. He and his wife Angela live in Seattle’s Ballard neighborhood.



Ethan Stowell @ Safeco Field: Seattle Mariners

Scope of Work

YEAR 2010/11

- Input recipes for two concepts in The 'Pen
- Aid in locally sourcing ingredients for new menu items
- Participate in media events



YEAR 2011/12

- Input recipes for menu items featured in new and modified stadium General Concessions and on the Club Level
- Aid in localizing of suite menu offerings
- Continue to aid in locally sourcing ingredients for new menu items
- Participate in media events

YEAR 2012/13

- Input recipes for the Hit It Here Café, Diamond Club, and All Star Club
- Refine and continue to support localizing of suite menu offerings
- Continue to aid in locally sourcing ingredients for new menu items
- Participate in media events



Ethan Stowell @ Safeco Field: Seattle Mariners

YEAR 2011



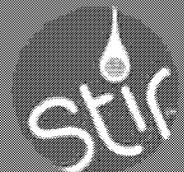
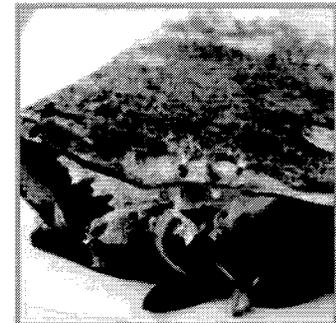
MENU

- Hamburg
- Cheeseburg
- Hot Dog
- "The 'Pen" Dog
- French Fries
- *2012 Addition – Oyster Po'Boy



MENU

- Turkey Crepe
- Roast Beef Crepe
- Ham Crepe
- Veggie Crepe
- Banana and Nutella Crepe
- Strawberry and Nutella Crepe



Ethan Stowell @ Safeco Field: Seattle Mariners

YEAR 2012



MENU

- Italian Sausage
- Cheddar Bratwurst



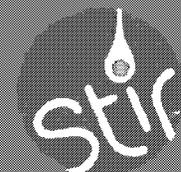
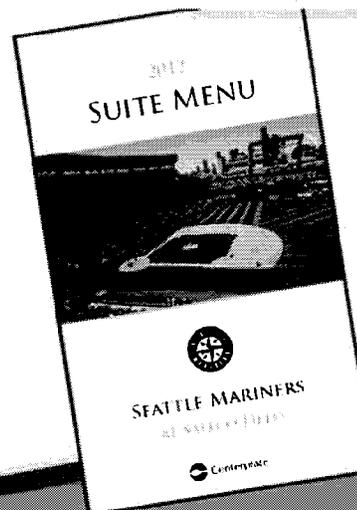
MENU

- Cheeseburger
- Hamburger
- Chicken Tenders
- Fries
- Garlic Fries
- Soft Serve Ice Cream

HOLY SMOKE BBQ

MENU

- BBQ Sliced Brisket Sandwich
- BBQ Pulled Pork Sandwich
- BBQ Hot Link
- Hot Link
- BBQ Nachos
- Sweet Potato Fries
- Apple Jalapeno Cole Slaw



Donald Link

Chef/Owner, Link Restaurant Group, New Orleans, LA

Herbsaint Bar and Restaurant

Cochon, Cajun Southern Cooking

Butcher

Calcasieu, Private Dining



National Recognition

- 2007 Best Chef South, James Beard Award, Cochon
- 2007 Best New Restaurant, James Beard Award Nomination, Cochon
- 2007 One of the Top 3 Restaurants that Count, New York Times, Cochon
- 2006 America's Top 50 Restaurants, *Gourmet Magazine*, Cochon
- Best Chef of 2002, *New Orleans Magazine*
- Top Ten Restaurants in New Orleans, *Times-Picayune*, Cochon

Cookbook

Real Cajun: Rustic Home Cooking from Donald Link's Louisiana

Other Endeavors

Host of *Taste of Place* on *Delish.com*

Original video program that explores the connection between local ingredients and famed local dishes from around the country

Food Philosophy

"Understand that the place makes the taste"



Donald Link

Biography

Inspired by his Grandfather, Donald Link began cooking at a very young age. He was working in the kitchen at age 15 washing dishes and soon began cooking. After years of experience working in Louisiana restaurants, Donald moved to San Francisco in 1993 where he attended the California Culinary Academy and cooked at many San Francisco restaurants, including the eccentric Flying Saucer, the newly opened Scala's Bistro, Cole Valley's Zazie, and at the Elite Café. Chef Link returned to New Orleans in 2000 to open Herbsaint Restaurant in the Warehouse District. In the Spring of 2006, following six months of delays due to Hurricane Katrina, Chef Link opened Cochon. The James Beard Foundation named Chef Link 2007 Best Chef: South and Cochon was nominated as Best New Restaurant. Additional accolades include being listed as one of the "top ten" restaurants in New Orleans by the Times-Picayune; featured in the "America's Top 50 Restaurants" Gourmet Magazine in 2006; numerous accolades from the New York Times; and bestowed the honor by New Orleans Magazine for "Best Chef of 2002."



Donald Link @ Morial Convention Center

Scope of Work

YEAR 2011

- Input recipes for new retail program concepts
- Aid in locally sourcing ingredients for new menu items
- Participate in media events

YEAR 2012

- Aid in localizing of catering menu offerings
- Continue to aid in locally sourcing ingredients for new menu items
- Participate in media events



Donald Link @ Morial Convention Center

YEAR 2011

BIG AND EASY SPECIALTIES

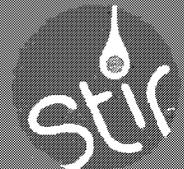
**RED BEANS
& RICE
GUMBO
CRAWFISH
ETOUFFEE**

- ✦ *Red Beans and Rice* \$6⁰⁰
- ✦ *Gumbo* \$6⁰⁰
- ✦ *Crawfish Etouffee* \$8⁵⁰
- ✦ *Alligator Sauce Picante* \$7⁰⁰
- ✦ *Beverages* (free refills)
Soft Drinks, Lemonade,
Iced Tea, Coffee \$3⁰⁰

SEASONAL GREENMARKET

SALADS ✦ SHRIMP REMOULADE ✦ MUFFALETTAS ✦ GRILLED CHICKEN

- ✦ *Individual Salad* \$6⁵⁰
- ✦ *Combo Salad Plate* \$9⁰⁰
1-2-3 or 4 salads
- ✦ *Shrimp Remoulade* \$8⁰⁰
- ✦ *Muffuletta* \$7⁵⁰
- ✦ *Louisiana Grilled
Chicken Salad* \$7⁰⁰
- ✦ *Chef's Chop Salad* \$6⁰⁰
- ✦ *Turkey Sandwich* \$6⁰⁰
- ✦ *Beverages* (all you can drink)
Soft Drinks, Lemonade,
Iced Tea, Coffee \$3⁰⁰



Donald Link @ Morial Convention Center

YEAR 2011

TASTY! DOGS SPICY! LINKS

CAJUN SPICED SAUSAGE * HOTDOGS * BLACK-EYED PEA CHILI

FRESH!
TOASTY!

