

City of Palm Coast, Florida

Agenda Item

Agenda Date: September 9, 2025

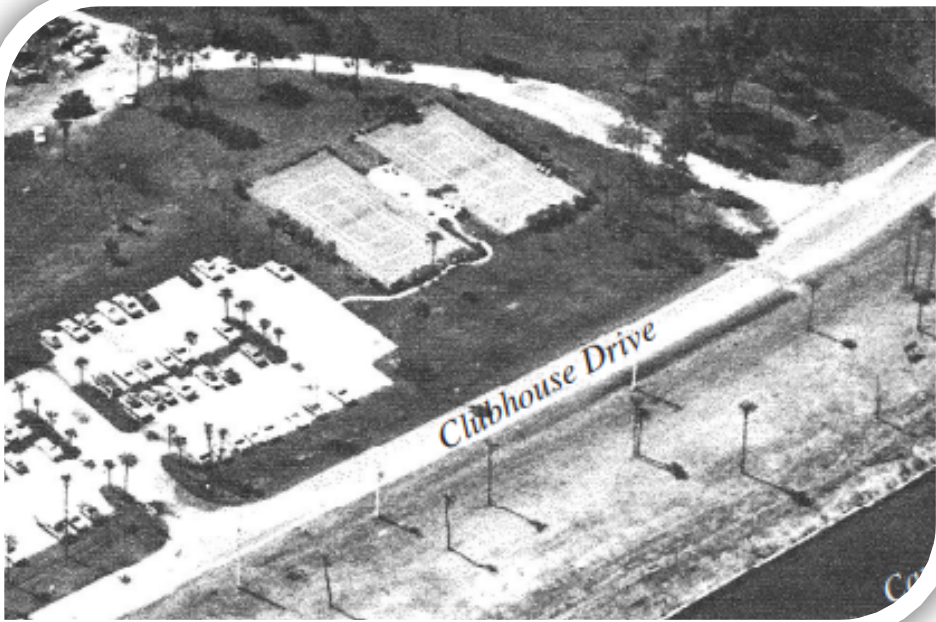
Department	PARKS & RECREATION	Amount
Division	SOUTHERN RECREATION CENTER	Account #
Subject: PRESENTATION - THE SOUTHERN RECREATION CENTER		
Presenter: James Hirst, Director of Parks & Recreation		
Attachments: <ol style="list-style-type: none">1. Presentation - City2. Presentation - USTA		
Background: <p><u>UPDATED BACKGROUND FROM THE AUGUST 26, 2025, WORKSHOP MEETING:</u> City Council requested to move this item to the September 9, 2025, Workshop Meeting. No changes have been made to the item.</p> <p><u>UPDATED BACKGROUND FROM THE DECEMBER 10, 2024, WORKSHOP MEETING:</u> At the June 17, 2025, Business Meeting, City Council requested that City staff prepare a presentation on the Southern Recreation Center. The presentation will include an overview of current operations, programming, and community use of the facility. Additionally, the USTA will provide a presentation outlining a proposed role in the facility's management.</p> <p><u>ORIGINAL BACKGROUND FROM THE DECEMBER 10, 2024, WORKSHOP MEETING:</u> As part of the USTA grant awarded to the Southern Recreation Center, the USTA will provide a presentation on the grant, a program and serviced approach, and future opportunities.</p>		
Recommended Action: FOR PRESENTATION		



Southern Recreation Center

Current Operations

History and Background



Originally home to the Palm Coast Tennis Center which opened in 2008 and received the United States Tennis Association (USTA) Outstanding Facility Award in 2010.

Has played host to a number of tennis greats, including Andre Agassi, Michael Chang, Monica Seles, Jimmy Connors, and Reilly Opelka.

In February 2024, the facility was expanded to become the Southern Recreation Center and added a permanent community building and 12 pickleball courts.



Hours of Operation

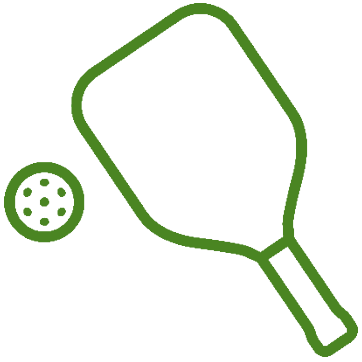
Monday-Saturday: 8am-9pm

Sunday: 8am-2pm

Limited holiday closures based on
attendance statistics



Court Schedules

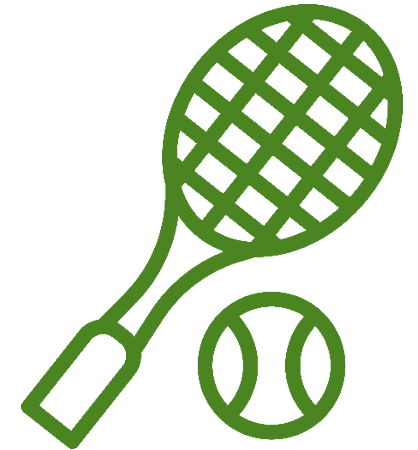


Pickleball

Offers court times, instructional programs, private and group lessons, tournaments, league play, youth programs, and open play.

Tennis

Offers court times, daily match settings, instructional clinic options, workouts, private and group lessons, hitting sessions, league play, and a robust junior program. Court reservations are also available.



