

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County Tennis Program

DEPARTMENT: Library & Leisure Services **DIVISION:** Parks & Recreation

AUTHORIZED BY: *J. Suzy Goldman* **CONTACT:** J. Suzy Goldman **EXT.** 1605

Agenda Date <u>3/8/05</u> Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Staff seeks BCC approval of

1. Seminole County Tennis Program;
2. Waiver of the Purchasing Code pertaining to contractual agreements with Tennis Pros;
3. Authorization for the Library & Leisure Services Director to sign contractual agreements with Tennis Pros;
4. Delegation of termination authority to Library & Leisure Services Director.

BACKGROUND:

Seminole County offers tennis programming through the Parks & Recreation Division of the Department of Library & Leisure Services. During the past year, staff has updated the procedures governing the program and is seeking BCC approval of same.

Tennis instruction is offered at Red Bug Lake Park, Sanlando Park and Sylvan Lake Park through independent contractors. There are three categories of contractors; Head Tennis Pros, Certified Tennis Pros and Non-Certified Tennis Pros.

Head Tennis Pro

Head Pros are in place at Red Bug Lake Park and Sanlando Park. As Sylvan Lake Park has a smaller number of tennis courts the demand has not been demonstrated for a Head Pro at that location. These two individuals manage the tennis programs at their respective locations, in conjunction with the Park Supervisor. They enter into an annual contract for their services, through the Purchasing Division, at a flat rate of \$600 per month (attached).

Reviewed by: Co Atty: _____ DFS: _____ Other: _____ DCM: <u><i>JSG</i></u> CM: <u><i>JSG</i></u> FileNo. <u>CLLP01</u>

Head Pros hold tennis certification from either the United States Professional Tennis Registry (USPTR) or the United States Professional Tennis Association (USPTA). These are the only organizations recognized by the United States Tennis Association. In addition, this certification provides a level of insurance coverage acceptable by the Risk Management Division.

As part of their contract, Head Pros are permitted to conduct private tennis lessons at Seminole County Parks. They reserve one court and pay the standard rental fee through the same process as a member of the public. However, they retain all revenue collected through fees charged for the lessons. Similarly, they may collect a fee for stringing tennis racquets for both county and privately owned racquets.

Certified/Non Certified Tennis Pro

Certified Pros hold tennis certification from either the United States Professional Tennis Registry (USPTR) or the United States Professional Tennis Association (USPTA). Non Certified Pros do not hold such certification. Insurance for Non Certified Pros is provided by the Head Pro through their certification. As with the Head Pros, they are permitted to conduct private tennis lessons at Seminole County Parks and string racquets.

Both Certified and Non Certified Pros offer tennis instruction under the supervision of the Head Pro. They are paid per lesson at a rate recommended by the Parks & Recreation Manager and approved by the Library & Leisure Services Director (attached) which varies based upon their certification status. The rate is determined by a survey of similar services in surrounding areas.

The current rate of pay per lesson for a Certified Tennis Pro is \$23.00 per hour. The rate for a Non Certified Tennis Pro is \$17.00 per hour. Pros routinely charge \$40.00 per hour for private lessons. Based upon the number of county lessons during FY 2003/04 this contractual arrangement has resulted in a savings to the County of approximately \$140,000.

Certified and Non Certified Pros are not retained through the Purchasing Division's competitive process. They enter into annual agreements with the County through the Library & Leisure Services Director (attached).

Contractual requirements

Contracts include, but are not limited to:

1. Annual criminal background checks
2. Insurance
3. Certification requirements
4. Compensation structure

**HEAD TENNIS PRO AGREEMENT
SEMINOLE COUNTY PARKS**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **CYNTHIA HARKINS**, whose address is 341 Allison Avenue, Longwood, Florida 32750, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H :

WHEREAS, the Board of County Commissioners desires to retain the services of a competent and qualified Head Tennis Pro to provide promotional, training and organizational services for tennis programs at COUNTY Parks; and

WHEREAS, CONTRACTOR is competent and qualified and desires to provide her services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. CERTIFICATION. The CONTRACTOR shall have and maintain for the term of this Agreement tennis certification from either the United States Professional Tennis Registry (USPTR) or the United States Professional Tennis Association (USPTA) and shall provide proof of said certification to the COUNTY upon request.