BAKERY & GRILLED CHEESE

TOMATO
SOUP
CROISSANTS
BAGELS

* Natural Case Hot Dog	\$4 ⁰⁰
add choice of Kraut or black-eyed pea chili	\$2 ⁰⁰
* Cajun Spiced Sausage	\$6 ⁰⁰
with sweet peppers and onions	
* Zap's Chips	\$2 ⁵⁰
* Cole Slaw	\$2 ⁰⁰
* Beverages (free refills)	\$3 ⁰⁰
Soft Drinks, Lemonade, Iced Tea, Coffee	

* Bagels	\$2 ⁵⁰
* Croissants	\$3 ⁰⁰
* Muffins	\$2 ⁵⁰
* Scones	\$3 ⁵⁰
* Breakfast Breads	\$2 ⁰⁰
* Cookies	\$3 ⁰⁰
* Brownies	\$4 ⁰⁰
* Grilled Cheese	\$5 ⁰⁰
add Bologna, Sausage or Country Ham	\$2 ⁰⁰
* Beverages (all you can drink)	\$3 ⁰⁰
Soft Drinks, Lemonade, Iced Tea, Coffee	



Donald Link @ Morial Convention Center

YEAR 2011

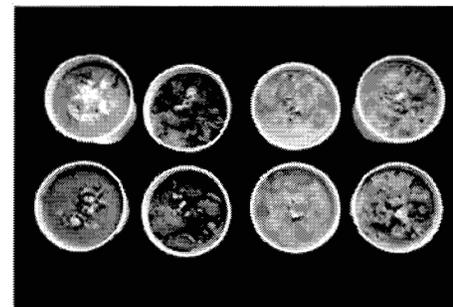
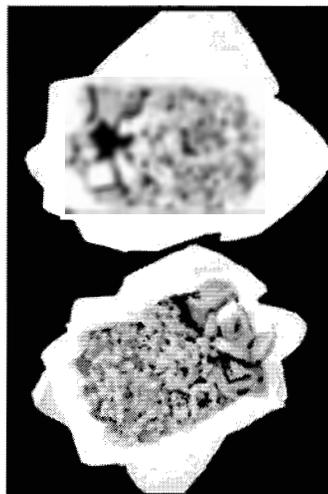
JUST
PLAIN
GOOD

PO-BOYS

SHRIMP * CATFISH * ROAST BEEF * COLE SLAW



* <i>Shrimp Po-Boy</i>	\$8 ⁰⁰
* <i>Catfish Po-Boy</i>	\$8 ⁰⁰
* <i>Roast Beef Po-Boy</i>	\$6 ⁰⁰
* <i>Zap's Chips</i>	\$2 ⁵⁰
* <i>Cole Slaw</i>	\$2 ⁰⁰
* <i>Beverages (all you can drink)</i> Soft Drinks, Lemonade, Iced Tea, Coffee	\$3 ⁰⁰



Donald Link @ Morial Convention Center

YEAR 2012

Highlights from New Catering Menu

Gator Bites Canapé

With Lemon Aioli

Crispy Pork Belly Canapé

With Citrus Marmalade, Pecan Shortbread

Shrimp and Grits Dinner Entree

Artisan Grits, Sauce Picante

Abita Beer Braised Sirloin Entree

Locally Brewed Abita Beer

Taste of New Orleans Station

*Red Beans and Rice, Crawfish Etouffee,
Chicken and Sausage Gumbo*

New Orleans Deli Buffet Lunch

*With Local, Organic Seasonal Salads
by Donald Link*

New Orleans Favorites Break

*King Cake with Pralines, Hubig's Pies,
Fresh Bread Pudding*

Steamed Louisiana Rice Pudding

With Cane Sugar



Benjamin and Max Goldberg

Owners, Strategic Hospitality LLC , Nashville, TN

Catbird Seat

Paradise Park

Merchants

The Patterson House

Aerial, Private Event Space

Bar 23

City Hall



National Recognition

- 2012 Best New Restaurant, James Beard Award Nomination, Catbird Seat
- 2012 Top Ten New Restaurants in America, *GQ Magazine*, Catbird Seat
- 2009 Best New Bar in Nashville, *Nashville Scene*, Patterson House
- 2007 Best New Bar in Nashville, *Nashville Scene*, Paradise Park
- 2003 Best New Bar in Nashville, *Nashville Scene*, Bar 23



Benjamin and Max Goldberg

Biography

Benjamin and Max Goldberg are the co-owners of Strategic Hospitality, LLC. Strategic Hospitality is the parent company to Nashville-based Merchants Restaurant, The Patterson House, Paradise Park, rooftop event space Aerial, and chef-driven, intimate restaurant The Catbird Seat.

Upon graduating college with a degree in business, Benjamin returned to his hometown of Nashville and opened his first establishment at the young age of 23. Bar Twenty3 was a sleek, hip bar in an up-and-coming neighborhood called the Gulch, Nashville's old train yard. Bar Twenty3 was an instant success, named one of the top 30 nightspots in the world by Conde Nast Traveler and winning myriad awards from local publications Nashville Scene and the Tennessean. Some of those awards include: Best New Bar, Best Place to People Watch and Bar That Makes You Not Feel Like You Are Not In Nashville.

In 2005, two years after opening Bar Twenty3, Goldberg opened live music venue City Hall, which also became a popular special event space. City Hall fit a mid-size niche in the Nashville market and was named Best New Music Venue by the Nashville Scene in 2006. Acts at City Hall include Kings of Leon, Sugarland, The Deftones, Ray Lamontagne, The Roots and Beck. City Hall hosted events for Universal Music Group, CMT Awards Show parties and many fundraisers.

In March 2007 Goldberg opened Paradise Park Trailer Resort, a true honky tonk on the Broadway strip in downtown Nashville. Paradise Park is a tongue-in-cheek rendition of a southern trailer park, complete with wood paneled walls and AstroTurf floors. Paradise Park is one of the most popular bars on Broadway for both tourists and locals alike.

Shortly after opening Paradise Park Trailer Resort, the brothers of Strategic Hospitality had the opportunity open a rooftop venue on the top of the Paradise Park location. This special event space provides unparalleled views of the neon lights of Broadway, historic Ryman Auditorium, Shelby Street Bridge, and the skyscrapers of downtown. With seating for up to 150, Aerial is an ideal location for many weddings, company parties, and other celebrations.

In the spring of 2009 Strategic Hospitality brought The Patterson House to Nashville. The speakeasy style bar and restaurant focuses on high-end cocktails made with precise amounts of liquor, homemade bitters and syrups, and fresh fruits and juices. The Patterson House brought together a team with outstanding resumes and training from some of the greatest restaurants in the world, including Alinea, The Fat Duck, and Milk and Honey. The Patterson House has received national press from The New York Times, GQ magazine, Bon Appetit Magazine, Spirit by Southwest Airlines and more.