Admission Rates

Pickleball

Adult Annual — \$250

Junior Annual — \$100

Monthly Annual — \$25

Limited Monthly — \$15

Punch Pass — \$60/10 visits

Daily Visit — \$7

Tennis

Adult Annual — \$550

Junior Annual — \$175

Monthly Annual — \$50

Limited Monthly — \$30

Punch Pass — \$100/10 visits

Daily Visit — \$12

Combination

Adult Annual — \$650

Junior Annual — \$225

Monthly Annual — \$70

Limited Monthly — \$40

Punch Pass — \$150/20 visits



Current Operations



- All Parks & Recreation staff work community events
- Staffing
 - Southern Recreation Center Supervisor
 - Customer Service Representative
 - Maintenance Worker
 - 5 Seasonal Facility & Guest Attendants
 - Tennis and Pickleball Instructors (contracted)



Pickleball Programs

Youth Programs

Youth Pickleball League, Youth Camps

Adult Programs

Welcome to Pickleball, Step Up Your Game (Intermediate Skills), Doubles Tactics, Drilling, Stacking, Specialized Shots, Adult Camps, Team Camps

Social Play

Mixers, Round Robins

Private Lesson

Individual, Group Lessons

Inclusive Programs

Special Olympics

Leagues

Ladder League, Top Dog Day League

Tournaments

Pink and Pickle, Luck of the Pickle, Mother's Day





Tennis Programs

Youth Programs

Rookie Rallies (4-5), Red (6-8), Orange (8-11), Green Ball (11-14), Junior Development (15+), Junior Academy (High level), Youth Camps

Adult Programs

Group Skills, Adult Camps, Welcome to Tennis

Social Play

Court Reservations, Round Robins

Private Lessons

Individual, Group Lessons

Inclusive Programs

Adaptive Tennis, Special Olympics

Leagues

GVTL (Greater Volusia Tennis League), FTL (Flagler Tennis League), USTA Summer League

Tournaments

Sanctioned USTA +18, USTA Juniors, UTR



Classes/Social Activities

- Zumba
- Yoga
- Fit For Life
- Belly Dancing
- Garden Talks
- Senior Living/Memory Care
- Support Groups
- Trivia Night



Rentals

- **Church/Religion**
- **Parties** - Birthdays, Graduation, Baby Showers
- **Community Groups** - American Legion, Rotary, Kiwanis
- **Education** - Private Tutoring, City of Palm Coast, Senior Living
- **Fitness/Drama** - Youth Dance, Theater Practice, Youth Karate
- **Events** - Fitness Expo, Small Business Expo, Holiday Parties



Community Impact

Number of Activities

- 482

Number of Rentals

- 156

Check-ins

- 61,411

Pass Holders - 1,292 total

- Combo – 65
- Pickleball – 919
- Tennis - 308



*based on FY24-25 (Q1-Q3)



Community Impact

User Groups/Partnerships

Redefined Food Co.