SECTION 2. SERVICES.

(a) COUNTY does hereby retain CONTRACTOR to perform on an as needed basis those services set out in the Scope of Services attached

hereto and incorporated herein as Exhibit "A". Said services shall be performed in conjunction with COUNTY's tennis program at COUNTY Parks.

(b) The Head Tennis Pro CONTRACTOR may conduct private lessons on COUNTY tennis courts, retaining the revenue from such services.

SECTION 3. AUTHORIZATION FOR SERVICES. CONTRACTOR shall perform the services contemplated herein only as designated and at such times as designated by COUNTY.

SECTION 4. RESPONSIBILITIES OF COUNTY. COUNTY shall provide to CONTRACTOR for use in conjunction with the services contemplated herein the following:

(a) teaching carts;

(b) ball hoppers;

(c) used tennis balls; and

(d) subject to availability as solely determined by COUNTY, access to tennis courts for private instruction.

SECTION 5. TERM. This Agreement shall take effect upon execution by the parties and shall remain in effect for a period of one (1) year. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms.

SECTION 6. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to COUNTY on a monthly basis an itemized invoice properly dated, describing the services rendered, the cost of the services, the name and address of the CONTRACTOR, and all other information required, if any, by this Agreement. The original invoice shall be sent to:

Seminole County Finance
P.O. Box 8080
Sanford, Florida 32772-8080

A duplicate copy of the invoice shall be sent to:

Library & Leisure Services
150 N. Palmetto Avenue
Sanford, Florida 32771

(b) COUNTY shall compensate CONTRACTOR for performance of Head Tennis Pro's services at the rate of SIX HUNDRED AND NO/100 DOLLARS (\$600.00) per month, not to exceed SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$7,200.00) per year plus EIGHTEEN AND NO/100 DOLLARS (\$18.00) per racket for restringing COUNTY tennis rackets and TEN AND NO/100 DOLLARS (\$10.00) per racket for regripping COUNTY tennis rackets.

(c) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of CONTRACTOR's monthly invoice.

SECTION 7. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 8. TERMINATION. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or at the option of the COUNTY, immediately in the event any of the terms, covenants or provisions of this Agreement have been violated.

SECTION 9. CANCELLATION. The COUNTY reserves the right to abandon, cancel and suspend the services to be performed by CONTRACTOR under the terms of this Agreement or parts thereof, and if such services are abandoned, canceled or suspended by COUNTY, the

CONTRACTOR shall be compensated for services rendered up to the time of notice of abandonment, cancellation or suspension.

SECTION 10. INDEMNIFICATION. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits of any kind whatsoever, arising from, allegedly arising from or in any way related to the provision of services hereunder by the CONTRACTOR, irrespective of negligence, actual or claimed upon the part of the COUNTY, its Commissioners, officers, agents or employees. This agreement to indemnify and hold the COUNTY harmless shall include, but not be limited to, all charges, expenses and costs, including reasonable attorney's fees both at trial and on appeal.

SECTION 11. CRIMINAL BACKGROUND CHECK. CONTRACTOR hereby agrees and consents to a criminal background check conducted by the COUNTY annually during the course of this Agreement. CONTRACTOR further agrees to be solely responsible for the cost of this background check, which shall be invoiced to the CONTRACTOR annually by the COUNTY for the cost charged the COUNTY for said service.

SECTION 12. INSURANCE.

(a) CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Agreement, General Liability Insurance for both herself and the Non-Certified Tennis Pros under her supervision, as will provide to COUNTY the protection contained in the foregoing Indemnification undertaken by CONTRACTOR. The CONTRACTOR shall be reimbursed by the COUNTY for the insurance procured for any

Certified or Non-Certified Tennis Pros upon submission to the COUNTY of documentation showing proof of payment for that insurance. Said reimbursement shall not exceed Three Thousand and No/100 Dollars (\$3,000.00) per calendar year.