In October 2011 The Catbird Seat has become the next innovative restaurant from the Goldbergs. Acclaimed chefs Josh Habiger and Erik Anderson, who bring stellar resumes and excessive creativity, prepare dishes and interact with their customers from behind an intimate U-shaped kitchen that seats only 32. The ever changing, price fixed menu offers seven inspired courses and serves as one of the most forward-thinking restaurants thus far.



Goldbergs @ LP Field: Tennessee Titans

Scope of Work



YEAR 2012

- Input recipes for menu items featured in two new portable food stations on the Club Level
- Input recipes for menu items featured on portables on the Main and Upper Concourses
- Aid in locally sourcing ingredients for new menu items
- Participate in media events

YEAR 2013

- Input recipes for menu items featured in all new Club Level Concepts
- Input recipes for menu items featured in all new Main and Upper Concourse food portables
- Refine and continue to support localizing of suite menu offerings
- Continue to aid in locally sourcing ingredients for new menu items
- Participate in media events

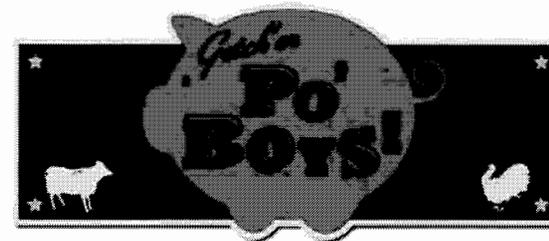
YEAR 2014

- Input recipes for various new General Concessions concepts
- Refine and continue to support localizing of suite menu offerings
- Continue to aid in locally sourcing ingredients for new menu items
- Participate in media events



Goldbergs @ LP Field: Tennessee Titans

Year 2012



MENU

Smoked Turkey

Yazoo mustard, smoked cheddar cream sauce, and green tomato chow chow

Roast Beef

Yazoo mustard, pimento cheese, and green tomato chow chow

MENU

Buffalo Turkey Po Boy

Creamy ranch spread

Roast Beef Po Boy

Horseradish creme

Slow Roasted Pork Po Boy

BBQ mayonnaise



Barbara Lynch

Chef/Owner, Barbara Lynch Gruppo , Boston, MA

No. 9 Park

B&G Oysters

The Butcher Shop

Drink

Sportello

Menton

9 at Home, Catering Company



National Recognition

- 2006 Top 50 Restaurants in America, *Gourmet Magazine*, No. 9 Park
- 2004/2005 Best Restaurant/General Excellence, *Boston Magazine*
- 2003 Best Chef Northeast, James Beard Award
- 2003 Top 50 Restaurants in America, *Travel and Leisure Magazine*, No. 9 Park
- 1998 Top 25 New Restaurants in America, *Bon Appétit*, No. 9 Park
- 1998 Best New Restaurant, *Food and Wine Magazine*, No. 9 Park

Cookbook

Stir – Mixing it up in the Italian Tradition

Other Endeavors

Stir, Demonstration Kitchen and Cookbook Store



Barbara Lynch

Biography

James Beard Award-winner Barbara Lynch is regarded as one of Boston's, and the country's, leading chefs and restaurateurs. While growing up in South Boston, Barbara, at the age of 13, got her first kitchen job cooking at a local rectory. During her early twenties, Barbara worked under some of Boston's greatest culinary talents including Chef Todd English, first at Michaela's then at Olives and later Figs.

In 1998, Barbara opened a restaurant of her own, No. 9 Park, in Boston's Beacon Hill neighborhood. The restaurant immediately received rave reviews including "Top 25 New Restaurants in America" by Bon Appétit and "Best New Restaurant" by Food & Wine. Barbara expanded her presence in Boston to include B&G Oysters, The Butcher Shop, 9 at home (a catering company), Plum Produce, Stir, Drink, Sportello, and most recently, Menton. The James Beard Foundation named her "2003 Best Chef Northeast" and Travel & Leisure proclaimed No. 9 Park one of the "Top 50 Restaurants in America." For two consecutive years, No. 9 Park was named "Best Restaurant, General Excellence" by Boston Magazine and Gourmet included it as one of "America's Top 50 Restaurants" in 2006.



Barbara Lynch @ New England Aquarium

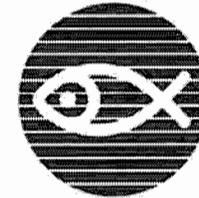
Scope of Work

YEAR 2012

- Input recipes for menu items featured in the Reef Bar
- Aid in locally sourcing ingredients for new menu items
- Participate in media events

YEAR 2013

- Input recipes for menu items featured in the retail program, including the Café and planned new services
- Support effort to localize the catering menu offerings
- Input recipes for menu items featured on the catering menu
- Continue to aid in locally sourcing ingredients for new menu items
- Participate in media events



**New England
Aquarium**



Barbara Lynch @ New England Aquarium

2012



New England Aquarium





New England Aquarium
Protecting the blue planet

MENU

Hummus Plate / 7
WITH ROASTY CHICKPEAS, EXTRA VIRGIN OIL AND VERMONT CRACKERS

Vermont Cheese Plate / 10
AN ASSORTMENT OF VERMONT FRESH CHEESE AND FINE CRACKERS

Reef Clam Chowder / 6 ☑️
NEW ENGLAND STYLE MADE WITH SUSTAINABLE CLAMS, OYSTER CRACKERS

Farm Tomatoes / 11
WITH MAPLEBROOK MOZZARELLA, WHITE BALSAMIC VINEGAR AND TOASTED CROUTONS

Grilled Shrimp Caesar Salad / 13 ☑️
PARMESAN SHAVINGS AND ROASTED TOMATOES

Green Salad / 6
DAILY GREENS, EXTRA VIRGIN OLIVE OIL AND LEMON

Lamb Skewers (8) / 19
RUBBED WITH ROSEMARY AND GARLIC

Chicken Skewers (8) / 14
RUBBED WITH ROSEMARY AND GARLIC

Grilled Margherita Pizza / 10
FRESH BAKED TOMATO AND MOZZARELLA WITH CHOPPED SCALLIONS

B&C Lobster Roll / 17 ☑️
HOUSEMADE PICKLES AND COLESLAW, TOASTED TOPSIDER

Crustables:
PBBj / 4.50
ALL NATURAL PEANUT BUTTER AND CONCORD GRAPE JELLY

Grilled Cheese / 4.50
TYNARRE CHEESE BLEND TOASTED

Grilled Flatbread Sandwiches:
Turkey / 9
ROASTY TURKEY HONEY MUSTARD AND TOMATO

Steak and Cheese / 9
BREADED STEAK

Slow Cooked Pork "Burger" / 9
SPICY TOMATO JAM AND COLESLAW

Chef Barbara Lynch - Cheesecake Club

BEVERAGES

HARPOON
EST. 1971

Harpoon on Tap:

L.P.A.	6
Summer Beer	6
UFO	6
Bohemian Pilsner	6
Harpoon Hard Cider	6
Twisted Tea	6
Coors Light	6
Bud Light	6

Polar Soda: 2.50
COLA, DIET-COLA, 7UP & LEMONADE

Polar Spring Water 2.50

Snapple Tea 2.50
LEMON OR DIET

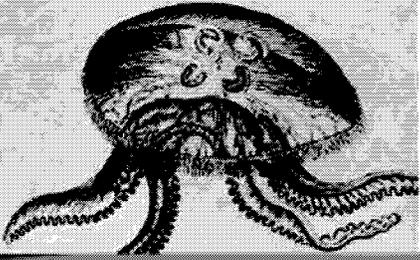


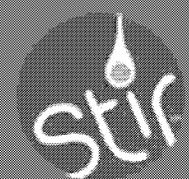
WE PROUDLY PROFILE RESPONSIBLY HARPOON BEER'S
BOTTLED BY THE NEW ENGLAND AQUARIUM'S
SUSTAINABLE SEAFOOD PROGRAM.

