

**SERVICE AGREEMENT  
FOR PROFESSIONAL TENNIS INSTRUCTOR AND FACILITY MANAGEMENT**

THIS AGREEMENT (“Agreement”), with an effective date of \_\_\_\_\_, 2024, is entered into by and between **City of Fort Lauderdale**, a Florida municipality, (“CITY”), and **Scott Pukys**, an individual, for professional tennis instructor and facility management services (“CONTRACTOR”).

WHEREAS, the Jimmy Everet Tennis Center has been acquired, developed, operated and maintained for the general public with public taxpayer dollars and it is the City’s intent in this Service Agreement that the Jimmy Everet Tennis Center be operated at all times to optimize the general public’s use of the public tennis courts while providing the CONTRACTOR the opportunity to general revenues from Tennis Services, as defined in Exhibit “B” Paragraph “B,” for private lessons, clinics, tournaments and camps in such a manner as to maintain an optimal balance of use of the pool of tennis courts for the general public; and

WHEREAS, the CITY desires to retain a professional tennis instructor to provide competitive tennis coaching and training services and manage the day-to-day operations of the **Jimmy Evert Tennis Center**, located at 701 NE 12<sup>th</sup> Avenue, Fort Lauderdale, FL 33304; and

WHEREAS, CONTRACTOR has specific knowledge, training, certifications, and experience in the sport of professional tennis competition and tournaments, as well as managing the day-to-day operations of a tennis facility that, collectively, renders CONTRACTOR qualified as a Professional Tennis Instructor and Facility Manager for the Jimmy Evert Tennis Center (“Tennis Pro”); and

WHEREAS, the City Commission finds that the services to be provided pursuant to this Agreement are proprietary in nature and such services are unique, as defined in Section 2-173 of the Code of Ordinances of the City of Fort Lauderdale, and that this Agreement is exempt from the competitive solicitation and bid process;

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the CITY and CONTRACTOR agree as follows:

1. CONTRACTOR agrees to consult with CITY personnel at the direction of the Parks and Recreation Director or his designee, regarding the tasks listed in the Scope of Services, which is attached hereto and incorporated herein as Exhibit “A”.

2. The term of this Agreement shall be for a period of one year, beginning on the effective date and shall terminate on \_\_\_\_\_, 2025. The CITY reserves the right to renew this Agreement for two (2) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of CITY, to wit, September 30th,

the continuation of this Agreement beyond the end of the CITY's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

3. For the Tennis Pro services, CITY agrees to pay CONTRACTOR according to the compensation schedule set forth in Exhibit "B."

4. CONTRACTOR shall at all times perform the Services in accordance with the terms and conditions outlined in this Agreement as an independent contractor, and CONTRACTOR shall not at any time be considered an employee of the CITY. CONTRACTOR understands and agrees that CONTRACTOR is not entitled to any rights, privileges, or benefits afforded to CITY employees during the term of this Agreement or any subsequent extensions.

5. CITY may terminate this Agreement for cause, convenience, or unappropriated funds, as follows:

a. Termination for Cause

The CITY may terminate this Agreement for cause if the CONTRACTOR has not corrected the breach within ten (10) days after written notice from the CITY identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the CITY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. Termination for Convenience

The CITY reserves the right, in its best interest as determined by the CITY, to cancel this Agreement for convenience by giving written notice to the CONTRACTOR at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable, and sufficient consideration

from CITY, the receipt and adequacy of which are hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience.

c. Cancellation for Unappropriated Funds

The CITY reserves the right, in its best interest as determined by the CITY, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the CONTRACTOR at least thirty (30) days prior to the effective date of such cancellation. The obligation of the CITY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

6. CONTRACTOR represents that CONTRACTOR is qualified to perform the services of a Tennis Pro, that CONTRACTOR possesses a strong foundation in the sport of tennis including, but not limited to, playing tennis at a high competitive level, comprehensive professional coaching education and on-court training, current, valid state and local tennis coaching and instructor certification(s) and license(s) to perform the Tennis Pro services in a manner consistent with the highest level of care and skill ordinarily exercised by other qualified Tennis Pros in the professional competitive tennis industry under similar circumstances.

7. CONTRACTOR shall maintain all applicable memberships, education and safety certifications as required by the City and local authorities. Requirements shall include but are not limited to Safe Sport Education, Safety Training for Coaches, CPR, and First Aid. CONTRACTOR shall abide by any and all terms and conditions of the City's coaching rules, regulations and guidelines. CONTRACTOR's failure to comply with this provision may lead to the immediate termination of this Agreement.