(b) Policies shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company.

(c) CONTRACTOR shall specifically protect COUNTY by either naming COUNTY as a named insured under such policies or, in the alternative, by providing an endorsement in accordance with the indemnification provision of the preceding Section. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) on account of any one occurrence.

(d) Prior to the commencement of work hereunder, the CONTRACTOR shall furnish to the COUNTY a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any

material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. COUNTY reserves the right to require a certified copy of such policies upon request.

(e) The maintenance of the insurance coverage set forth herein shall not be construed to limit CONTRACTOR's liability under the provisions of the indemnification clause.

(f) If required by law, the CONTRACTOR shall provide Workers Compensation Insurance on the CONTRACTOR or the CONTRACTOR's employees. CONTRACTOR agrees that she is not an employee and any injury sustained by the CONTRACTOR shall not be a workers' compensation claim filed against the COUNTY.

(g) The CONTRACTOR covenants to hold the COUNTY harmless from and releases the COUNTY as to liability, loss or damage that may be incurred by CONTRACTOR or any of its agents or employees related to the CONTRACTOR's services under this Agreement. The CONTRACTOR covenants not to sue the COUNTY based upon any liability, loss or damage.

SECTION 13. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONTRACTOR to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONTRACTOR an employee of the COUNTY, and the CONTRACTOR shall be entitled to none of the rights, privileges or benefits of Seminole

County employees including coverage under the COUNTY's Worker's Compensation Insurance Program.

SECTION 14. SUBCONTRACTORS. The CONTRACTOR shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 15. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

SECTION 16. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Director, Library & Leisure Services
150 N. Palmetto Avenue
Sanford, Florida 32771

FOR CONTRACTOR:

Cynthia Harkins
341 Allison Avenue
Longwood, Florida 32750

SECTION 17. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

WITNESSES:

By: _____
CYNTHIA HARKINS

Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
By: _____
CARLTON HENLEY, Chairman
Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
10/26/04 12/27/04 12/30/04 1/10/05 1/27/05 2/17/05
Head Tennis Pro

Attachment:
Exhibit "A" - Scope of Services

EXHIBIT "A"

Description of Tennis Programming:

Seminole County Parks and Recreation runs tennis programs for all ages and playing ability. The Parks and Recreation Division contracts individually with independent Head Tennis Pro contractors to oversee these programs.

Example:

Beginner - Advanced Beginner - Intermediate Tennis Lessons, Tennis Tournaments, and Round Robins

For detailed times and program locations visit:

<http://www.seminolecountyfl.gov/lls/parks/tennis.asp>

Head Tennis Pro Contractor shall provide the following services:

- The CONTRACTOR (Head Tennis Pro) is authorized to conduct tennis clinics, individual tennis lessons and tennis tournaments at COUNTY parks.
- The CONTRACTOR (Head Tennis Pro) will provide, supervise, and train Associate and Assistant Tennis Pros to run COUNTY tennis programs with the approval of the Parks & Recreation Manager or his/her designee. When the Associate or Assistant Tennis Pros cannot provide instruction of a COUNTY tennis program, then the CONTRACTOR (Head Tennis Pro) will instruct the program.
- The CONTRACTOR (Head Tennis Pro) is responsible for all inquiries of tennis activities scheduled at their site.
- The CONTRACTOR (Head Tennis Pro) will increase play during slow periods by providing additional activities that have been approved by the Recreation Program Manager such as, weekend Round Robins, Tennis Clinics/Lessons, Tennis Tournaments, and special events. The CONTRACTOR (Head Tennis Pro) is responsible for the successful running of ALL tennis activities occurring at their site and therefore will be listed as the Director of these events.
- The CONTRACTOR (Head Tennis Pro) will assist the Recreation Program Manager with new programs, promotional events, and publicity such as, Park Anniversaries, Team Tennis Day, Play Tennis America, etc.
- The CONTRACTOR (Head Tennis Pro) may conduct private lessons on COUNTY tennis courts retaining the revenue from such services.