Friends of Tennis

Florida Pickleball League

Pickleballerz

Tournaments

Chamber of Commerce

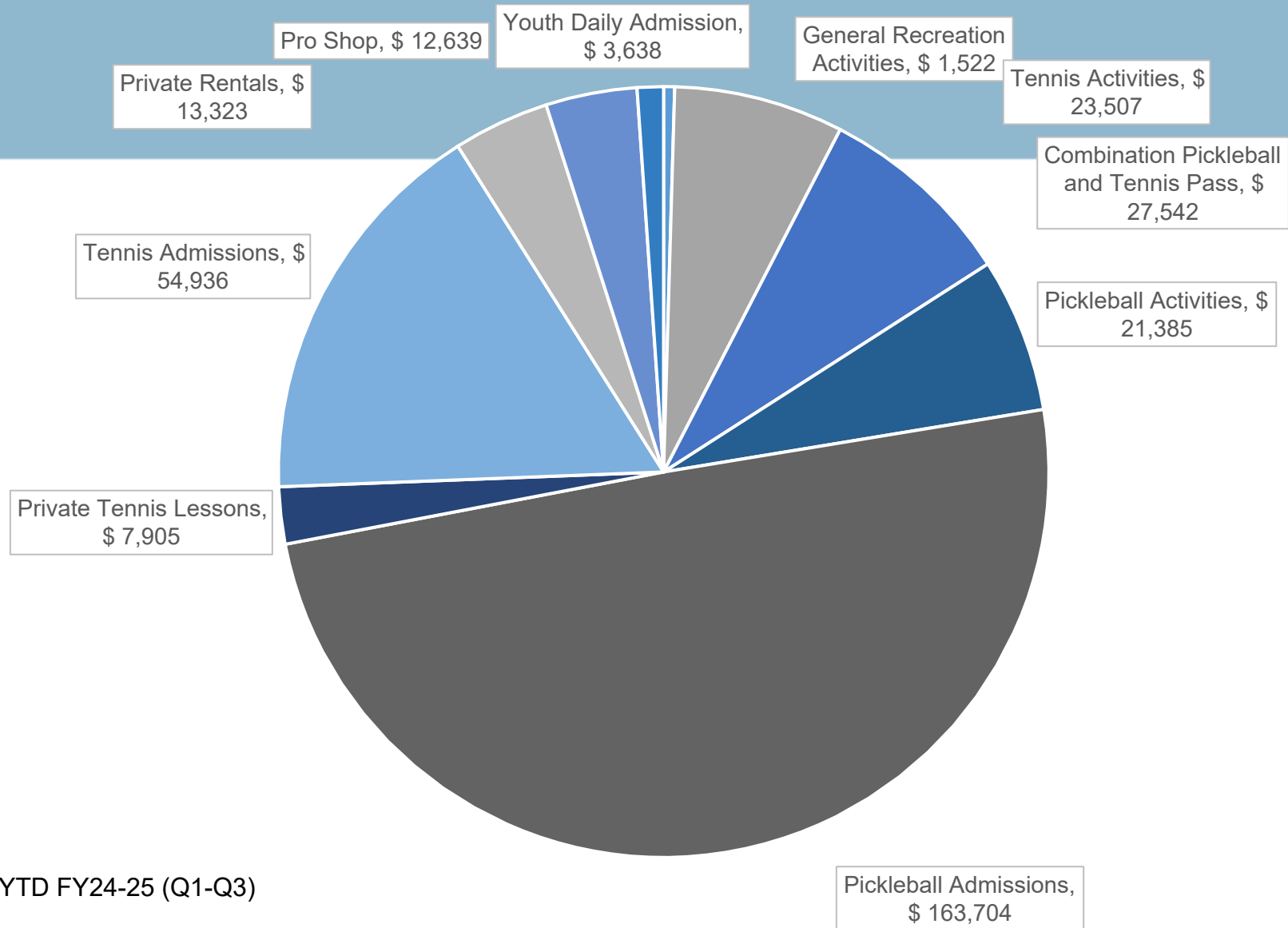
Flagler County High School Teams

Tourism Development Council (TDC) – Capital Funding Program Grant of \$739,158

USTA - Florida Growth Catalyst Fund Grant of \$700,000 for additional tennis courts



Revenue Breakdown



*based on YTD FY24-25 (Q1-Q3)



*Southern Recreation Center
Assessment & Management Services Proposal
Presented to the Palm Coast City Commission
August 26, 2025*



LAURA BOWEN,
EXECUTIVE DIRECTOR
bowen@ustaflorida.com

WHO WE ARE

USTA Florida is a **not-for-profit**, volunteer-run association established in 1949 as one of seventeen (17) sections of the United States Tennis Association. We are the governing body of tennis in Florida, which means we sanction all competitive events in the state.

Our mission is to promote and develop tennis for ALL.

We currently have more than **1.7 million total players** in Florida, whom we serve through community programs, schools activities, and competitive play.

We operate **four public tennis centers** through public partnerships and provide assessment and guidance to dozens more upon request.

We invest **millions of dollars in public park infrastructure** every year.

We ensure that **ALL staff, coaches and providers meet stringent Safe-Play training requirements** and standards for delivery through expert training and education.



OUR SERVICE TO PALM COAST

WE HAVE PARTNERED WITH THE CITY OF PALM COAST TO PROVIDE THE FOLLOWING SERVICES FREE OF CHARGE:

1. **Funded the expansion and improvement** of tennis courts at the Southern Recreation Center to make it a best-in-class racquets facility. *(December 2024)*
2. **Conducted community outreach** to identify what the residents want most in their facility. *(March/April 2025)*
3. **Prepared a full assessment report** to help the city understand what a best-in-class racquets facility should offer in terms of programs and staffing to meet resident needs. *(May 2025)*
4. **Offered a proposal for management services** that would meet those same resident needs, provide full staffing services for tennis and pickleball and save the taxpayers money. *(Aug 2025)*



WHAT WE WILL COVER TODAY

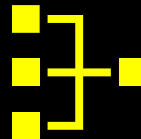
ASSESSMENT FINDINGS

Community Survey Results
Recommended Programs & Events
Recommended Staffing Model



OPERATING MODEL COMPARISON

Services Comparison
Financial Considerations



PROPOSED CONTRACT

Term of Service
Scope of Work/Key Questions
Next Steps



ASSESSMENT

Community Survey Results

Survey Respondent Info:

- ❖ 119 Responses
- ❖ 50 percent of respondents attended USTA Florida's Community Day event.
- ❖ The majority (72%) of respondents are passholders.
- ❖ The majority of passholders are annual in both tennis and pickleball. Only two respondents are combination passholders.
- ❖ The majority of players (82%) play multiple times per week.



ASSESSMENT

Community Survey Results

The Survey Identified Several High Importance Areas:

- ❖ Passholders are very satisfied with the current pricing.
- ❖ Adult recreational and adult competitive tournaments are of high importance in both spaces.
- ❖ Pickleball drop-in play is very important.
- ❖ Programming and play options are the top priority.
- ❖ Ease of registering and reserving courts is very important.
- ❖ Pro events are desired more in tennis.
- ❖ Stringing is a high priority.
- ❖ There is high interest for equipment and clothing sales.



ASSESSMENT

Community Survey Results

Concerns raised in comments/questions:

- ❖ Pricing changes.
- ❖ Pickleball being negatively affected or ignored.
- ❖ Concerns about staff and impacts on current staff.
- ❖ Court maintenance being kept up.
- ❖ More programming.