8. Unless otherwise waived by CITY's Risk Manager, as a condition precedent to the effectiveness of this Agreement and during the term of this Agreement and any renewal or extension term of this Agreement, CONTRACTOR, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONTRACTOR. CONTRACTOR shall provide the City a certificate of insurance evidencing such coverage. CONTRACTOR's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by CONTRACTOR shall not be interpreted as limiting CONTRACTOR's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon

by CONTRACTOR for assessing the extent or determining appropriate types and limits of coverage to protect CONTRACTOR against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability/ Sports Instructor E & O

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Physical Abuse, Sexual Misconduct, and Sexual Molestation

Contractor shall provide evidence of coverage in an amount not less than \$500,000 per occurrence.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

CONTRACTOR waives, and CONTRACTOR shall ensure that CONTRACTOR's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONTRACTOR must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. CONTRACTOR shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. CONTRACTOR shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONTRACTOR to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, CONTRACTOR shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on CONTRACTOR's Workers' Compensation insurance policy, if applicable.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

CONTRACTOR has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the CONTRACTOR's expense.

If CONTRACTOR's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, CONTRACTOR may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONTRACTOR's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONTRACTOR that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, CONTRACTOR must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of CONTRACTOR's insurance policies.

The CONTRACTOR shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the CONTRACTOR's insurance company or companies and the City's Risk Management office as soon as practical.

It is the CONTRACTOR's responsibility to ensure that any and all of the CONTRACTOR's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the CONTRACTOR.

9. To the fullest extent permitted by law, the CONTRACTOR shall protect and defend at CONTRACTOR's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney's fees and any award of costs to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct in connection with or arising directly or indirectly out of any act or omission by the CONTRACTOR or persons employed or utilized by any officer,

employee, agent, invitee, subcontractor, or sublicensee of the CONTRACTOR or injuries sustained by the CONTRACTOR arising out of the performance. Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City to enforce this indemnification clause shall be borne by the CONTRACTOR. This indemnification and the obligations of this section shall continue indefinitely and survive the expiration or earlier termination, cancellation, lapse or suspension of this Agreement. To the extent considered necessary by the City Manager, any sums due CONTRACTOR under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

**10. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 1 East Broward Boulevard, FORT LAUDERDALE, FLORIDA\_\_\_33301, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

CONTRACTOR shall comply with public records laws, and CONTRACTOR shall:

- A. Keep and maintain public records required by CITY to perform the service.
- B. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

Upon completion of the Contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

11. City desires to enter into this Agreement only if in so doing City can place a limit on City's liability for any cause of action, so that the City's liability does not exceed the total cost paid by City to CONTRACTOR for this agreement. Nothing contained in this Agreement is in any way intended to be a waiver of the limitations placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised. This section shall survive the expiration or early termination of this Agreement.

12. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY. CONTRACTOR shall not assign, transfer, or encumber any right or interest in this Agreement without the prior written consent of the CITY.

13. CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing CONTRACTOR's duties, responsibilities, and obligations pursuant to this Agreement.

14. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

15. Notwithstanding any other term or condition of this Agreement is in any way intended to be a waiver of the limitation placed upon CITY's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised.

16. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

17. This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

18. Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places



last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:           City Manager  
                          City of Fort Lauderdale  
                          101 N.E. 3rd Avenue, Suite 2100  
                          Fort Lauderdale, FL 33301

WITH A COPY:       City Attorney  
                          City of Fort Lauderdale  
                          1 East Broward Blvd., Suite 1605  
                          Fort Lauderdale, Florida 33301

FOR CONTRACTOR:  
                          Scott Pukys  
                          824 NE 4th Court  
                          Deerfield Beach, FL 33441

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

In witness whereof, CITY and CONTRACTOR execute this Agreement as follows:

**CITY OF FORT LAUDERDALE**, a  
Florida municipal corporation.

By: \_\_\_\_\_  
Susan Grant,  
Acting City Manager

APPROVED AS TO FORM AND  
CORRECTNESS:  
Thomas J. Ansbro, City Attorney

\_\_\_\_\_  
Patricia SaintVil-Joseph  
Assistant City Attorney

**CONTRACTOR**

WITNESSES:

**SCOTT PUKYS,**  
an individual.

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
*Type or Print Name*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Type or Print Name*

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by **SCOTT PUKYS**, an individual.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

“CONTRACTOR” as used in following terms and conditions refers to CONTRACTOR or any person employed or utilized by any officer, employee, agent, invitee, subcontractor, or sublicensee of the CONTRACTOR.