- The CONTRACTOR (Head Tennis Pro) may re-string/re-grip privately owned tennis rackets on site with approval of the Parks & Recreation Manager or his/her designee. This service is not to be advertised in off site open media.
- The CONTRACTOR (Head Tennis Pro) may restring COUNTY tennis rackets on site at a rate of \$18.00 per racket and regrip COUNTY tennis rackets at a rate of \$10.00 per racket. Such work is to be conducted with approval of the Parks & Recreation Manager or his/her designee.

EXHIBIT A

Description of Tennis Programming:

Seminole County Parks and Recreation runs tennis programs for all ages and playing ability. The Parks and Recreation Division contracts individually with independent Head Tennis Pro contractors to oversee these programs.

Example:

Beginner - Advanced Beginner - Intermediate Tennis Lessons, Tennis Tournaments, and Round Robins

For detailed times and program locations visit:
<http://www.seminolecountyfl.gov/lls/parks/tennis.asp>

Head Tennis Pro CONTRACTORS provide the following services:

- The CONTRACTOR (Head Tennis Pro) is authorized to conduct tennis clinics, individual tennis lessons and tennis tournaments at COUNTY parks.
- The CONTRACTOR (Head Tennis Pro) will provide, supervise and train Associate and Assistant Tennis Pros to run COUNTY tennis programs with the approval of the Parks & Recreation Manager or his/her designee. When the Associate or Assistant Tennis Pros cannot provide instruction of a COUNTY tennis program, then the CONTRACTOR (Head Tennis Pro) will instruct the program.
- The CONTRACTOR (Head Tennis Pro) is responsible for all inquiries of tennis activities scheduled at their site.
- The CONTRACTOR (Head Tennis Pro) will increase play during slow periods by providing additional activities, that have been approved by the Recreation Program Manager, such as; weekend Round Robins, Tennis Clinics/Lessons, Tennis Tournaments and special events. The CONTRACTOR (Head Tennis Pro) is responsible for the successful running of ALL tennis activities occurring at their site and therefore will be listed as the Director of these events.
- The CONTRACTOR (Head Tennis Pro) will assist the Recreation Program Manager with new programs, promotional events and publicity, such as; Park Anniversaries, Team Tennis Day, Play Tennis America, etc.
- The CONTRACTOR (Head Tennis Pro) may conduct private lessons on COUNTY tennis courts retaining the revenue from such services.

- The CONTRACTOR (Head Tennis Pro) may restring/regrip privately owned tennis rackets on site with approval of the Parks & Recreation Manager or his/her designee. This service is not to be advertised in off site open media.
- The CONTRACTOR (Head Tennis Pro) may restring COUNTY tennis rackets on site at a rate of \$18.00 per racket and regrip COUNTY tennis rackets at a rate of \$10.00 per racket. Such work is to be conducted with approval of the Parks & Recreation Manager or his/her designee.

**CERTIFIED TENNIS PRO AGREEMENT
SEMINOLE COUNTY PARKS**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and _____, whose address is _____, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of a competent and qualified Certified Tennis Pro to provide promotional, training and organizational services for tennis programs at COUNTY Parks; and

WHEREAS, CONTRACTOR is competent and qualified and desires to provide his services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. CERTIFICATION. The CONTRACTOR shall have and maintain for the term of this Agreement tennis certification from either the United States Professional Tennis Registry (USPTR) or the United States Professional Tennis Association (USPTA) and shall provide proof of said certification to the COUNTY prior to execution of this Agreement.

SECTION 2. SERVICES. COUNTY does hereby retain CONTRACTOR to perform on an as needed basis as an Certified Tennis Pro those

services set out in the Scope of Services attached hereto and incorporated herein as Exhibit "A". Said services shall be performed in conjunction with COUNTY's tennis program at COUNTY Parks.

SECTION 3. AUTHORIZATION FOR SERVICES. CONTRACTOR shall perform the services contemplated herein only as designated and at such times as designated by COUNTY.

