

TENNIS & PICKLEBALL INSTRUCTOR AGREEMENT

THIS IS AN AGREEMENT, entered into on this ____ day of _____, 20____, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

and

_____, an individual, hereinafter referred to as "INSTRUCTOR."

WHEREAS, pursuant to Section 2-172 of the City of Fort Lauderdale Code of Ordinances, procurement of recreational program instructors are exempt from the purchasing provisions of the City's Code; and

WHEREAS, CITY desires to retain the services of an Instructor to provide tennis and/or pickleball instruction at Fort Lauderdale Municipal Tennis Facilities set forth on Exhibit A; and

WHEREAS, INSTRUCTOR represents to CITY that s/he has the necessary expertise and capability to act as an Instructor; and.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto do agree as follows:

01. SCOPE OF SERVICE

INSTRUCTOR shall conduct tennis and/or pickleball instruction to be scheduled with the CITY'S Parks and Recreation Department (hereinafter referred to as "DEPARTMENT") at the facilities described in Exhibit A, attached hereto and made a part hereof, in accordance with the terms and conditions set forth in Exhibit A. Service times to be coordinated with the CITY's Parks and Recreation Department. INSTRUCTOR must be available to provide 5 hours of "non-lesson" tennis and/or pickleball instruction per week.

02. GENERAL TERMS AND CONDITIONS

A. COMPENSATION - INSTRUCTOR will be paid _____% of the fees received by the CITY from all lessons conducted. Lesson rate is defined by CITY as hourly between \$55.00hr - \$90.00hr and set by INSTRUCTOR at \$_____hr. INSTRUCTOR will be compensated at an hourly rate of \$_____ per hour for "non-lesson" instructional tennis and/or pickleball services and non-instructional services required to perform tennis

and/or pickleball instruction approved by the CITY. INSTRUCTOR is required to submit proper invoices to the CITY for services rendered. Payment shall be made to the INSTRUCTOR by the CITY within 45 days of receipt of a proper invoice.

B. TERM - The term of this Agreement is for a time period beginning on _____, and ending _____. CITY or INSTRUCTOR may terminate this Agreement with or without cause upon two (2) days written notice to the other party. CITY shall have the right to terminate this Agreement immediately with written notice if the CITY's Parks and Recreation Director or designee determines such termination is necessary to protect the public health, safety or welfare.

C. INSTRUCTOR is responsible for paying all applicable local, state and federal taxes, and to acquire and pay for all necessary permits, certifications and licenses. INSTRUCTOR is required to notify the DEPARTMENT immediately upon the cancellation of any scheduled class which INSTRUCTOR is scheduled to teach. CITY reserves the right to cancel or reschedule any of INSTRUCTOR's classes, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

D. LIMITATION OF AUTHORITY - INSTRUCTOR may not incur any obligations on behalf of or in the name of the City of Fort Lauderdale.

E. CHANGES - CITY may request changes in the scope of services to be performed by INSTRUCTOR. Changes which are mutually agreed upon by and between CITY and INSTRUCTOR shall be incorporated in written amendments to this Agreement.

F. ASSIGNABILITY - INSTRUCTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of CITY. This Agreement contains all the understandings and agreements between the parties and no modification or amendment shall be effective unless embodied, in writing, executed by both parties.

G. INDEPENDENT CONTRACTOR - INSTRUCTOR at all times during the performance of this Agreement shall be considered an independent contractor and not a CITY employee and shall receive no benefits or pay from CITY other than as enumerated in this Agreement.

H. BACKGROUND CHECK - INSTRUCTOR shall undergo and pass a background screening completed by the CITY's Parks and Recreation Department at the INSTRUCTOR's cost prior to the commencement of services provided as contained in this Agreement. This background screening is required to be completed by the DEPARTMENT every year at the INSTRUCTOR's cost. INSTRUCTOR must be readily identifiable at all times with a department issued ID badge, when requested.