ASSESSMENT

Program Recommendations

Description of Recommended Pickleball Programs:

- ❖ BEGINNER ORGANIZED OPEN PLAY (Pro-Led)
- ❖ ORGANIZED OPEN PLAY (Pro-Led)
- ❖ OPEN PLAY (Self-Led)
- ❖ PICKLE FRENZY (Pro-Led)
- ❖ PICKLEBALL-Stroke of the Month Clinic (Pro-Led)
- ❖ PICKLEBALL PASSPORT (listed below) could easily be enhanced by adding more program offerings to the facility:
 - ❖ *Unlimited Personal Play, when available*
 - ❖ *Priority Court Reservation – Book up to 7 days in advance*
 - ❖ *5% off resident rates for clinics, programs, tournaments, and private lessons*
 - ❖ *Ability to bring guests (guests must pay the fee and play with the pass holder)*
 - ❖ *Organized Play, with pro, 4x a week*
 - ❖ *Open Play, without a pro, 2x a week*



ASSESSMENT

Program Recommendations

RECOMMENDED ADULT TENNIS PROGRAMS:

BEGINNER TENNIS

The perfect class for those new to tennis.

ADVANCED BEGINNER TENNIS

For players beyond beginner level. Each session will work on fine-tuning basic skills and strokes.

INTERMEDIATE TENNIS

Basics are reviewed briefly in each class. In addition, our instructors will work with you to add elements like speed, power, and accuracy to your game.

TENNIS FITNESS CLASSES

Hitting Fitness is just that, continuous feeding and hitting in doubles formation as the pros conduct.

CARDIO can be a bit more instructional but is still a very active workout.

FAMILY TENNIS PROGRAM

Join your child in mastering basic beginner tennis skills in a large class setting! USTA curriculum is used.



ASSESSMENT

Program Recommendations

RECOMMENDED YOUTH TENNIS PROGRAMS (AGES 3–18)

Weekly Clinics & Match Play Clubs

Grouped by age and ball color, it includes skills, games, and team challenges.

Junior Team Tennis (JTT)

Co-ed recreational teams compete locally in a fun, inclusive format.

Challenge Days & Tournaments

Entry-level competitive events designed to motivate growth and confidence.

High School Prep & Performance Pathway – Junior Academy

Specialized coaching for teens aiming to compete on school teams or in USTA events.

Adaptive Programs (all ages)

Special Olympics, Love Serving Autism, Wheelchair tennis and other programs offered year-round.



ASSESSMENT

Events & Economic Impact

Sample Florida/National Events that would benefit this location:

- Mixed Sectionals 55+ Sectionals (Dec)
- Mixed sectionals 40 & Over (June)
- Tennis On Campus Sectionals (Feb/March)
- Junior Team Tennis Sectional Champs (July)
- 2 Existing USTA Pro Tournaments
- 4 Junior Tournaments (1 per quarter)
- 4 Adult Tournaments (1 per quarter) NTRP
- Tri-Level Sectionals
- Bi-Monthly Socials

Based on estimates from USTA Florida's 2024 Economic Impact Study, the spending generated from just three of these events would be well over \$300,000. Over time, the city could easily double or triple that figure in economic impact.



ASSESSMENT

Other Offerings

Based on survey feedback and other input received, we believe adding the following services would be of high value to the community and enhance the program offerings across the board:

- ❖ *Online Court, Program and Event Reservations*
- ❖ *Professional Stringing Services*
- ❖ *Clothing and Equipment Sales*
- ❖ *On-Court Technology (electronic line calling and AI-integrated coaching tools)*



ASSESSMENT

Fees/Annual Pass Holders

The Southern Recreation Center currently has an appropriate fee structure in place for pickleball and tennis.

USTA Florida recommends implementing an additional flat 5% discount on stringing services and special events for annual passholders.



ASSESSMENT

Staffing

In order to deliver full program support and services at the Southern Recreation Center, there needs to be a significant increase in staffing across the facility that accounts for both regular needs and special events. Instructors, desk staff and facility maintenance staff can work together to ensure a first-class experience for all members and players.

The current staff are extremely valuable to the facility, but there are simply not enough staff to deliver the experience a best-in-class operation requires.

USTA Florida recommends a staffing structure that includes:

- ❖ *One Certified, Full-Time Director of Racquets*
- ❖ *Up to Six Desk Attendants*
- ❖ *At least five additional instructors*
- ❖ *At least Three dedicated maintenance staff*
- ❖ *One full-time tournament and events coordinator (NEW)*