SECTION 4. RESPONSIBILITIES OF COUNTY. COUNTY shall provide to CONTRACTOR for use in conjunction with the services contemplated herein the following:

- (a) Teaching carts.
- (b) Ball hoppers.
- (c) Used tennis balls.
- (d) Subject to availability as solely determined by COUNTY, access to tennis courts for private instruction.

SECTION 5. TERM. This Agreement shall take effect on January 1, 2005, and shall remain in effect through December 31, 2005, notwithstanding the date this Agreement is signed by the parties.

SECTION 6. BILLING AND PAYMENT.

- (a) CONTRACTOR shall submit to the Park Supervisor an accounting of the services rendered on a weekly basis.
- (b) COUNTY shall compensate CONTRACTOR fees as indicated in the current Contractor's Pay Rates for Certified CONTRACTORS as filed in County Finance (Exhibit "B").
- (c) Payment shall be made after review and approval by COUNTY.
- (d) The CONTRACTOR may conduct private lessons on COUNTY tennis courts retaining the revenue from such services.

SECTION 7. CRIMINAL BACKGROUND CHECK. CONTRACTOR hereby agrees and consents to a criminal background check conducted by the COUNTY annually during the course of this Agreement. CONTRACTOR further agrees to be solely responsible for the cost of this background check, which shall be invoiced to the CONTRACTOR annually by the COUNTY for the cost charged the COUNTY for said service.

SECTION 8. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 9. TERMINATION. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or at the option of the COUNTY, immediately in the event any of the terms, covenants or provisions of this Agreement have been violated.

SECTION 10. CANCELLATION. The COUNTY reserves the right to abandon, cancel and suspend the services to be performed by CONTRACTOR under the terms of this Agreement, or parts thereof, and if such services are abandoned, canceled or suspended by COUNTY, the CONTRACTOR shall be compensated for services rendered up to the time of notice of abandonment, cancellation or suspension.

SECTION 11. INDEMNIFICATION. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits of any kind whatsoever, arising from, allegedly arising from or in any way related to the provision of services hereunder by the CONTRACTOR, irrespective of negligence, actual or

claimed upon the part of the COUNTY, its Commissioners, officers, agents or employees. This agreement to indemnify and hold the COUNTY harmless shall include, but not be limited to, all charges, expenses and costs, including reasonable attorney's fees both at trial and on appeal.

SECTION 12. INSURANCE.

(a) CONTRACTOR shall obtain and maintain in force at all times during the terms of this Agreement General Liability Insurance as will provide to COUNTY the protection contained in the foregoing Indemnification undertaken by CONTRACTOR.

(b) Policies shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company.

(c) CONTRACTOR shall specifically protect COUNTY by either naming COUNTY as a named insured under such policies or, in the alternative, by providing an endorsement in accordance with the indemnification provision of the preceding Section. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an

amount not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) on account of any one occurrence.

(d) Prior to the commencement of work hereunder, the CONTRACTOR shall furnish to the COUNTY a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. COUNTY reserves the right to require a certified copy of such policies upon request.

(e) The maintenance of the insurance coverage set forth herein shall not be construed to limit CONTRACTOR's liability under the provisions of the indemnification clause.

(f) If required by law, the CONTRACTOR shall provide Workers Compensation Insurance on the CONTRACTOR or the CONTRACTOR's employees. CONTRACTOR agrees that she is not an employee and any injury sustained by the CONTRACTOR shall not be a workers' compensation claim filed against the COUNTY.

(g) The CONTRACTOR covenants to hold the COUNTY harmless from and releases the COUNTY as to liability, loss or damage that may be incurred by CONTRACTOR or any of its agents or employees related to the CONTRACTOR's services under this Agreement. The CONTRACTOR covenants not to sue the COUNTY based upon any liability, loss or damage.

