

Exhibit A  
Scope of Authorization

**A. Introduction/Background**

The City of Pompano Beach (City) operates a tennis center located at 920 N.E. 18 Avenue, Pompano Beach, Florida, 33060. The Municipal Tennis Center (Facility) offers sixteen (16) professional fast-dry courts for day and night play. The City's Tennis Center includes a Pro Shop to be operated by Proserve Concepts, Inc. (Licensee)

Licensee is a Florida Corporation with a history of providing tennis-based activities at the Pompano Beach Tennis Center. Licensee has over 10 years of experience as a Head Tennis Professional in South Florida and is a current USPTA member for over 40 years. Licensee will offer a wide variety of tennis-based activities for all different ages and levels of play.



**B. Objectives**

The City requires a sole provider to offer a variety of tennis-based activities at the City's Tennis Center. The Licensee shall perform this function in accordance with the terms of the solicitation, the Licensee's response, License agreement, and this Scope of Authorization. Discrepancies between this document, the solicitation and the Licensee's response shall be resolved by giving this Scope of Authorization precedence.

**C. Scope of Work**

Licensee shall provide at a minimum the following services:

1. Give instruction in the game of tennis to any member(s) or non-member(s) of the Pompano Beach Tennis Center at a charge to be determined by the Licensee and

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previously approved by the Recreation Programs Administrator or designee. The Licensee shall have exclusive use, seven (7) days per week, of three courts for lessons. Licensee, or designee, can utilize additional courts based on availability and to be determined by the facility City supervisor.

2. Develop and Organize leagues, tournaments, socials, member relations, Jr camps including summer, spring break and winter camps and new memberships. Any activity that requires transportation as a component of the program shall be the direct responsibility of the Licensee.
3. Duties and responsibilities of the Licensee are to provide full time, on-site management for the Tennis Center and all of its operations. Licensee shall be present a minimum of forty (40) hours per week, exclusive of tournaments and will post weekly hours Licensee is available to the public. Licensee shall be "on call" during all times the Tennis Center is in operation. The Licensee shall not have any other tennis related interests or activities without prior written approval from the Recreation Programs Administrator or designee.
4. Licensee, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with the CITY or State's Youth Programs Background Screening Policy which includes a completed and fully-executed Release on all such persons so that CITY, at the cost of Tennis Professional, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit Tennis Professional or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy. All instructors working with minors during summer camp hours must complete and pass a separate Level II background screening at the Licensee's sole expense.
5. License shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Pro Shop including, but not limited to recreational and competitive tennis wear, training accessories and equipment supplied by all the major brands recognized in the tennis industry.

**D. Summary Schedule of Tasks and Deliverables**

**Compensation** – Per Licensee's proposal, Licensee shall receive eighty percent (80%) and CITY shall receive twenty percent (20%) of the gross revenues (generated from all tennis leagues, tournaments, lessons, socials, member relations, Jr camps including summer, spring break and winter camps) or a minimum fee of seventy thousand dollars, whichever is greater.. Gross revenues to the City shall total at a minimum seventy thousand dollars (\$70,000.00).

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Licensee shall receive ninety percent (90%) and City shall receive ten percent (10%) of the gross revenues generated from Pro Shop goods and merchandise. Licensee shall purchase and stock the Pro Shop. The City will operate the Pro Shop.

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Licensee shall receive payments from the City for Licensee's share of the revenues twice per month after the fifteenth of every month and at the end of every month.

The City retains all of the revenue from Facility Memberships, daily fees for non-members to use the facility and vending income of beverages and food items available at the facility.

Licensee shall be responsible to pay all taxes associated with all services and merchandise offered by Licensee.

**Qualification** – USPTA certification must be maintained for the duration of the agreement.

**Parking** - Licensee acknowledges that parking shall be available for the public during the hours of operation, however, Licensee further acknowledges that parking use is not exclusive for tennis facility and at no time will parking fees be waived.

**Closures** - The City reserves the right to close the facility if it deems necessary at its sole discretion with reasonable written notice to Licensee. Written notice may be given through email, certified letter or fax.