OPERATING MODEL COMPARISON

Services & Standards



USTA FLORIDA SOUTHERN RECREATION CENTER OPERATING MODEL COMPARISON

CATEGORY	CITY + CONTRACTORS OPERATIONS	USTA FLORIDA OPERATIONS	COMMENTS
Food Service Vendor	Yes – Contract	No	Contract for these services is not in our scope of service.
Exercise/Community Classes	Yes (delivery model unclear)	No	USTA Florida has not been asked by the city to assess or perform these services.
Tennis & Pickleball	Hybrid – Outsourced Instruction/Some Programs	Yes	Full Schedule of Programs and All Levels of Instruction are Provided.
Desk Attendants/Customer Service	Yes	Yes	
Regular Maintenance	Landscaping, Annual Courts Maintenance, Electrical, Building, Plumbing, Etc.	Regular daily maintenance of Tennis and PB Courts	Annual clay court maintenance <u>cost to be</u> covered by the city.
Stringing Services	No – Contractor secured during special events.	Yes – On Site	USTA FL Instructors are trained to provide these services, and we purchase state-of-the-art stringing machines.
Clothing and Pro Shop Services	Yes – Some items	Yes – Full Service	We can offer a wide range of items, based on community demand.
Tournaments & Events	No -- Outsourced	Yes – Full Service	USTA Florida <u>is capable of hosting</u> all levels of tournaments.
Marketing – Independent Facility Web Site, Social Media, PR, Etc.	No	Yes – Full Service	Each of our facilities has its own web and social media presence and is fully supported by a professional marketing team.
Court Reservation and Point of Sale System	Yes – For some tennis activities and shop sales (handled by the city directly)	Yes for all activities and transactions related to tennis, pickleball, pro shop, etc.	We pay for and implement a best-in-class system for all activities covered in our operations.
Monthly Court Occupancy and Program Reporting	Contractors are not required to provide participant information.	Yes	All transactions and program participants are tracked in our system and reports are provided to the city.
Monthly Financial Reports for all Transactions and Third-Party Audit	Contractors are not required to provide regular financial <u>reports</u> and not all transactions are captured in POS.	Yes	Financial Reports are provided to the city quarterly and we undergo an annual audit.
Instructor Employment Verification, Background Check, Safe Play Compliance, Fingerprinting, Drug Screen	Contractors meet some of these, but not all.	Yes	All USTA FL instructors and staff are employees of USTA FL and must pass all steps <u>in order to</u> be hired.
Liability & Worker's Comp Insurance	Yes	Yes	



OPERATING MODEL COMPARISON

Financial

Based on the Fiscal Year 2025-2026 Expenditures (proposed) the city could eliminate more than \$400,000 in personnel services (salaries, wages, overtime and benefits) by engaging in a contract for service with USTA Florida.

The city could also save on additional operating expenditures, as USTA Florida would absorb cost of equipment and supplies related to the tennis and pickleball operations, all staff travel and training for our team, and support for our computers and phones used for our operations.

From a revenue perspective, the city would keep revenue from the community activities, event space rentals and food service contract.

Unlike city revenue, which goes to the general fund, any net profit that USTA Florida records from this facility would be allocated to future capital investments at this facility.

USTA Florida made a \$695,000 capital investment in this facility – more than the total projected revenue for SRC to record in the 2024-2025 fiscal year. Current contractor court rental payments are negligible.



PROPOSED CONTRACT FOR FACILITY MANAGEMENT SERVICES

TERM OF SERVICE

Initial term: January 1, 2026 through December 31, 2031.

Extension: Once, for an additional 3 years.

USTA FL SCOPE OF WORK

All staff, equipment and resources needed to deliver programs, events, instruction and services outlined in our assessment.

CITY SCOPE OF WORK

- Food vendor service (through existing contract).
- Trash removal and facility cleaning service.
- Coordinating and scheduling activities in the building event spaces.
- Plumbing, water/sewer and HVAC systems in operating condition.
- Mowing/landscaping.
- Maintain all benches, furniture and other fixtures.
- Repair or replace the lights and fencing, as needed.
- Conduct all building maintenance and repairs within 10 days of notice.
- Provide clay court material and labor for annual maintenance.
- Additional assistance when requested in the event of any storm preparation (e.g. Hurricane warnings) and support clean-up in the event there is damage to the property.



PROPOSED CONTRACT

Next Steps

1. INDICATE WHETHER THE CITY WISHES TO PURSUE A FORMAL MANAGEMENT SERVICES AGREEMENT WITH USTA FL AND WHO IS AUTHORIZED TO SIGN SUCH AN AGREEMENT.
2. REVIEW THE ASSESSMENT AND CONTRACT WE HAVE PRESENTED TODAY AND ASK QUESTIONS.
3. REACH OUT TO OUR TEAM TO SCHEDULE A MEETING BY SEPTEMBER 30TH TO REVIEW AND FINALIZE THE TERMS OF THE AGREEMENT.



*Southern Recreation Center
Assessment & Management Services Proposal
Presented to the Palm Coast City Commission
August 26, 2025*



LAURA BOWEN,
EXECUTIVE DIRECTOR
bowen@ustaflorida.com



May 30, 2025

City of Palm Coast Mayor, Mike Norris
City of Palm Coast Council Members
Lauren Johnston, Interim City Manager
160 Lake Avenue
Palm Coast, FL 32164
Sent Via Email

Dear Mayor Norris, Council Members and Ms. Johnston:

On behalf of USTA Florida, we are pleased to provide you with our full assessment report, covering the tennis and pickleball operations at the Southern Recreation Center. This report fulfills our promise to deliver to the city a proposal for how USTA Florida could partner with you to deliver program and management services at the facility to better serve the Palm Coast Community. This follows our \$700,000 investment in the expansion of tennis courts at the facility, which was completed in 2024.

