

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No.  
20070141**

**1. ACTION REQUESTED/PURPOSE:** Amend the contract between Lee County Parks & Recreation (LCPR) and the Community Tennis Association (CTA) for the provision of tennis lessons, leagues and tournaments on LCPR public tennis courts. This amendment allows the CTA to establish standardized fees for all lessons, leagues and tournaments, and provide consistent programming to all age groups. The CTA is responsible for hiring all instructors, running background checks, assuming responsibility for reporting and payment of all taxes and liability for instructors. LCPR will pay the CTA \$15,000 annually for this service.

**2. FUNDING SOURCE:** Municipal Services Taxes Unit (MSTU) Fund;  
Business Unit # KH5722015500.503490 (Parks & Recreation-Parks & Recreation Operations-MSTU fund-subfund n/a-Other Contracted Services)

**3. WHAT ACTION ACCOMPLISHES:** Provides quality and consistent tennis programming for participants of all ages using Lee County Parks & Recreation public courts.

**4. MANAGEMENT RECOMMENDATION:** Approve First Amendment to CTA License and Service Provider Agreement.

**5. Departmental Category:**       CIIA       **6. Meeting Date:** FEB 27 2007

<b>7. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative  <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>8. Requirement/Purpose: (specify)</b> Statute _____	<b>9. Request Initiated:</b> Commissioner _____ Department <u>      Parks &amp; Recreation      </u> Division _____ By: <u>      John Yarbrough      </u>
	Ordinance _____	
	Admin. Code _____	
	<input checked="" type="checkbox"/> Other _____	
	_____	

**10. Background:** The Lee County Community Tennis Association (LCCTA) originally entered into an agreement with LCPR on 03/01/99. The Agreement was extended as amended on 11/29/05. This amendment will insure the consistency and quality of all tennis programs, lessons, leagues and tournaments delivered on LCPR public tennis courts. This amendment provides a tool for measuring the goals of program delivery set for the CTA. LCPR agrees to pay the CTA \$15,000 for the delivery of this service.

Funding will be available in account #KH5722015500.503490

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
<u>      ccm      </u> <u>      2/12/07      </u>				<u>      M. Daley A. Barber      </u>	Analyst <u>      CA      </u> <u>      2/14/07      </u>	Risk <u>      MVP      </u> <u>      2/14/07      </u>	Grants <u>      JTB      </u>	Mgr. <u>      JTB      </u>	<u>      [Signature]      </u>

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN:       CA        
      2/13             4:50 PM        
COUNTY ADMIN  
FORWARDED TO:       JP        
      2/14        
      4pm      

Rec. by CoAtty  
Date:       2/13/07        
Time:       3:03 pm        
Forwarded To:  
      4:23



## LEE COUNTY/CTA TENNIS AGREEMENT

**THIS LICENSE AND SERVICE PROVIDER AGREEMENT, entered into this**  
29th day of November, 2005, between LEE COUNTY acting by and through  
the Board of County Commissioners for Lee County, a political subdivision and  
Charter County of the State of Florida, hereinafter called the "COUNTY", and the  
Lee County Tennis Association, a non-profit corporation, hereinafter referred to as  
"CTA" in a mutually formulated partnership to provide tennis instruction, leagues,  
and USTA tennis programs for the benefit of both residents and visitors to Lee  
County. The terms and conditions of this Agreement are as follows:

### SECTION I – USE OF PUBLIC COURTS

1. The COUNTY owns approximately fifteen (15) tennis court sites throughout Lee County and agrees to allow use of its courts by CTA instructors for tennis classes, league play, and special USTA programs.
2. Scheduling of courts/time shall be shared with the COUNTY's Senior Supervisor at each location and the CTA instructor. All schedules will be posted at facilities.
3. The CTA shall have the right to schedule lessons at any time during the day (on one court only) for each contracted instructor at facilities having four (4) or more courts. At facilities having fewer than four (4) courts, no lessons shall be scheduled during peak hours (which differ from site to site).
4. Instructors shall be mutually approved by the COUNTY and CTA before lessons may begin.

C11b  
11-29-05

employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$100,000 per accident

\$500,000 disease limit

\$100,000 disease limit per employee

- b. **Commercial General Liability** – Coverage shall apply to premises and/or operations, independent contractors, contractual liability exposures with minimum limits of:

\$ 100,000 bodily injury per person (BI)

\$ 300,000 bodily injury per occurrence (BI)

\$ 100,000 property damage (PD) or

\$ 300,000 combined single limit (CSL) of BI and PD

**Participants Accident Medical**

Coverage shall apply to all participants in the sports event/program providing a minimum: Accidental death with a principal sum of \$2,500 (per person); accidental dismemberment with a principal sum of \$2,500 (per person); accidental medical expense with a principal sum of \$2,500 (per person); accident dental with a principal sum of \$500 (per person). Said coverage is acceptable on an excess basis.

2. **Verification of Coverage:**

- a. Ten (10) days prior to the commencement of any work under this Agreement, a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials will be named as an “Additional Insured” on the General Liability policy.*

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Risk Manager (PO BOX 398, Fort Myers, FL 33902).