BEFORE PLACING YOUR ORDER, PLEASE ASK IF YOUR SERVER OR
A MEMBER IN YOUR PARTY HAS A FOOD ALLERGY.

UNFORTUNATELY SOME MENU ITEMS MAY BE IDEAL TO ALL
PERSONAGES.

THE STATE AND THE CITY OF BOSTON PUBLISH DISAPPOINTING
RESULTS TO REPORTING THAT BOTTLED BEVERAGES & MEAT,
PROHIBITING BEER HARPOON FROM A SIGN TO HELP HEALTH.





06

Bill Pustari

Chef/Owner, Modern Apizza, New Haven, CT

National Recognition

- Best Pizza, *New Haven Advocate's*, 12 Years Running
- #3 Pizza in the US, *Yahoo! Travel*
- The A-List: Best Pizza in America, *Playboy Magazine*
- The Four Greatest Pizzerias in New Haven, *Slice*



Biography

When celebrities and dignitaries come to New Haven, they make a beeline for world-famous Modern Apizza. Originally called State Street Apizza, Modern Apizza was founded in 1934 and has been in the same spot ever since. For more than 22-years, Bill Pustari has served as chef-owner of Modern where he serves New Haven-style thin-crust apizza (closely related to Neapolitan-style Italian pizza) which is baked in a coal-fired brick oven. Modern's uses the highest quality ingredients including fresh Grande Mozzarella and a specific lot of San Marzano tomatoes grown specifically for Modern's pies. Modern has received numerous accolades over the years including Yahoo! Travel's pick for #3 pizza in the U.S., Playboy magazine's top ten in the country as well as the New Haven Advocate's Best of Reader's Poll for —Best Pizza || 12-years in a row.



Bill Pustari @ Safeco Field: Seattle Mariners Colorado Convention Center

Safeco Field: Scope of Work

YEAR 2011

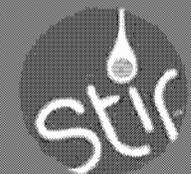
- Input recipes for one concept in The 'Pen
- Participate in media events



Colorado Convention Center: Scope of Work

YEAR 2012

- Input recipes for one retail concept
- Participate in media events



Bill Pustari @ Safeco Field: Seattle Mariners

YEAR 2011



MENU

Cheese Pizza

White Pie with
Broccoli Florets

Pepperoni Pizza

Caesar Salad



Bill Pustari @ Colorado Convention Center

YEAR 2012



MENU

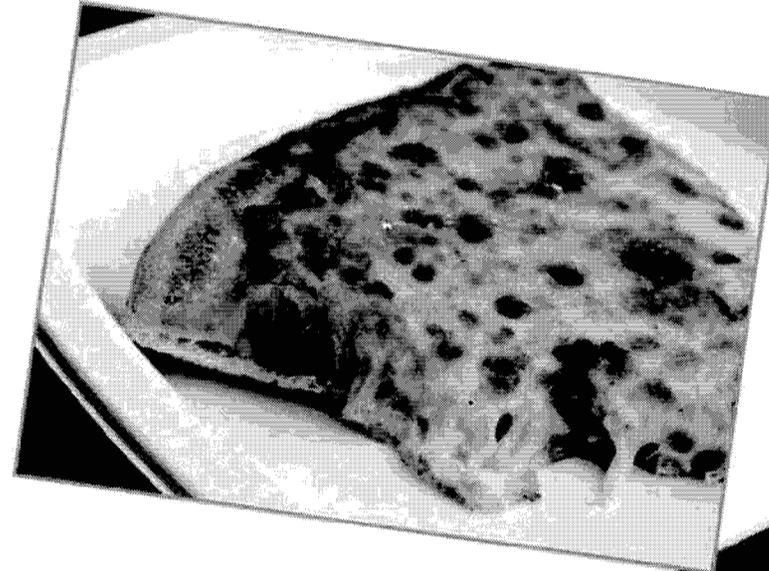
Cheese Slice

Colorado Seasonal
Slice

Pepperoni Slice

Caesar Salad

Turkey Meatball Sub



Troy Gaurd

Chef/Owner, TAG Restaurant, Denver, CO

National Recognition

- 2011 Best Seafood Restaurant, *Westwood*, Best of Denver Issue
- 2011 Best Blind Date Restaurant, *Westwood*, Best of Denver Issue
- 2011 Best Contemporary Cocktail, *Westwood*, Best of Denver Issue
- 1st Place, 2011 Hot Rocks Griller Challenge, Kangaroo Sliders
- Featured in *National Culinary Review*, *National Restaurant News*, and *Denver Magazine*



Food Philosophy

“Homegrown is always better, it helps the community and show support for the state we live in”



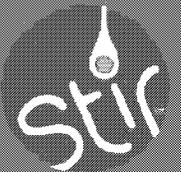
Troy Guard

Biography

TROY GUARD's career began in college at the famed La Costa Resort in San Diego. At the age of 21, Guard began his tutelage under fusion legend Roy Yamaguchi in Hawaii. During their eight-year journey together, Chef Guard developed a distinct multicultural style that would lead him to executive chef positions all over the world; from acclaimed New York hotspot Tao and Doc Cheng's in Singapore to Richard Sandoval's award-winning Latin-Asian fusion restaurant Zengo and Denver's comfort food concept, nine75.

In May of 2009, after two years of development, Chef Guard opened TAG on Larimer Square in the bustling LoDo District of downtown Denver. A culmination of a life-long dream, TAG espouses Guard's unique vision of Continental Social Food, a combination of his Hawaiian roots, his Pan-Asian expertise and fresh, local Colorado ingredients. "To me, America is so diverse and our lives have become built around where we eat and who we are eating with," explains Guard of the restaurant's concept. "I want TAG to be a place where people can come to eat, to have fun, to share and learn."

In the Spring of 2011, Guard and his team have expanded their culinary reach with two new restaurants; TAG | RAW BAR, a concept the chef describes as the manipulation of seasonal ingredients from their rawest form and Madison Street, a neighborhood restaurant located in Congress Park.



