

**FIRST AMENDMENT AND EXTENSION TO AGREEMENT
FOR PROFESSIONAL TENNIS INSTRUCTOR AND FACILITY MANAGEMENT**

THIS FIRST AMENDMENT AND EXTENSION to Agreement for Professional Tennis Instructor and Facility Management ("First Amendment") is made this _____ day of _____, 2025, by and between the **City of Fort Lauderdale**, a Florida municipality (hereinafter, "City"), with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, and **SCOTT PUKYS**, an individual (hereinafter, "Contractor") (individually as "Party" and collectively as "Parties").

WHEREAS, on June 18, 2024, the City Commission approved a one-year agreement with Scott Pukys as an independent contractor to provide professional competitive tennis coaching and training services and manage the day-to-day operations of the Jimmy Evert Tennis Center located at 701 NE 12 Avenue, Fort Lauderdale, Florida 33304) with two (2) additional one (1) year renewal terms, provided all terms, conditions and specifications remain the same, and the renewal terms are mutually agreed to in a writing signed by both parties ("Agreement")(CAM #24-0334).

WHEREAS, the Agreement's current Term will expire on June 26, 2025; and

WHEREAS, pursuant to Section 2 of the Agreement, the City and Contractor mutually desire to extend the term of the Agreement for an additional one (1) year period, amend Section 5a to increase the Termination for Convenience period from thirty (30) days to sixty (60) days, and amend the Scope of Services as more particularly described in attached **Exhibit A** with revised revenue sharing matrix and rates for tennis clinics, camps, and instructional services, as more particularly described in attached **Exhibit B**.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable considerations, the Parties covenant and agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS:** The Parties agree to amend the Agreement as follows:
 - A. **Section 2** of the Agreement shall be deleted in its entirety and replaced with the following:

The term of this Agreement shall be for a period of one year, beginning on the effective date of the First Amendment and shall terminate on _____, 2026. The CITY reserves the right to renew this Agreement for one (1) additional one (1)-year term, 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 the

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.

- B. **Section 5b** of the Agreement titled "Termination for Convenience" shall be deleted in its entirety and replaced with the following:

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 sixty (60) 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 the CITY, the receipt and adequacy of which are hereby acknowledged by CONTRACTOR, for the CITY's right to terminate this Agreement for convenience.

- C. **Section 8** of the Agreement titled "Insurance" shall be deleted in its entirety and replaced with the following:

Section 8. **INSURANCE:**

Unless otherwise waived by the 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 21st 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.

D. **Exhibit A** of the Agreement titled "Scope of Services" shall be deleted in its entirety and replaced with the revised Exhibit A, which is attached hereto and incorporated in this First Amendment as if fully stated herein.

E. **Exhibit B** of the Agreement titled "Compensation" shall be deleted in its entirety and replaced with the revised Exhibit B, which is attached hereto and incorporated in this First Amendment as if fully stated herein.

IV. **COUNTERPARTS:** This First Amendment may be executed in one (1) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.

V. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this First Amendment or the Agreement.

VI. **NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

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IN WITNESS WHEREOF, the City and the Contractor execute this FIRST AMENDMENT as follows:

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida Municipality.

David R. Soloman, City Clerk

By: _____
Rickelle Williams
City Manager

Date: _____

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
Patricia SaintVil-Joseph
Assistant City Attorney

CONTRACTOR

WITNESSES:

Carolyn Bean
Witness Signature

Carolyn Bean
Type or Print Name

Paris B. Henry
Witness Signature

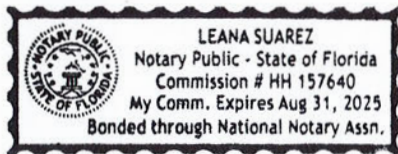
Paris B. Henry
Type or Print Name

SCOTT PUKYS,
an individual.

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of June, 2025, by **SCOTT PUKYS**, an individual.

[NOTARY SEAL]



Leana Suarez
Signature of Notary Public – State of Florida

Leana Suarez
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 CONTRACTOR, or 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 (JETC) in a manner consistent with the best practices of a 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 Parks and Recreation Director, or designee.

CONTRACTOR has the ability to conduct private, one-on-one, tennis lessons for a total of fifteen (15) maximum hours per week during non-peak facility hours. The designation of non-peak hours and the approval of any lessons conducted during peak times shall be determined by the City’s Parks and Recreation Director, or designee. The weekly hour limitation for private instruction does not apply to tennis professionals employed directly by the CONTRACTOR..

- B. CONTRACTOR shall operate and conduct all tennis related activities within the City-approved 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 Parks and Recreation Director, or designee.
- 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 written approval by the City's Parks and Recreation Director, or designee, and ensure 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 shall consult with the Parks and Recreation Director, or designee, will follow the Parks & Recreation Department's approval process for any new tennis programs/clinics/leagues.
- K. CONTRACTOR and his employees, agents, and sub-contractors are at all times independent contractors and shall responsible for paying all his applicable local, state and federal income and sales 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 for CONTRACTOR and all of CONTRACT's employees, agents, and sub-contractors 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 shall be responsible for hiring qualified tennis professionals to provide instructional programming and related services at the Jimmy Evert Tennis Center . All tennis professionals engaged by the 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.

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EXHIBIT B
COMPENSATION

- A. Management Service 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 requested by the CONTRACTOR shall receive prior written approval from the City's Parks and Recreation Director or designee. Leave time does not include attendance at off-site meetings, conferences, workshops, or training sessions, which are not considered leave and are therefore excluded from this provision. Approved leave days shall be deducted from the monthly management fee at a rate of Two Hundred Eighty-Six Dollars and Thirteen Cents (\$286.13) per day.

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

- B. Tennis Services** - City shall retain a total of fifteen percent (15%) of revenue collected from CONTRACTOR's tennis lessons, clinics, tournaments, and camps services, and City shall pay Contractor at rate of eighty-five percent (85%) form all revenue collected by the City for said services.
- C. Retail and Concession Sales** – City shall pay CONTRACTOR ninety-five percent (95%) and shall retain five percent (5%) of all revenue collected from the Jimmy Evert Tennis Center Pro Shop. CONTRACTOR shall purchase all items for pro-shop retail and concession sale items.
- 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. 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 approved invoices.
- F. 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.

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