IN WITNESSETH WHEREOF, the COUNTY and the CTA have caused this Agreement to be executed on the day and year first above written.

ATTEST:

CHARLIE GREEN,

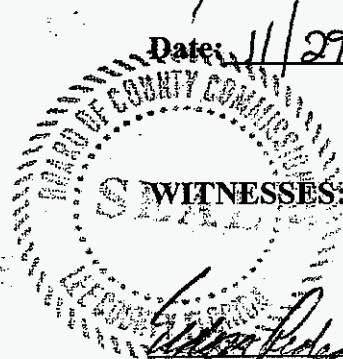
By: [Signature]  
Deputy Clerk

Date: 11/29/2005

BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Chairman  
Chairwoman

Date: 11/29/05



WITNESSES:

[Signature]

Date: 11/4/05

[Signature]

Date: 11/4/05

LEE COUNTY COMMUNITY  
TENNIS ASSOCIATION

[Signature]

Cecil Carter  
President, LCCTA

Date: 11/4/05

APPROVED as to LEGAL FORM  
and SUFFICIENCY

By: [Signature]  
Assistant County Attorney

Date: 12/2/05

**FIRST AMENDMENT  
TO THE LICENSE AND SERVICE PROVIDER AGREEMENT BETWEEN  
THE LEE COUNTY TENNIS ASSOCIATION (CTA) AND LEE COUNTY**

This FIRST AMENDMENT TO THE LICENSE AND SERVICE PROVIDER AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between the Lee County Tennis Association, a non-profit corporation, whose mailing address is P.O. Box 101138 Cape Coral, Florida 33910, herein after referred to as "CTA" and LEE COUNTY, a political sub-division and Charter County of the State of Florida, whose mailing address is P.O. Box 398 Fort Myers, Florida 33902, herein after referred to as "COUNTY", amending the License and Service Provider Agreement entered into on November 29, 2005.

**WITNESSETH:**

**WHEREAS**, the CTA and the COUNTY entered into a License and Service Provider Agreement on November 29, 2005 in which CTA agreed to provide tennis instruction, leagues, and U.S.T.A. tennis programs for the benefit of both residence and visitors to Lee County; and

**WHEREAS**, the COUNTY agreed to allow the use of its tennis courts by CTA instructors for tennis classes, league plays and special U.S.T.A. programs; and

**WHEREAS**, the parties wish to amend Section II - Financial/Administrative Responsibility in the License and Service Provider Agreement.

**NOW THEREFORE** in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the parties agree to amend the License and Service Provider Agreement as follows:

**SECTION II - FINANCIAL/ADMINISTRATIVE RESPONSIBILITY**

1. The CTA shall receive 100% of the “participant” fees to handle all operational expenses - including but not limited to - advertising, phone, mailings, providing and paying instructors, balls, racquets (if needed), registration of students, and collection of fees. Payment to instructors shall be determined by the CTA Board.
2. The CTA, in agreement with the COUNTY, shall have one set of standard fees to be charged by all CTA instructors using public court facilities.
3. The CTA shall assume responsibility for reporting and payment of all taxes associated with this Agreement.
4. The CTA shall keep and maintain adequate records and supporting documentation applicable to the requirements of this Agreement. Said records and documentation shall be retained by the CTA for a minimum of three (3) years from the date of the termination of this Agreement. The COUNTY and its authorized agents shall, with reasonable notice, have the right to audit, inspect, and copy all such records and documentation.
5. CTA is responsible for carefully selecting and screening its instructors to ensure that such individuals have not been arrested, charged, convicted,

pled nolo contendere to any sex crime, violent crime, crime involving children, or lewd and lascivious conduct. By signing this agreement, CTA acknowledges that it has thoroughly checked the background of its instructors.

6. Instructors who provide instruction or classes to children should ensure that children are never left unattended for any reason prior to leaving for the day. Instructors are to ensure that every child has left the facility. Problems with parents who arrive late to pick up children should be reported at the earliest opportunity to the Parks and Recreation Supervisor or designee.
7. The CTA shall receive a payment of Fifteen Thousand Dollars (\$15,000) to be paid in quarterly increments (beginning on or about January 10, 2007). The Quarterly payment of Three Thousand Seven Hundred Fifty Dollars (\$3,750) shall be used to assure that tennis lessons, clinics, leagues, programs, tournaments and special events are provided on the Lee County Parks and Recreation Public Courts. Annual program goals will be negotiated between the COUNTY and the CTA and quarterly payments are dependent on CTA delivery of quarterly progress reports to Lee County Parks and Recreation. Renewal of this payment for subsequent years will be contingent on CTA's substantial progress toward achieving these annual goals.

(Balance of page intentionally left blank)

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the License and Service Provider Agreement effective the day and year first written above.

ATTEST:  
CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lee County Attorney's Office

WITNESSES:

LEE COUNTY COMMUNITY TENNIS  
ASSOCIATION

Bonnie Peters  
Witness Signature

By: Cecily Carter

BONNIE PETERS  
Witness Printed Name

Its: PRESIDENT

Lauren R. Lambrecht  
Witness Signature

Lauren R. Lambrecht  
Witness Printed Name