Troy Guard @ Colorado Convention Center

Colorado Convention Center: Scope of Work

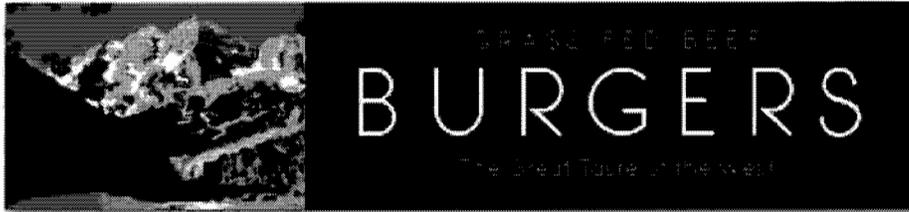
YEAR 2012

- Input recipes for one retail concept
- Participate in media events



Troy Guard @ Colorado Convention Center

YEAR 2012



MENU

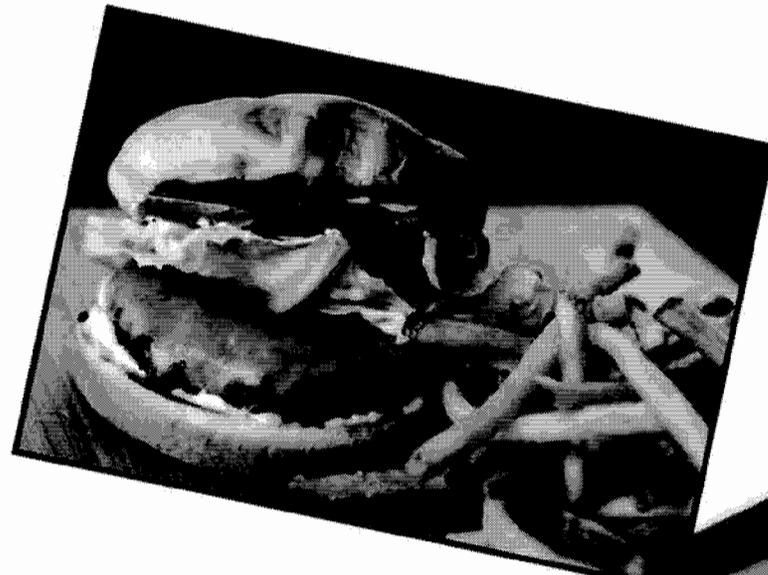
Hamburger

Cheeseburger

Signature Burger of the Day

Frites with Dipping Sauce

Hot Dog



Roberto Santibanez

Chef/Owner, Fonda Restaurant, Brooklyn, NY

Former Culinary Director, Rosa Mexicano, New York, NY

Former Executive Chef, Fonda San Miguel, Austin, TX

Former Chef/Owner, El Sax, La Circunstancia, and Restobar Salamandra, Mexico City

Former Executive Chef, Henbury Estate, Cheshire, England

National Recognition

- 2007 James Beard Award Nominee, Rosas New Mexican Table
- 2007 IACP Award Nominee, Rosas New Mexican Table
- Best Chef, *The Austin Chronicle*, Fonda San Miguel
- 5 Stars, *The Austin American-Statesman*, Fonda San Miguel

Cookbooks

Truly Mexican

Rosas New Mexican Table

Other Endeavors

President, Truly Mexican Consulting, New York, NY

Culinary Advisor, Chilango Restaurants, London, UK

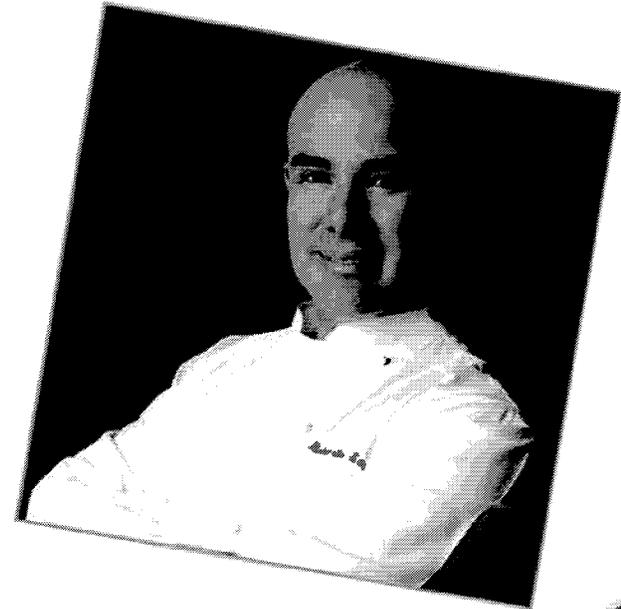
Culinary Partner, The Taco Truck, Hoboken, NJ

Lecturer, Culinary Institute of America

Member, The Culinary Institute of America's Latin Cuisines Advisory Council

Food Philosophy

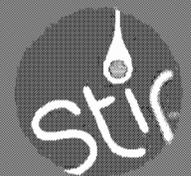
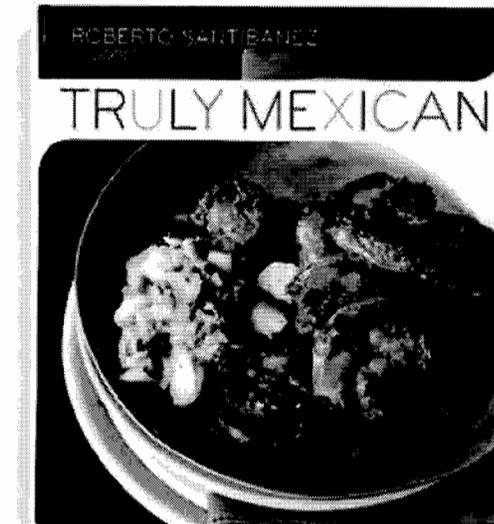
"Cook with everything you have learned and with everything you feel in your heart"



Roberto Santibanez

Biography

As a native of Mexico City and a graduate with honors from Paris's top culinary institutions, Chef Roberto Santibañez has a culinary resume that includes stints as restaurateur, culinary consultant, author, and teacher in Mexico, Europe, and the United States. Santibañez is —the” authority on authentic Mexican cuisine. As the executive chef at Fonda San Miguel in Austin, Texas, one of the oldest upscale Mexican restaurants in the United States where he was named —Best Chef || by The Austin Chronicle and garnered a five-star review from The Austin American-Statesman. He served as Culinary Director of the famed Rosa Mexicano restaurants in New York City and is now owner of Fonda restaurant in Brooklyn, New York and Culinary Director of The Taco Truck in Hoboken, New Jersey.