SECTION 13. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by

certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to with:

For COUNTY:

Director, Library and Leisure Services
County Services Building
1101 East First Street
Sanford, Florida 32771

For CONTRACTOR:

SECTION 14. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONTRACTOR to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONTRACTOR an employee of the COUNTY, and the CONTRACTOR shall be entitled to none of the rights, privileges or benefits of Seminole County Employees including coverage under the COUNTY's Workers Compensation insurance program.

SECTION 15. SUBCONTRACTORS. The CONTRACTOR shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 16. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

SECTION 17. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 18. The authority to execute, modify and terminate this Agreement is hereby delegated to the Director of Library & Leisure Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

WITNESSES:

By: _____

Certified Tennis Pro Signature

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
SUZY GOLDMAN, Director
Library & Leisure Services

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
2/17/05
Certified Tennis Pro Agt blank

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Rate Schedule

EXHIBIT A

Description of Tennis Programming:

Seminole County Parks and Recreation runs tennis programs for all ages and playing ability. The Parks and Recreation Division contracts individually with independent tennis pro contractors to conduct these programs. Compensation shall be made as indicated in the current Contractor's Pay Rates as filed in County Finance (Exhibit "B").

Example:

Beginner - Advanced Beginner - Intermediate Tennis Lessons, Tennis Tournaments, and Round Robins

For detailed times and program locations visit:

<http://www.seminolecountyfl.gov/lls/parks/tennis.asp>

Certified Tennis Pro CONTRACTORS provide the following services:

- The CONTRACTOR (Certified Tennis Pro) is authorized to conduct tennis clinics, individual tennis lessons and tennis tournaments at COUNTY parks through the supervision of the Head Tennis Pro with approval of the Parks & Recreation Manager or his/her designee.
- The CONTRACTOR (Certified Tennis Pro) will teach County Beginner, Advanced Beginner, Intermediate Tennis Lessons, conduct Tennis Tournaments, and Round Robins as assigned by the Head Tennis Pro with approval of the Parks & Recreation Manager or his/her designee.
- The CONTRACTOR (Certified Tennis Pro) may conduct private lessons on COUNTY tennis courts retaining the revenue from such services.
- The CONTRACTOR (Certified Tennis Pro) may restring/regrip privately owned tennis rackets on site. Such work is to be conducted through the Head Tennis Pro with approval of the Parks & Recreation Manager or his/her designee. This service is not to be advertised in off site open media.
- The CONTRACTOR (Certified Tennis Pro) may restring COUNTY tennis rackets on site at a rate of \$18.00 per racket and regrip COUNTY tennis rackets at a rate of \$10.00 per racket. Such work is to be conducted through the Head Tennis Pro with approval of the Parks & Recreation Manager or his/her designee.

EXHIBIT "B"

**DEPARTMENT OF LIBRARY & LEISURE SERVICES
PARKS & RECREATION DIVISION**

PAY RATES

Tennis Programs:

Lessons:

- Non Certified Pro 17.00 per hour
- Certified Pro 23.00 per hour
(Minimum 4 per class)

Round Robin:

- 3 courts/12 players 8.00 per hour
- 7 courts/28 players 10.00 per hour
- 13 courts/52 players 12.00 per hour
- Assistant with more than 15 courts/
60 players 8.00 per hour

County Staff Meetings: 6.00 per hour

Tournaments:

- 35 to 49 entrants 100.00
- 50 to 64 entrants 150.00
- 65 to 79 entrants 175.00
- 80 to 94 entrants 200.00
(Use of Assistant Director @ 6.00 per hour)
- 95 to 109 entrants 225.00
(Use of Assistant Director @ 6.00 per hour)
- 110 to 124 entrants 250.00
(Use of Assistant Director @ 6.00 per hour)
- 125 to 139 entrants 275.00
(Use of Assistant Director @ 6.00 per hour)
- 140 to 154 entrants 300.00
(Use of Assistant Director @ 6.00 per hour)
- 155 to 169 entrants 325.00
(Use of Assistant Director @ 6.00 per hour)
- 170 to 184 entrants 350.00
(Use of Assistant Director @ 6.00 per hour)
- 185 to 199 entrants 375.00
(Use of Assistant Director @ 6.00 per hour)
- 200 plus entrants 400.00
(Use of Assistant Director @ 6.00 per hour)