- A. CONTRACTOR shall provide Tennis Pro services, including management, at the Jimmy Evert Tennis Center in a manner consistent with the best practices of the professional tennis instructor and tennis center management industry, and at all times operate in the best interest of the City of Fort Lauderdale, the residents of Fort Lauderdale, and the general public. CONTRACTOR shall be responsible for maintaining storage areas as designated by the City and maintaining office space as designated by the City and as outlined in this Scope of Services. CONTRACTOR shall offer tennis instruction, leagues, programs, tournaments, and camps. CONTRACTOR may provide merchandise to be sold in the Pro Shop and offer racquet restringing services.

The City shall provide daily on-site City staff to perform the necessary duties of facility maintenance and front desk operation at the Jimmy Evert Tennis Center.

The City shall collect all monies provided for all programs and services in the Contract and remit payment to CONTRACTOR of monies actually received by City, based upon the compensation schedule outlined in Exhibit B, less any negotiated refunds and other amounts due to CONTRACTOR under this Contract within forty-five (45) calendar days following the City’s timely receipt of CONTRACTOR’s invoices and City’s accounting adjustments for monies actually received by the City.

CONTRACTOR shall coordinate the scheduling of the tennis courts with the on-site City personnel and shall coordinate the operations of the Jimmy Evert Tennis Center with City’s Representative.

CONTRACTOR has the ability to conduct tennis lessons/clinics/camps up to 30 hours a week.

- B. CONTRACTOR shall operate and conduct all tennis related activities within the normal business hours of operation for the Jimmy Evert Tennis Center. Any hours outside of normal operating hours requested by the CONTRACTOR (i.e., tournaments, special events, etc.) must be pre-approved in writing by the City’s Representative.
- C. CONTRACTOR shall, at his sole cost and expense, provide all tennis balls and racquets (unless provided by patrons), ball storage/carts, and tools required to conduct tennis activities. On-site storage of supplies will be mutually agreed upon by CONTRACTOR and City’s Representative and designated by City’s

Representative. All storage facilities must be maintained by CONTRACTOR in a clean and organized fashion at all times.

- D. CONTRACTOR shall at all times present a clean, neat, and professional appearance, and shall at all times wear appropriate tennis attire with a readily identifiable ID badge affixed on CONTRACTOR's shirt or top, and CONTRACTOR's full name and title printed on said ID badge in a size and format approved by the City's Representative. City reserves the right to approve the attire worn by CONTRACTOR.
- E. CONTRACTOR shall establish and adjust fees for tennis programs, services, and merchandises, subject to advance approval by the City's Representative in writing, ensuring that such fees are reasonable and competitive for a public facility of this nature. City personnel shall operate the Pro Shop and front desk at City Representative's discretion. CONTRACTOR, at its expense, shall procure and offer resale or rental items. City's Representative shall provide space within the Pro Shop for CONTRACTOR to offer racquet stringing services and resale or rental items (equipment, supplies and apparel), which shall be offered for sale to the public.
- F. City shall provide an office area for CONTRACTOR. City shall be responsible to provide office equipment and supplies at City's Representative discretion. City shall provide phone, internet service to be used for city business purposes on City-owned computers operating on the City network.
- G. City shall have full authority and control over the Jimmy Evert Tennis Center annual budget, including amendments thereto. City's Representative shall consult with CONTRACTOR prior to the budget process and at any other appropriate time to determine whether any equipment is appropriate for replacement, and to develop an operating budget for inclusion in the City's annual budget.
- H. CONTRACTOR shall not remove any equipment, assets, fixture, or property, from the Jimmy Evert Tennis Center without prior written approval of the City's Representative. CONTRACTOR shall exercise reasonable care in the custody of all buildings and property of the City.
- I. CONTRACTOR must report all incidents that impacts City operations or the health and safety of the members, participants, or general public, or all, to the City's Representative within 24 hours of occurrence including, but not limited to, safety breaches, injury to person or property, accidents, or property damage.
- J. CONTRACTOR will follow the Parks & Recreation Department's approval process for any new tennis programs, clinics, leagues, tournaments or camps.