Roberto Santibanez @ Safeco Field: Seattle Mariners Colorado Convention Center

Safeco Field: Scope of Work

YEAR 2011

- Input recipes for one concept in The 'Pen
- Participate in media events



Colorado Convention Center: Scope of Work

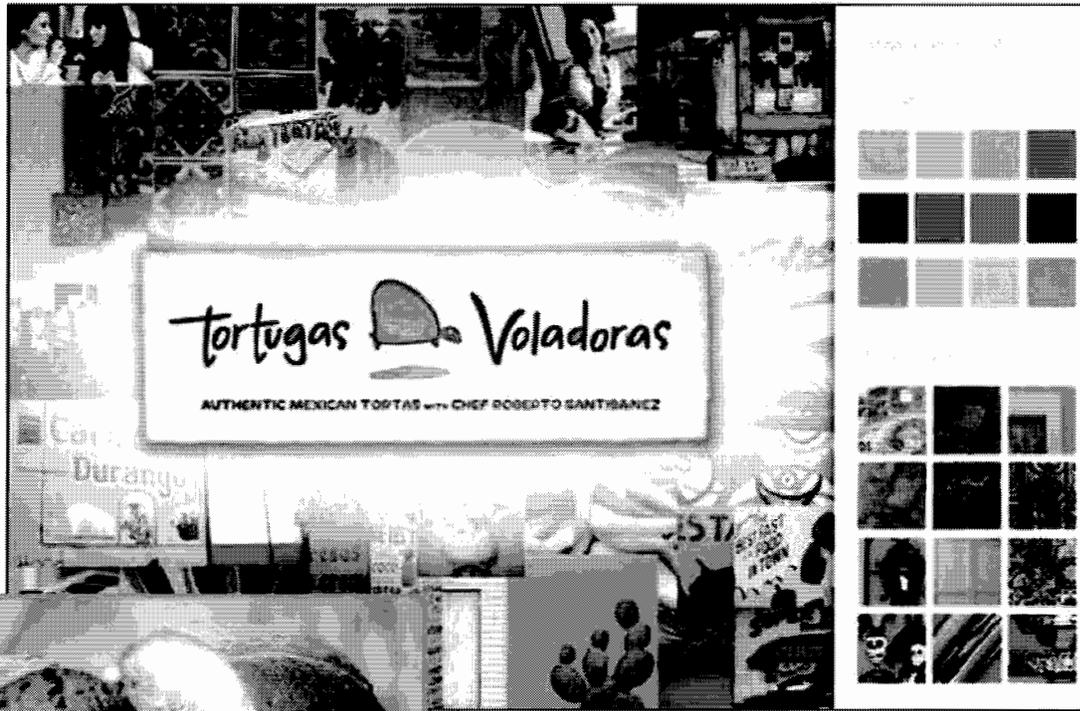
YEAR 2012

- Input recipes for one retail concept
- Participate in media events



Roberto Santibanez @ Safeco Field: Seattle Mariners

YEAR 2011



MENU

Roasted Chicken
Torta

Slow-Cooked Beef
Torta

Braised Pork Torta

Salchicha
(Hot Dog) Torta

Hot Dog Nachos

Salsa and Chips

Guacamole and
Chips



Roberto Santibanez @ Colorado Convention Center

YEAR 2012

MENU

Pulled Pork Torta

Sliced Chicken Torta

Braised Beef Torta

Ham and Queso Fresco Torta

Chorizo and Egg Torta

Black Bean Salad

Watermelon Salad

Salsa and Chips

Guacamole and Chips

Green Chili

Buffalo Chili



Frank Falcinelli and Frank Castronovo

Chefs/Owners, Frankies Spuntino, New York/Brooklyn, NY

Café Pedlar, Brooklyn, NY

Prime Meats, Brooklyn, NY

Francesca, New York, NY

National Recognition

- 2011 Favorite Germanic Restaurants Across America, *Bon Appétit*, Prime Meats
- 2010 Best of 2010 New York, *New York Magazine*, Frankies Spuntino
- 2009 Best Places for Brunch, *Bon Appétit*, Frankies Spuntino
- Featured in *NY Times*, *The Brooklyn Paper*, *The New York Observer*, *Food & Wine Magazine*, *NY Post*, *GQ Magazine* Appeared on “*The Martha Stewart Show*”

Cookbook

Frankies Kitchen Companion & Cooking Manual

Other Endeavors

Merlin Merchant, Online Store

Food Philosophy

“Offer deceptively simple fare—dishes prepared with the freshest possible ingredients and a high level of attention”



Frank Falcinelli and Frank Castronovo

Biography

Chef Frank Falcinelli owes his passion for cooking to his Italian grandmother, whose kitchen produced the aromas and flavors that would shape his professional life. Born in Queens, New York, Frank entered the culinary world as a delicatessen prep cook at the age of 14. After graduating from the Culinary Institute of America in 1986, he worked in Michelin two-star rated restaurants in France, including Maxim's of Paris and Jardin de l'Opera under Chef Dominique Toulousy. Upon his return to New York in 1988, he worked with rising star chefs Charlie Palmer and David Burke at the four-star rated River Café, and was later part of Aureole's opening team. A couple of years later, Frank opened Culinary Renaissance in Metuchen, N.J., which soon received a 3- and 4-star review from *The New York Times*. Drew Nieporent of the Myriad Restaurant Group took notice and in 1994, recruited Frank as Executive Chef of the Pine Island Grill in Bayville, N.Y., where he received another three-star review from *The New York Times*. In 1997, Frank became part owner and Executive Chef of the New York hotspot Moomba, a sophisticated restaurant and nightclub that translated to three-star approval on the west coast as well. After a successful five-year run at Moomba, Frank worked as a culinary consultant while developing a concept for a casual Italian eatery back in New York. The restaurant took shape after he reunited with his childhood friend and accomplished chef, Frank Castronovo, in 2003.

Chef Frank Castronovo learned the vernacular of Southern Italian food in his grandparents' kitchen. His formative culinary career began in 1984, at the age of 15, at Durso's, an Italian salumeria and gourmet shop in Flushing, Queens. In 1987, he began a professional apprenticeship at The Russian Tea Room under the tutelage of consulting chef Jacques Pepin. Three years later, Frank headed for France and Lyon where he worked for Chef Jean Fleury at the 3-star Michelin restaurant Paul Bocuse. A few months later, Chef Fleury recommended Frank to join Chef David Bouley's opening team at restaurant Bouley back in New York. It was named "one of the most exciting restaurants in New York City" by *The New York Times* and was awarded 4-stars shortly after its opening in 1990. In 1992, Frank opened Jean Claude, the critically-acclaimed Soho bistro. Itching to get back on the road and to further refine his culinary skills, Frank traveled and worked extensively throughout Asia and Australia. He later made his way to Freiburg, Germany, where he partnered with his friend, Chef Bernard Guth, and opened Schloss Reinach, a boutique hotel and restaurant. It was here that Frank met his wife Heike, and where his first daughter Louise, was born. Frank spent five years cooking in Freiburg before returning home to New York. He was soon after recruited as Executive Chef of Between The Bread, a high-end events and catering company. In 2001, Frank returned to fine dining as the Chef of Restaurant Boughalem, before opening the Chelsea Parish & Company, where he reunited with Frank Falcinelli in 2003.