03. NOTICE

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, via hand delivery or 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 of Fort Lauderdale
Parks and Recreation Director
1350 West Broward Boulevard
Fort Lauderdale, Florida 33316

WITH A COPY TO:

City of Fort Lauderdale
City Attorney's Office
100 North Andrews Avenue
Fort Lauderdale, Florida 33302

FOR INSTRUCTOR:

[Instructor Name & Address]

04. INDEMNIFICATION

INSTRUCTOR agrees to indemnify, defend, save and hold the CITY, its officers, employees and agents fully harmless from and against any and all liabilities, claims, suits, actions, demands, losses, judgments or fines of every kind and nature, including all costs, expenses, attorney's fees, arising from, related to, or caused by INSTRUCTOR's use of, or occupancy of, or providing of services, or acts or omissions arising out of this Agreement, including, but not limited to bodily injury, death and property damage. INSTRUCTOR shall be liable for all costs incurred by the City of Fort Lauderdale in and about any such claim, suit, action, demand or loss for investigation of same. This indemnification shall not be limited by any insurance required under this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

05. INSURANCE

INSTRUCTOR shall purchase and maintain, at no cost to CITY, Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence and

\$1,000,000.00 aggregate, covering all claims arising directly or indirectly out of the services outlined by this Agreement and, shall include the CITY as an additional insured. INSTRUCTOR may obtain Workers' Compensation Insurance as may be required by applicable law. All said insurance policies shall be endorsed to provide CITY with thirty (30) days prior Notice of Cancellation. INSTRUCTOR shall file all required Certificates of Insurance with the CITY's Parks and Recreation Department and are subject to approval by the CITY's Risk Manager prior to commencement of services under this Agreement.

06. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County for the purposes of any litigation or administrative proceedings arising out of this Agreement.

07. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the CITY and INSTRUCTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

08. SEVERABILITY

If any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of the Agreement or their application to other parties or circumstances.

09. WAIVER

The CITY's waiver or breach of any term, condition, or covenant of this Agreement shall not constitute the waiver or breach of the same or any other term, condition, or covenant of this Agreement.

10. COMPLIANCE WITH LAWS

In the performance of the services contemplated under this Agreement, INSTRUCTOR shall comply with applicable regulatory requirements including federal, state and local laws, rules, regulations, ordinances, orders, codes, criteria and standards. INSTRUCTOR shall not discriminate on the basis of race, sex, color, creed, age, or national origin in the provision of services pursuant to this Agreement.

INSTRUCTOR agrees to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the INSTRUCTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the CITY and the INSTRUCTOR execute this Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
City Manager or his/her Designee

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Tania Marie Amar, Assistant City Attorney

WITNESSES:

INSTRUCTOR

Signature

By: _____

Name: _____

Print Name

Signature

Print Name

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____.

(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"

Fort Lauderdale Municipal Facilities

	Municipal Tennis & Pickleball Facilities	No. of Courts
1.	Jimmy Evert Tennis Center *	21
2.	George English Park Tennis Center *	7
3.	Florence C. Hardy Park *	4
4.	Joseph C. Carter Park *	4
5.	Osswald Park *	2
6.	Riverside Park *	2
7.	Bass Park *	4
8.	Bennison Park *	3
9.	Bayview Park *	2
10.	Holiday Park *	6

* *Service times to be coordinated with the CITY'S Parks and Recreation Department.* INSTRUCTOR must be available to provide 5 hours of non-lesson instruction per week.

Additionally, the following terms and conditions apply under the Scope of Services:

- (a). The work to be performed by INSTRUCTOR shall consist of conducting private and group lessons, clinics, round robins and other forms of instruction and related non-instructional services required to perform tennis and/or pickleball instruction.
- (b). The DEPARTMENT will determine the court and facility on which INSTRUCTOR will conduct lessons and the hours that the court will be available for instruction. INSTRUCTOR shall keep a list of scheduled lessons posted in the tennis center offices identifying where the tennis and/or pickleball lessons are to be given.
- (c). INSTRUCTOR shall advise customers to pay lesson fees directly to the DEPARTMENT through the Tennis Center Office for tennis and/or pickleball lessons prior to receiving those lessons. INSTRUCTOR shall not provide instruction to anyone who does not provide proof of payment. INSTRUCTOR shall not collect any monies on behalf of the City. INSTRUCTOR is prohibited from directly or indirectly soliciting customers of the City. INSTRUCTOR is prohibited from directly or indirectly offering instruction at the above facilities

- that has not been approved by the City and documented as indicated in this section. City shall have the right to terminate this Agreement immediately for failure to comply with this provision.
- (d). INSTRUCTOR 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 and/or Pickleball organization(s). Any documented grievance regarding INSTRUCTOR 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. Any INSTRUCTOR action or communication viewed by DEPARTMENT as undesirable and/or disruptive will result in written notice and explanation a repeat offense will result in termination of agreement.