**NON-CERTIFIED TENNIS PRO AGREEMENT
SEMINOLE COUNTY PARKS**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and _____, whose address is _____, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of a competent and qualified Tennis Pro to provide promotional, training and organizational services for tennis programs at COUNTY Parks; and

WHEREAS, CONTRACTOR is competent and qualified and desires to provide his services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to perform on an as needed basis as a Non-Certified Tennis Pro those services set out in the Scope of Services attached hereto and incorporated herein as Exhibit "A". Said services shall be performed in conjunction with COUNTY's tennis program at COUNTY Parks.

SECTION 2. AUTHORIZATION FOR SERVICES. CONTRACTOR shall perform the services contemplated herein only as designated and at such times as designated by COUNTY.

SECTION 3. RESPONSIBILITIES OF COUNTY. COUNTY shall provide to CONTRACTOR for use in conjunction with the services contemplated herein the following:

- (a) Teaching carts.
- (b) Ball hoppers.
- (c) Used tennis balls.
- (d) Subject to availability as solely determined by COUNTY, access to tennis courts for private instruction.

SECTION 4. TERM. This Agreement shall take effect on January 1, 2005, and shall remain in effect through December 31, 2005, notwithstanding the date this Agreement is signed by the parties.

SECTION 5. BILLING AND PAYMENT.

(a) CONTRACTOR shall submit to the Park Supervisor an accounting of the services rendered on a weekly basis.

(b) COUNTY shall compensate CONTRACTOR fees as indicated in the current Contractor's Pay Rates for Non-Certified CONTRACTORS as filed in County Finance (Exhibit "B").

(c) Payment shall be made after review and approval by COUNTY.

(d) The CONTRACTOR may conduct private lessons on COUNTY tennis courts retaining the revenue from such services.

SECTION 6. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 7. CRIMINAL BACKGROUND CHECK. CONTRACTOR hereby agrees and consents to a criminal background check conducted by the COUNTY annually during the course of this Agreement. CONTRACTOR further

agrees to be solely responsible for the cost of this background check, which shall be invoiced to the CONTRACTOR annually by the COUNTY for the cost charged the COUNTY for said service.

SECTION 8. TERMINATION. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or at the option of the COUNTY, immediately in the event any of the terms, covenants or provisions of this Agreement have been violated.

SECTION 9. CANCELLATION. The COUNTY reserves the right to abandon, cancel and suspend the services to be performed by CONTRACTOR under the terms of this Agreement, or parts thereof, and if such services are abandoned, canceled or suspended by COUNTY, the CONTRACTOR shall be compensated for services rendered up to the time of notice of abandonment, cancellation or suspension.

SECTION 10. INDEMNIFICATION. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits of any kind whatsoever, arising from, allegedly arising from or in any way related to the provision of services hereunder by the CONTRACTOR, irrespective of negligence, actual or claimed upon the part of the COUNTY, its Commissioners, officers, agents or employees. This agreement to indemnify and hold the COUNTY harmless shall include, but not be limited to, all charges, expenses and costs, including reasonable attorney's fees both at trial and on appeal.

SECTION 11. INSURANCE.

(a) CONTRACTOR shall be responsible for obtaining from the COUNTY's Head Tennis Pro General Liability Insurance as will provide to COUNTY the protection contained in the foregoing Indemnification undertaken by CONTRACTOR.

(b) Policies shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company.

(c) CONTRACTOR shall specifically protect COUNTY by either naming COUNTY as a named insured under such policies or, in the alternative, by providing an endorsement in accordance with the indemnification provision of the preceding Section. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) on account of any one occurrence.

(d) Prior to the commencement of work hereunder, the CONTRACTOR shall furnish to the COUNTY a certificate or written statement of the above-required insurance. The policies evidencing required insurance

shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. COUNTY reserves the right to require a certified copy of such policies upon request.