The attached report was developed following significant community outreach, which we conducted in person at our March 1st event. It includes findings from our public survey that remained open for more than two months following the event. Our assessment team is comprised of five exceptional public tennis center operators, who are regarded as experts in this field. They reviewed community input, existing operations and financial reports that were available to us at the time of assessment. The report covers the following areas of operational interest:

- Community Input and Feedback
- Programs and Services
- Pricing & Membership
- Special Events & Economic Impact
- Staffing Observations/Plans
- Financial Modeling
- Partnership Recommendation

USTA Florida is eager to review this report and its recommendations with you as soon as possible. We will be making it available to the public to ensure the citizens of Palm Coast have the opportunity to see how we have incorporated their input and addressed their concerns raised at previous council meetings.



On a related note, it has come to our attention that the city may be in talks with another party to manage at least some programs and play at this facility. Given the time, money and good faith, our team has put into delivering this work to you, we would encourage the city to review this information and invite us to discuss it openly at a council meeting next month, prior to engaging other providers in formal contracts.

If you have any questions after reviewing the report, please do not hesitate to contact us directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Chuck Gill".

Chuck Gill
USTA Florida Board President
Gill@ustaflorida.com

A handwritten signature in black ink, appearing to read "Laura Bowen".

Laura Bowen
Executive Director
Bowen@ustaflorida.com

Cc: John Sanders, USTA Florida Director of Tennis Operations

USTA FLORIDA SOUTHERN RECREATION CENTER OPERATING MODEL COMPARISON

CATEGORY	CITY + CONTRACTORS OPERATIONS	USTA FLORIDA OPERATIONS	COMMENTS
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Desk Attendants/Customer Service	Yes	Yes	
Regular Maintenance	Landscaping, Annual Courts Maintenance, Electrical, Building, Plumbing, Etc.	Regular daily maintenance of Tennis and PB Courts	Annual clay court maintenance cost to be covered by the city.
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Clothing and Pro Shop Services	Yes – Some items	Yes – Full Service	We can offer a wide range of items, based on community demand.
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Marketing – Independent Facility Web Site, Social Media, PR, Etc.	No	Yes – Full Service	Each of our facilities has its own web and social media presence and is fully supported by a professional marketing team.
Court Reservation and Point of Sale System	Yes – For some tennis activities and shop sales (handled by the city directly)	Yes for all activities and transactions related to tennis, pickleball, pro shop, etc.	We pay for and implement a best-in-class system for all activities covered in our operations.
Monthly Court Occupancy and Program Reporting	Contractors are not required to provide participant information.	Yes	All transactions and program participants are tracked in our system and reports are provided to the city.
Monthly Financial Reports for all Transactions and Third-Party Audit	Contractors are not required to provide regular financial reports and not all transactions are captured in POS.	Yes	Financial Reports are provided to the city quarterly and we undergo an annual audit.
Instructor Employment Verification, Background Check, Safe Play Compliance, Fingerprinting, Drug Screen	Contractors meet some of these, but not all.	Yes	All USTA FL instructors and staff are employees of USTA FL and must pass all steps in order to be hired.
Liability & Worker's Comp Insurance	Yes	Yes	

CITY OF PALM COAST
MANAGEMENT & OPERATION OF SOUTHERN RECREATION CENTER
CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made upon the signing of all parties by and between the City of Palm Coast, Florida, hereinafter referred to as the City, and United States Tennis Association-Florida Section, Inc., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the Contractor, whose address is 12005 Performance Drive, Orlando, Florida 32827. In consideration of the mutual promises contained herein, the City and the Contractor agree that the Contractor has the exclusive right to provide management and operation of tennis and pickleball services at the Southern Recreation Center as described in **Exhibit A, Scope of Work**, attached hereto and by reference, made part of this Contract.

ARTICLE 1-TERM OF CONTRACT

The Contractor shall begin services under this Contract on **January 1, 2026** and this Contract shall continue until **December 31, 2031** unless either party chooses to exercise its rights under **Article 29, Termination**.

Assuming the Contractor is in full compliance with the terms of this Contract, and written notice is given to the City no less than ninety (90) days in advance of the end of the then current term, the **Contractor may extend the term of this Contract for one (1) additional term, comprised of three (3) consecutive years upon the same terms and conditions.**

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of the City of Palm Coast City Manager, or designee, who shall act as the City's Contract Administrator during the performance of this Contract. The Contract Administrator for the Contractor is Ms. Laura Bowen, or designee, who will also serve as the day-to-day contact person, unless otherwise designated. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Contractor shall do, perform, deliver and carry out, in a professional manner, the type of projects and services as set forth in **Exhibit A, Scope of Work**.

ARTICLE 4 - PAYMENTS

The Contractor previously has provided the city with a \$700,000 capital investment and, therefore, no fee shall be paid to the city during the term of the contract.

**CITY OF PALM COAST
MANAGEMENT & OPERATION OF SOUTHERN RECREATION CENTER
CONTRACT FOR PROFESSIONAL SERVICES**

ARTICLE 5 - ASSISTANCE TO CONTRACTOR

The City shall provide assistance to the Contractor as set forth in **Exhibit C, City Assistance** attached hereto, and, by reference, made part of the contract.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purposes by the City Commission of Palm Coast. The City agrees to meet with Contractor annually to discuss any future Capital Improvement Plans for the Southern Recreation Center.