- K. CONTRACTOR is responsible for paying all his applicable local, state and federal taxes. CONTRACTOR shall also be responsible for acquiring and paying all required local, state and federal professional certifications, licenses, permits and business tax licenses, and ensure same are timely renewed and remain active during the entire term of this Agreement.
- L. CONTRACTOR shall behave professionally and comply with all applicable laws, rules and regulations in which they operate, as well as follow codes of conduct and ethical guidelines set forth by their certifying Tennis organization(s). Any documented grievance regarding CONTRACTOR behavior will be forwarded to appropriate authorities and certifying agencies for review. A reported grievance determined to have violated applicable law, rules, regulations or code of ethical conduct may result in termination of contract.
- M. CONTRACTOR shall commence work in a timely manner in order to execute the duties enumerated herein. CONTRACTOR agrees to abide by the directives of the City's Representative.
- N. CONTRACTOR shall undergo and pass a criminal background screening completed by the City, with all costs related to said background check to be paid by CONTRACTOR prior to commencement of services under this Agreement. CONTRACTOR shall notify the City's Representative of any arrests or criminal convictions that occur during the term of this Agreement and, any failure to do so, may lead to termination of this Agreement.
- O. CONTRACTOR may provide Tennis Services, as defined in Exhibit "B" Paragraph "B" herein, consisting of lessons, clinics, tournaments and camps. 10% of the gross revenues generated by CONTRACTOR for providing Tennis Services, as aforesaid in this paragraph, shall be retained by the City. 90% of the gross revenues generated by CONTRACTOR for providing Tennis Services, as aforesaid in this paragraph, shall be paid to the CONTRACTOR.
- P. CONTRACTOR shall conduct such Tennis Services, as aforesaid in Paragraph "O", during "non-peak" hours as designated by the Director of the City's Parks and Recreation Department or designee to be administered in such a manner as to optimize the general public's use of the taxpayer funded tennis courts. The specific time-frames for these "non-peak" hours will be determined and communicated in writing to the CONTRACTOR in advance by the City's Director of Parks and Recreation or designee and shall be subject to change based on the need for hourly, daily, weekly, monthly or seasonal adjustments as needed based on the general public's use of the tennis courts during peak hours.
- Q. As used in Paragraphs "O" and "P" herein the term "peak hours" shall refer to the hours of tennis court operations throughout the hours, days, weeks, months and season that the general public's use of the tennis courts will be at the most intense or frequent use levels. As used herein the term "non-peak hours" shall refer to the

hours of tennis court operations throughout the hours, days, weeks, months and season where the general public's use of the tennis courts will be at a significantly less intense or infrequent use levels as contrasted with the "peak hours" and therefore yield the opportunity to maximize Tennis Services by Contractor without significantly impeding the optimal use of the public tennis courts by the general public. It is the intent hereof that "peak hours" and "non-peak hours" shall be administered in such a manner that the private "non-peak hours" shall be subordinate to "peak hours" use by the general public.

**EXHIBIT B**  
**COMPENSATION**

- A. **Management Fees-** CITY agrees to pay the CONTRACTOR an annual amount of \$103,008.00 for Management Service fee in twelve (12) equal monthly installments to perform services as stipulated in this contract, subject to adjustments, refunds and chargebacks as set forth in this exhibit (Exhibit B)

The monthly management service fee shall be: \$8,584.00/month.

Leave time shall be approved by City's Representative and deducted from the monthly management fee at the rate of \$45.67 per hour.

In addition to the monthly Management Service fee, CONTRACTOR shall be compensated for services rendered in sections B-E.

- B. **Tennis Services-** CONTRACTOR's total compensation for lessons, clinics, new tournaments, and camps shall be eighty percent (90%) of total fees and City shall receive ten percent (10%).
- C. **Retail and Concession Sales-** CONTRACTOR will be compensated eighty percent (80%) of total fees and City shall receive twenty percent (20%) for all revenue collected from the Jimny Evert Tennis Center Pro Shop.
- D. **Tennis Restringing Services-** In the event the CONTRACTOR provides racquet stringing services, the CONTRACTOR will retain one hundred percent (100%) of the sales.
- E. **Tennis Pro-** CONTRACTOR will receive ten percent (10%) of revenue from all new instructors.
- F. **Payment-** CONTRACTOR is required to submit proper invoices to the CITY for services rendered. Payment shall be made to CONTRACTOR by the CITY within forty (45) days from the date of CITY's receipt of said invoices.
- G. **Refunds-** CITY shall process all refund requests from the public and shall consult with the CONTRACTOR prior to issuance of said refund when a request is for service or item provided by the CONTRACTOR.