(e) The maintenance of the insurance coverage set forth herein shall not be construed to limit CONTRACTOR's liability under the provisions of the indemnification clause.

(f) If required by law, the CONTRACTOR shall provide Workers Compensation Insurance on the CONTRACTOR or the CONTRACTOR's employees. CONTRACTOR agrees that she is not an employee and any injury sustained by the CONTRACTOR shall not be a workers' compensation claim filed against the COUNTY.

(g) The CONTRACTOR covenants to hold the COUNTY harmless from and releases the COUNTY as to liability, loss or damage that may be incurred by CONTRACTOR or any of its agents or employees related to the CONTRACTOR's services under this Agreement. The CONTRACTOR covenants not to sue the COUNTY based upon any liability, loss or damage.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of

this Section. For the present, the parties designate the following as the respective places for giving of notice, to with:

For COUNTY:

Director, Library and Leisure Services
County Services Building
1101 East First Street
Sanford, Florida 32771

For CONTRACTOR:

SECTION 13. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONTRACTOR to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONTRACTOR an employee of the COUNTY, and the CONTRACTOR shall be entitled to none of the rights, privileges or benefits of Seminole County employees including coverage under the COUNTY's Workers Compensation insurance program.

SECTION 14. SUBCONTRACTORS. The CONTRACTOR shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 15. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

SECTION 16. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 18. The authority to execute, modify and terminate this Agreement is hereby delegated to the Director of Library & Leisure Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

WITNESSES:

_____ By: _____
Non- Certified Tennis Pro
Signature

_____ Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____

SUZY GOLDMAN, Director
Library & Leisure Services

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
2/17/05

Non-Certified Tennis Pro Agt blank

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Rate Schedule

EXHIBIT "B"

**DEPARTMENT OF LIBRARY & LEISURE SERVICES
PARKS & RECREATION DIVISION**

PAY RATES

Tennis Programs:

Lessons:

- Non Certified Pro 17.00 per hour
- Certified Pro 23.00 per hour
(Minimum 4 per class)

Round Robin:

- 3 courts/12 players 8.00 per hour
- 7 courts/28 players 10.00 per hour
- 13 courts/52 players 12.00 per hour
- Assistant with more than 15 courts/
60 players 8.00 per hour

County Staff Meetings: 6.00 per hour

Tournaments:

- 35 to 49 entrants 100.00
- 50 to 64 entrants 150.00
- 65 to 79 entrants 175.00
- 80 to 94 entrants 200.00
(Use of Assistant Director @ 6.00 per hour)
- 95 to 109 entrants 225.00
(Use of Assistant Director @ 6.00 per hour)
- 110 to 124 entrants 250.00
(Use of Assistant Director @ 6.00 per hour)
- 125 to 139 entrants 275.00
(Use of Assistant Director @ 6.00 per hour)
- 140 to 154 entrants 300.00
(Use of Assistant Director @ 6.00 per hour)
- 155 to 169 entrants 325.00
(Use of Assistant Director @ 6.00 per hour)
- 170 to 184 entrants 350.00
(Use of Assistant Director @ 6.00 per hour)
- 185 to 199 entrants 375.00
(Use of Assistant Director @ 6.00 per hour)
- 200 plus entrants 400.00
(Use of Assistant Director @ 6.00 per hour)

EXHIBIT C

NON CERTIFIED TENNIS PRO AGREEMENT
CERTIFICATION OF INSURANCE

Section 10 (a) of the Head Tennis Pro Agreement # _____ executed on
_____ states:

CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Agreement, General Liability Insurance for both herself and the Non-Certified Tennis Pros under her supervision, as will provide to COUNTY the protection contained in the foregoing Indemnification undertaken by CONTRACTOR. The CONTRACTOR shall be reimbursed by the COUNTY for the insurance procured for any Associate/Assistant Tennis Pros upon submission to the COUNTY of documentation showing proof of payment for that insurance.

Attached is such documentation showing proof of insurance for _____
for the period _____ through _____.

Signature of Head Tennis Pro: _____

Date: _____