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CITY OF PALM COAST
MANAGEMENT & OPERATION OF SOUTHERN RECREATION CENTER
CONTRACT FOR PROFESSIONAL SERVICES

ARTICLE 7 - INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
Professional Liability	\$1,000,000
General Liability	\$2,000,000
Worker's Compensation	Statutory

The Contractor's insurance policy must be endorsed to add the City of Palm Coast—Southern Recreation as an Additional Insured. The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any compensable injury pursuant to Chapter 440, sustained by such employees arising out of and in the course of their employment.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance.

Contractor will provide copies of any required occupational license(s) to the City Manager. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

CITY OF PALM COAST
MANAGEMENT & OPERATION OF SOUTHERN RECREATION CENTER
CONTRACT FOR PROFESSIONAL SERVICES

ARTICLE 8 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby contracts and agrees to indemnify and save harmless and defend the City, its agents, servants and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents, servants, representatives, or employees in the performance of this Contract.

The Contractor further agrees to indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any negligent conduct or willful misconduct of the Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be vicariously liable.

ARTICLE 9 - SAFETY

Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of vehicles, machinery and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

ARTICLE 10 - NONDISCRIMINATION

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 11 - DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, the Contractor warrants that it is a drug-free workplace.

ARTICLE 12 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (\$15,000.00), for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CITY OF PALM COAST
MANAGEMENT & OPERATION OF SOUTHERN RECREATION CENTER
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ARTICLE 13 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without fault or negligence of either of them, the Contractor shall not be deemed to be in default.

ARTICLE 14 - ARREARS

The Contractor shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - WARRANTY

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 16 - INDEPENDENT CONTRACTOR

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties. However, the Contractor's ultimate work performance shall meet the approval of the City.

ARTICLE 17 - ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee.

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**CITY OF PALM COAST
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ARTICLE 18 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the City for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as is the Contractor under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements.

ARTICLE 19 - SEVERABILITY

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any power herein reserved to the City, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

ARTICLE 20 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee or firm working solely for the Contractor, to solicit or secure this Contract. The Contractor warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than those working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 22 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Contractor, and may be implemented only after this agreement has been amended in writing and approved by the designated parties named herein.

ARTICLE 23 - EXCLUSIVITY

This is an exclusive Contract. The City may not contract with other entities for work similar to that to be performed by the Contractor hereunder.

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ARTICLE 24 - SOCIAL MEDIA

City shall authorize Contractor, during the term(s) of this Contract, to use exclusively any domain names, social media, or web pages related to Southern Recreation Center. If city employees or contractors have access to existing social media or web sites related to the tennis or pickleball activities at the center, they must turn over administrative access to those accounts 60 days prior to the start of this contract. The Contractor may request use of the City's website for promotion of events.

ARTICLE 25 - ACCESS AND AUDITS

City shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by city, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement. Such retention of such records and documents shall be at Contractor's expense.

If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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**CITY OF PALM COAST
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ARTICLE 26 - NOTICE

Any notices, consent, approval or communication given pursuant to the provisions of this Agreement shall (except where otherwise permitted by this Agreement) be in writing and shall be (a) delivered by hand or (b) mailed by certified mail or registered mail, return receipt requested, postage prepaid, or (c) delivered by a nationally recognized overnight courier, U.S. Post Office Express Mail, or similar overnight courier which delivers only upon signed receipt of the addressee, and addressed as described below. The time of the giving of any notice shall be the time of receipt thereof by the addressee or any other agent of the addressee, except in the event the addressee or such agent of the addressee shall refuse to receive any notice given as above provided or there shall be no person available at the time of delivery thereof to receive such notice, the time of the giving of such notice shall be the time of such refusal or the time of such delivery, as the case may be. Such notices shall be given to the parties thereto at the following addresses:

Original

[city contact]

Copy

[city contact]

In addition, if sent to the Contractor, shall be mailed to:

Original

Executive Director
USTA Florida Section, Inc.
12005 Performance Drive
Orlando, Florida 32827

Copy

Director of Tennis Management
USTA Florida Section, Inc.
12005 Performance Drive
Orlando, Florida 32827

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**CITY OF PALM COAST
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ARTICLE 27 - TERMINATION

By either party for cause based upon a breach by the other of any material obligation under this Agreement if such breach remains uncured for a period of thirty (30) days following delivery of written notice to the breaching party of the breach by the non-breaching party, (or, if such breach cannot be cured within such thirty day period, the breaching party does not continue in good faith to effect such cure, provided that such cure must be effected in any event within ninety (90) days following receipt by the breaching party of such notice of breach.

The following shall be deemed as material obligations:

- Misconduct or negligence on the part of the Contractor;
- Substantial failure by the Contractor to perform in accordance with the terms of this Contract through no fault of the City.
- Substantial failure includes but is not limited to, malfeasance; and complete failure to provide all services in the Scope of Work for a period of more than 45 days.
- Failure by the City to perform in accordance with the terms of this Contract.

ARTICLE 28 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in **Orange County, Florida**. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 29 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 30 - PUBLIC RECORDS

Pursuant to Florida Statutes, Section 119.0701, Contractor agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under City's procedures or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

ARTICLE 31 - SALES TAX

The City is exempt from sales tax. The Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes, unless exempt. The Contractor shall provide City with its Certificate of Exemption. The Contractor may not use the City's tax exemption in any of its activities.