Frank Falcinelli and Frank Castronovo @ Belmont Stakes

Belmont Stakes: Scope of Work

YEAR 2010/11

- Localize the Clubhouse Hospitality Program Men
- Participate in media events



Frank Falcinelli and Frank Castronovo @ Belmont Stakes

YEAR 2010/11



Salads

Romaine Hearts
with Caesar Dressing

Escarole with Sliced Red
Onion, Walnuts & Pecorino

Fennel, Celery Root & Parsley
with Sliced Red Onion,
Lemon & Pecorino

Grilled Calamari & Shrimp

Specials

SLICED KIBBEYE WITH HEIRLOOM
TOMATO & RED ONION SALAD

FRANKIES MEATBALLS
WITH FINE NUTS & RAISINS

HOUSE-MADE GNOCCHI
MAKINARA & FRESH RICOTTA

HOUSE-MADE CAVATELLI
WITH FALCOOS HOT SAUSAGE &
BROWNED SAGE BUTTER

BUTTERMILK BRIED CHICKEN
WITH COLESLAW, REMOULADE
& BUTTERMILK BISCUIT

Vegetable Antipasti

Roasted Cauliflower
Broccoli Rabe
Roasted Carrots
Roasted Cremini Mushrooms

Sandwiches

*Made on Grandaisy Rosemary
Bread*

FORCHETTA
ARUGULA & MUSTARD

MOZZARELLA
TOMATO & RED PEPPERS

SICILIAN TUNA

Desserts

Red Wine Prunes, Mascarpone

Ricotta Cheese Cake

Chocolate Tart

Fresh Fruit

Watermelon with
Course Sea Salt

Formaggio

Aged Provolone	Cow	Smooth, Italian, Aged Three Months
Il Re del Pecorino	Sheep	Firenze, Aged, Crumbly and Sharp
Amalattea	Goat	Sardegna, Semi Firm Aged 90 days
Mountain	Cow	Semi-Firm, Robust and Spicy



RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PURSUANT TO INVITATION TO NEGOTIATE (ITN) NO. 059-2013ME, AND APPROVING ALL MATERIAL AND SUBSTANTIVE TERMS OF AN AGREEMENT BETWEEN THE CITY AND ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC. (ARAMARK) TO PROVIDE PROFESSIONAL FOOD AND BEVERAGE FACILITIES MANAGEMENT SERVICES FOR THE MIAMI BEACH CONVENTION CENTER, AS SAME ARE SET FORTH IN THE TERM SHEET ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AUTHORIZING AND DIRECTING ARAMARK AND THE CITY MANAGER AND CITY ATTORNEY'S OFFICE TO FINALIZE THE AGREEMENT, BASED ON THE APPROVED TERM SHEET; FURTHER AUTHORIZING ARAMARK AND THE CITY MANAGER AND CITY ATTORNEY'S OFFICE TO MAKE ANY NON-SUBSTANTIVE AND NON-MATERIAL REVISIONS AND/OR ADDITIONS TO THE AGREEMENT, AS REQUIRED, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AGREEMENT (SAID AGREEMENT HAVING AN INITIAL TERM OF THREE (3) YEARS, COMMENCING ON OCTOBER 1, 2013, AND ENDING ON SEPTEMBER 30, 2016, WITH TWO (2) ONE YEAR RENEWAL TERMS, TO BE EXERCISED AT THE CITY'S SOLE OPTION AND DISCRETION).

WHEREAS, on September 6, 2006, the City Commission adopted Resolution No. 2006-26316, authorizing the Mayor and Clerk to execute an agreement with Service America Corporation D.B.A. Centerplate, for catering and concession services for the Miami Beach Convention Center (the Concession Agreement); and

WHEREAS, the initial term of the Concession Agreement expired on September 30, 2012, and includes two (2) successive, five (5) year renewal options, at the City's discretion; and

WHEREAS, at the December 14, 2011 City Commission meeting, the Administration was directed to issue a Request for Proposals for catering and concession services at the Convention Center; and

WHEREAS, RFP No. 39-11/12 (the 2012 RFP) was issued on April 25, 2012, after incorporating the comments from the Finance and Citywide Projects Committee meeting; the deadline for receipt of proposals was June 8, 2012; and

WHEREAS, at the September 12, 2012 City Commission meeting, the City Commission adopted Resolution No. 2012-28006, and exercised its right under the RFP to reject all proposals received pursuant to the 2012 RFP; 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 Convention Center (the ITN); and

WHEREAS, the ITN was issued on February 4, 2013, with an opening date of March 12th, 2013; and

WHEREAS, on March 12, 2013 proposals from the following four (4) firms were received:

1. Aramark;

2. Centerplate;
3. Ovations; and
4. Levy Restaurant.

WHEREAS, an Evaluation Committee convened on March 26, 2013, and recommended entering into negotiations with the three (3) top-ranked proposers: 1) Ovations; 2) Centerplate; and 3) Aramark; and

WHEREAS, on April 17, 2013, the Mayor and City Commission accepted the City Manager's recommendation and adopted Resolution No. 2013-28194, authorizing the Administration to enter into negotiations with the second and third ranked proposers, Centerplate, and Aramark; and

WHEREAS, the Administration negotiated with both firms and attached are draft term sheets (the Term Sheets) that were the result of these negotiations, which comprise the substantive terms of an agreement with each firm; and

WHEREAS, based on the negotiated Term Sheets, the City Manager recommends award of the catering and concession management agreement for the Miami Beach Convention Center to Aramark, pursuant to ITN NO. 059-2013ME.

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 accept the recommendation of the City Manager pursuant to Invitation To Negotiate (ITN) No. 059-2013ME, and approving all material and substantive terms of an agreement between the City and Aramark Sports And Entertainment Services, LLC. (Aramark) to provide professional food and beverage facilities management services for the Miami Beach Convention Center, as same are set forth in the term sheet attached as Exhibit "A" to this resolution; authorizing and directing Aramark and the City Manager and City Attorney's Office to finalize the agreement, based on the approved term sheet; further authorizing Aramark and the City Manager and City Attorney's Office to make any non-substantive and non-material revisions and/or additions to the agreement, as required, and authorizing the Mayor and City Clerk to execute the final agreement (said agreement having an initial term of three (3) years, commencing on October 1, 2013, and ending on September 30, 2016, with two (2) one year renewal terms, to be exercised at the city's sole option and discretion).

PASSED and ADOPTED this ____ day of _____, 2013.

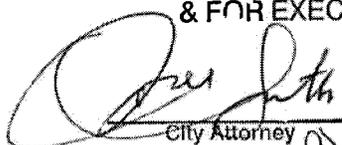
ATTEST:

MAYOR

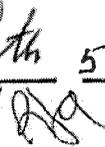
CITY CLERK

T:\AGENDA\2013\June 5\Global Spectrum Convention Center Mgmt Agmt RESO.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney



Date

5/29/13

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Condensed Title:

Consenting to the appointment of David D. Martinez as the Acting Director of the Office of Capital Improvement Projects for the City of Miami Beach.

