

CITY OF CORAL GABLES, FLORIDA

RESOLUTION 2024-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA WAIVING THE COMPETITIVE PROCESS OF THE PROCUREMENT CODE PURSUANT TO SECTION 2-501(D) OF THE CITY CODE AND AUTHORIZING A FIVE (5)-YEAR LICENSE AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND BONJOUR EXPRESS CORAL GABLES, LLC FOR THE OPERATION OF THE LE PARC CAFÉ AT THE CORAL GABLES GOLF AND COUNTRY CLUB.

WHEREAS, on October 11, 2023, pursuant to Resolution 2023-292, the City Commission waived the competitive process and authorized the City Manager and the City Attorney to negotiate a 90-day License Agreement with a Licensee to provide food and beverage services at Coral Gables Golf and Country Club Le Parc Café, which includes the Café Area and Shared Space (the “Premises”); and,

WHEREAS, on November 21, 2023, pursuant to Resolution 2023-292, the City of Coral Gables (the “Licensor”) entered into a License Agreement with Bonjour, LLC for ninety (90) days (11/27/23-2/27/24) to provide food and beverage services at the Premises; and,

WHEREAS, under the same terms and conditions of the License Agreement, and pursuant to the authority granted by the City Commission in Resolution No. 2023-292, No. 2024-103, and No. 2024-131, the Licensor and Bonjour, LLC executed a First, Second, and Third Amendment to the License Agreement extending the term of the through August 27, 2024; and,

WHEREAS, during the License Agreement extensions, Licensor conducted negotiations with Bonjour Express Coral Gables, LLC (the “Licensee”), a Florida limited liability company, with the same ownership as Bonjour, LLC, created by the owners to provide food and beverage services at the Premises, and agreed on terms and conditions for a five-year License Agreement (8/28/24-8/27/29) (the “Agreement”); and,

WHEREAS, the Agreement includes the following key terms:

- (a) one (1) additional, five-year renewal option, at the City’s discretion, requiring City Commission approval;
- (b) 120-day termination for convenience available to both Licensor and Licensee by providing notice accordingly;

- (c) the Licensor will pay a License Fee to the Licensee of 85% of monthly gross revenues, less taxes, less 85% of the cost of the alcoholic beverages purchased by the Licensor and sold by the Licensee on the City's behalf, and 100% of monthly gratuities;
- (d) Licensee will purchase an additional display case for the front area of the Premises, and will be responsible for its maintenance/repairs;
- (e) Licensor will be responsible for utility charges, dishwasher lease, dishwasher soap, hood and interceptor system maintenance, pest control, and City-owned kitchen, front of the house, and refrigeration equipment maintenance;
- (f) Licensee will be responsible for selecting, training, and employing employees and/or independent contractors, to procure, prepare, and provide prepared and prepackaged food and beverage services, will pay for Licensee's proportionate share of any taxes levied against the Country Club property, janitorial services, a bi-annual deep cleaning for the Premises, standard Licensor insurance requirements for general liability, workers compensation, automobile liability, liquor liability, and property insurance;
- (g) Licensee will provide food and beverage services at the Premises Monday-Saturday 7:00 AM- 8:00 PM, Sunday 8:00 AM-6:00 PM; and,
- (h) Licensee shall actively engage in continuous collaborative marketing efforts with the Licensor that shall include social media accounts, and work with Licensor to ensure that all published content and direct messages are recorded via ArchiveSocial to remain compliant with public record laws;

WHEREAS, the City Commission finds that it is in the best interests of the City to waive the competitive process of the Procurement Code pursuant to Section 2-501(d) and approve the License Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That it is in the best interest of the City to waive the competitive process of the Procurement Code pursuant to Section 2-501(d) of the City Code to enter into a license agreement with Licensee for provision of food and beverage services at the

café space of the Coral Gables Golf & Country Club.

SECTION 3. That the License Agreement is hereby approved in substantially the form attached hereto as Exhibit “A.”

SECTION 4. That the City Manager is authorized to execute the License Agreement with Licensee with such modifications to the forms attached hereto as Exhibit “A” as may be approved by the City Manager and City Attorney that are necessary to implement the intent of this Resolution.

SECTION 5. That this Resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS ___ DAY OF AUGUST, A.D., 2024.

(Moved: ____/ Seconded: ____)

(Yeas:)

(Unanimous:)

(Non-Agenda Item)

APPROVED:

VINCE LAGO
MAYOR

ATTEST:

BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CRISTINA M. SUÁREZ
CITY ATTORNEY