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SIGNATURE PAGE

**CITY OF PALM COAST
MANAGEMENT & OPERATION OF SOUTHERN RECREATION CENTER
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**Exhibit A
Contractor
Scope of Work
Page 1**

During the term of this contract, Contractor shall:

1. Manage, operate and provide certain services at the Southern Recreation Center, which shall be, at least, similar in quantity and quality to services found at other municipal tennis and pickleball facilities, of similar type in Florida. Specifically:
 - Provide regular, youth and adult coordinated tennis and pickleball programs and play that meet the needs of the broader community.
 - Provide court time for designated school tennis teams for both practice and match play with other schools, at no charge.
 - Provide tournaments, special events and other play opportunities that are suitable for a facility of this size and drive local economic impact.
 - Provide summer camps, adaptive, wheelchair and community programs throughout the year that ensure people of all abilities can play.
 - Provide additional programs and play opportunity on weekends that attract new players and participants to the tennis center and create a welcoming and vibrant tennis culture.
 2. Require that each racquet sports professional employed by Contractor shall maintain a membership in good standing with the United States Tennis Association, Racquet Sports Professionals Association (RSPA) or Professional Tennis Registry (PTR). Contractor assures that the behavior of all employees of the Contractor are professional and courteous to the public and in accordance with the standards established by the USTA Florida Section, Inc., as applicable.
 3. Cooperate with required City staff involved in the provision of recreational services to the public. Said cooperation may include, but not be limited to, coordinating a master calendar of tournaments, parking arrangements, promotional activities to include Special Events.
 4. Assist City staff in the preparation and submission of applicable grant applications for the purpose of securing funds to enhance the tennis facilities and/or promote the game of tennis. In the event a grant is awarded, Contractor will assist in grant administration and compliance activities.
 5. Promote the games of tennis and pickleball through supporting local leagues, additional tournaments, outings, clinics and private lessons and other programs deemed by the Contractor to be in the best interest of the facility's growth, as well as its own interests. It is recommended, but not required, that an emphasis be placed on community and beginner programs.
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**CITY OF PALM COAST
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**Exhibit A
Contractor
Scope of Work
Page 2**

6. Maintain facility in a state of quality, which includes keeping courts clean, free of debris and trash.
7. Provide an experienced director of racquets who can deliver management, operational and oversight services, including management of all staff, programs and services. Contractor will provide written notice to the City's Contract Administrator whenever an absence in this position occurs. It is requested, but not required, that this notice be in advance of the absence. The intent of this section is to provide accountability for absences of 10 or more consecutive days. Article 20 does not apply to the circumstances above.
8. Manage all components of a typical tennis and pickleball "Pro Shop" selling equipment (balls, racquets, paddles, string, etc.) related to the games of tennis and pickleball, as deemed appropriate and requested by players. Florida Sales Taxes and Florida Tangible Taxes attributable to these operations are for the Contractor's account as well as any associated administrative costs, reporting requirements and duties related to them.
9. Pay for all supplies and direct expenses related to providing services outlined in this agreement and will replace nets and score tenders on an as-needed basis. Contractor will also cover phone service and IT support for its staff and provide a point-of-sale system to handle all court reservations, program/lesson bookings and related sales.
10. Keep on public display the following:
 - The rates charged for court fees, memberships, programs and lessons.
 - The normal hours of operation for the facility and the holidays/dates the facility is closed.
 - Contact information for the facility.
 - Contact information for the person at the city responsible for recreational services not under the scope of this contract.
11. Provide quarterly financial and participation reports to the city. Provide annually (by November 15 of the contract year) a revenue summary (by revenue type) for the previous fiscal year. The initial summary is due November 15, 2026 for the period January 1, 2026 through September 30, 2026.

**CITY OF PALM COAST
MANAGEMENT & OPERATION OF SOUTHERN RECREATION CENTER
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**Exhibit B
Payment
Schedule**

In recognition of the initial capital investment of \$695,000 made by USTA Florida, no contract fee shall be collected by the City for the duration of this agreement.

The City shall pay contractor prorated membership revenue as of the date of the commencement of the Initial Term.

All revenues generated and collected through activities specified in this agreement, during the term of this contract shall go to USTA Florida.

Exhibit C City Support and Assistance

The City shall:

Provide full access and ability to use the Southern Recreation Center, which shall include the 15 har-tru courts, 12 pickleball courts, and appropriate office space for USTA Florida staff to operate.

Provide, pay for and maintain all utility service, including internet, water, sewer and electricity.

Maintain, provide and pay for all of the following:

- Food vendor service (through existing contract).
- Trash removal and facility cleaning service.
- Coordinating and scheduling activities in the building event spaces.
- Plumbing, water/sewer and HVAC systems in operating condition.
- Mowing/landscaping.
- Maintain all benches, furniture and other fixtures.
- Repair or replace the lights and fencing, as needed.
- Conduct all building maintenance and repairs within 10 days of notice.
- Provide clay court material and labor for annual upkeep.
- Additional assistance to Contractor when requested in the event of any storm preparation (e.g. Hurricane warnings) and support clean-up in the event there is damage to the property.

The City shall establish through its property tagging or inventory program and office or facility equipment which is owned by the City. City is solely responsible for securing and managing its property at the facility.

The City shall not enter any separate agreement to host an event that requires the use of the tennis or pickleball courts, without the prior written agreement of USTA Florida signed by the authorized agent noted on this contract.