Key Intended Outcome Supported:

- Ensure value and timely delivery of quality capital projects.
- Maintain City's Infrastructure.
- Increase community satisfaction with City government.

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Issue:

Shall the Mayor and City Commission adopt the Resolution consenting and confirming David D. Martinez as the Acting Director of the Office of Capital Improvement Projects?

Item Summary/Recommendation:

The Office of Capital Improvement Projects is responsible for managing the City's capital construction efforts and for providing the platform to address the goals set forth in the General Obligation Bond program, the Water and Wastewater Bond program, the Storm Water Bond program, and the Redevelopment Area Infrastructure Program to improve the City's infrastructure, public facilities, parks, beaches, golf courses and public safety equipment. CIP staff is composed of senior management, project managers in different categories of experience and responsibility, financial managers, field inspectors, community information coordinators and administrative personnel. The Office Director is responsible for formulating direction and policies for the Office, overseeing all projects, and approving all financial transactions.

Pursuant to the requirements of Article IV, Section 4.02 of the City Charter, it is recommended that the Mayor and the City Commission adopt the attached resolution consenting and confirming David D. Martinez as the Acting Director of the Office of Capital Improvement Projects for the City of Miami Beach.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sylvia Crespo-Tabak, Human Resources

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SCT <i>Sylvia Crespo-Tabak</i>	KGB	JLM <i>JLM</i>

\\AGENDA\2013\June 5\Martinez Acting CIP Director CIP ITEM SUMMARY.docx

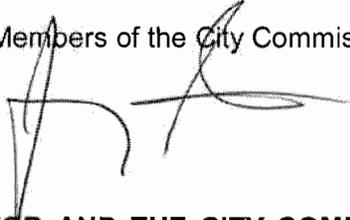


MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: June 5, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONSENTING TO THE APPOINTMENT OF DAVID D. MARTINEZ, P.E. AS THE ACTING DIRECTOR OF THE OFFICE OF CAPITAL IMPROVEMENT PROJECTS FOR THE CITY OF MIAMI BEACH.**

ADMINISTRATION RECOMMENDATION

Pursuant to the requirements of Article IV, Section 4.02 of the City Charter, it is recommended that the Mayor and the City Commission adopt the attached resolution consenting and confirming David Martinez as the Acting Director of the Office of Capital Improvement Projects (CIP) for the City of Miami Beach.

ANALYSIS

Mr. Martinez is a registered Civil engineer in the state of Florida and a LEED AP Certified Professional. In addition Mr. Martinez holds a Master's in Business Administration Degree.

Mr. Martinez has over 27 years of planning, engineering, and construction experience, including 8 years of administration and operations experience in municipal public works and capital projects. His expertise is solid in all management aspects of vertical, horizontal and underground construction, as well as maintenance operations. His professional experience has afforded him a thorough understanding of general business practices including budgeting, financial statements, business development, contract management and employee relations.

Mr. Martinez began his career in 1986 with Barton-Aschman Associates, Inc. as an associate, and shortly after, in 1987, he was hired by Post, Buckley, Schuh & Jernigan, Inc. as a project manager. In 1989, he was hired by the City of Pembroke Pines as the Deputy Utilities Director/Utilities City Engineer. In that position, he led a team of over 120 employees and was responsible for overseeing the engineering and construction of infrastructure improvements.

In 1995, Mr. Martinez began his employment with Sanders Company, Inc. as the Regional Sales Manager/Engineer where he was responsible for the South Florida office's business activities and engineering services related to manufacturing water/wastewater process equipment, pumping systems, and electrical controls. In 2001, Mr. Martinez was hired as a senior project manager with Lanzo Construction Company. In that capacity, he oversaw day-to-day construction activities associated with multiple South Florida public works projects, such as: site development; infrastructure

rehabilitation; construction of water distribution systems; sanitary sewer collection and transmission systems; storm drainage systems; roadways; sidewalks and landscaping.

In 2005, Mr. Martinez became the Director of Construction for the Tri-C Construction Co., Inc. where he directed construction operations for the Florida regional office and headed the ground up construction of CVS/Pharmacy stores across South Florida. Shortly afterward, in 2006, Mr. Martinez was hired by Miller Construction Company as a senior project manager where he was responsible for projects ranging from \$2 to \$20 million in value such as: construction-manager-at-risk; design-build; traditional construction of retail spaces, offices and warehouses; specialty construction; medical buildings; hospitality and high-end residential buildings.

In 2010, Mr. Martinez was employed by Rimkus Consulting Group to provide forensic engineering consulting services for legal, insurance, and corporate clients.

In June 2011, Mr. Martinez was hired by the City of Miami Beach as the Senior Capital Projects Coordinator and then, in October 2012, was promoted to Assistant Director of the CIP Office. In this capacity, he assisted the Director in managing and coordinating the activities of a \$50 million per year capital construction program. Mr. Martinez has been able to demonstrate his skills implementing new methods and ideas that increase productivity and lower costs. His skill in conflict resolution has allowed him to maintain excellent relationships with various contractors and vendors after successfully negotiating to the satisfaction of all parties and resolving problems.

CONCLUSION

Appointment of David D. Martinez as the Acting Director of the Office of Capital Improvement Projects will ensure that the City continues to move forward and build on the success of the City's capital improvement program and accomplish one of our priority Key Intended Outcomes (KIO) of ensuring value and timely delivery of quality capital projects, thereby enhancing the service provided to residents, visitors and members of the business community and construction trade.

Pursuant to the requirements of Article IV, Section 4.02, of the City Charter, it is recommended that the Mayor and City Commission adopt the resolution consenting and confirming David D. Martinez as the Acting Director of the Office of Capital Improvement Projects.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONSENTING TO THE APPOINTMENT OF DAVID D. MARTINEZ AS THE ACTING DIRECTOR OF THE OFFICE OF CAPITAL IMPROVEMENT PROJECTS FOR THE CITY OF MIAMI BEACH.

WHEREAS, the City Manager has appointed David D. Martinez as the Acting Director of the Office of Capital Improvement Projects for the City of Miami Beach; and

WHEREAS, pursuant to Article IV, Section 4.02, of the City of Miami Beach Charter, as well as Section 2-3 of the City Code, the City Manager has power to appoint directors of the City departments with the consent of the Mayor and the City Commission; and

WHEREAS, the Mayor and the City Commission wish to consent to and confirm the appointment of David D. Martinez as the Acting Director of the Office of Capital Improvement Projects for the City of Miami Beach until a permanent Director is selected.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, have consented to and confirmed the appointment of David D. Martinez as the Acting Director of the Office of Capital Improvement Projects for the City of Miami Beach.

PASSED and **ADOPTED** this ____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**


City Attorney

5/30/13
Date