AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2026 by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and Dubin & Associates, Inc dba JCD Sports Group a Corporation, authorized to do business in the State of Florida (hereafter referred to as "Contractor"), whose address is 1300 NW 17th Ave, Suite 273G, Delray Beach, Fl 33445.

WHEREAS, the City desires to retain the Contractor to provide turnkey management services for the Delray Beach Tennis Center (Tennis Center) and the Delray Swim & Tennis Club (Club), in accordance with the City's Request for Proposal No. 2026-023 and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSAL

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposal No.2026-023 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide turnkey management services for the Delray Beach Tennis Center (Tennis Center) and the Delray Swim & Tennis Club (Club), pursuant to the specifications accompanying the City's Request for Proposal, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto as Exhibit "A" and incorporated herein, according to the terms and specifications of the referenced Request for Proposal.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City: City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33344
Attn: City Manager

ii. with a copy to: City of Delray Beach
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

iii. As to the Contractor: Dubin & Associates, Inc.dba JCD Sports Group
1300 NW 17th Ave, Suite 273G
Delray Beach, Fl 33445
Attn.: Sharon Painter
Email: sharon@jcdsportsgroup.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY

By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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. By execution of

this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

ARTICLE 7. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

ARTICLE 8. CONVICTED VENDOR LIST

By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

a. "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 9. COMPLIANCE WITH ALL APPLICABLE LAW

The Contractor and its services under this Agreement must comply with all applicable federal, state, and

local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 10. DISCLOSURE OF INTERESTS OF COUNTRY OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is $100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286 .101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

ARTICLE 11. FOREIGN COUNTRY OF CONCERN AND PERSONAL IDENTIFYING INFORMATION

Intentionally Omitted

ARTICLE 12. COMPLIANCE WITH FLORIDA STATUTE §787.06(13)

Contractor has fully complied with Florida Statute §787.06(13) by providing an affidavit to the City signed by an officer or representative of Contractor under penalty of perjury that Contractor does not use coercion for labor or services as defined in that statute.

ARTICLE 13. CONTRACT TERM

The Contract and Agreement shall be effective for a term of five (5) years and may be renewed for five (5) additional one-year period (s) as of the effective date of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

_____
Alexis Givings, City Clerk

CITY OF DELRAY BEACH

By: _____
Thomas F. Carney, Jr. Mayor

Approved as to form and legal sufficiency:

_____
Lynn Gelin, City Attorney

DUBIN & ASSOCIATES, INC. DBA JCD SPORTS GROUP

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

_____
Notary Public – State of _____

SECTION 3
SCOPE OF SERVICES

3.0 GENERAL INFORMATION AND BACKGROUND

The City of Delray Beach, known as the "Village by the Sea", is a community on Florida's southeast coast. The City encompasses approximately 16.5 square miles and has a population of 70,000. The City operates two public tennis facilities:

Delray Beach Tennis Center (Tennis Center), located in the heart of downtown Delray Beach, is a full-service tennis facility consisting of 14 clay courts, 7 hard courts, an upstairs pavilion and conference room, pro-shop, locker rooms and includes an 8,200-seat
stadium.

Delray Swim & Tennis Center (Club) includes 24 clay courts, clubhouse, pro-shop, and locker rooms. The facility provides year-round tennis programming, including instructional clinics and tournaments, for a wide range of ages and skill levels.

3.1 SCOPE OF SERVICES:

The selected Proposer (Contractor) shall provide comprehensive tennis facility management and operational oversight services for the Delray Beach Tennis Center (Tennis Center) and the Delray Swim & Tennis Center (Tennis Club). Services shall include professional administration, staffing, programming, maintenance oversight, customer service, marketing, financial administration and facility operations.

The City will be responsible for procuring and paying for all equipment, supplies, and services related to the Facilities, subject to annual budget appropriations. The Contractor shall coordinate closely with the City to ensure all operational and service needs are identified, documented, and fulfilled in a timely and efficient manner.

3.2 SELECTED PROPOSER'S RESPONSIBILITIES:

The Contractor shall provide all labor, supervision, management, and administrative services necessary to operate the facilities at a high standard of excellence. Responsibilities include, but are not limited to the following:

A. Operational Management and Staffing:

The Contractor shall by fully responsible for all primary operational functions, including personnel, pro-shop services, programming, routine facility and court maintenance, and general site oversight.

1. Personnel Management
    - Contractor shall recruit, hire, supervise, and train qualified staff necessary for the successful operation of the Facilities.
    - All Contractor personnel shall be clearly identifiable through uniforms or professional attire.
    - The Contractor shall maintain staffing sufficient to ensure consistent customer service, court monitoring, safety, and operational coverage at all times.
2. Pro-Shop Management
    - The Contractor shall maintain adequate inventory to meet customer demand, including

merchandise, racquet services, and rentals.

- The Contractor shall coordinate with the City to manage a perpetual inventory system, including restocking and reconciliation.

3. Program and Event Administration
    - The Contractor shall manage and administer all programs, lessons, leagues, tournaments, and special events.
    - The Contractor shall be responsible for sponsorships, vendor coordination, logistics, and promotion of event tournaments.
    - The Contractor shall represent the City on sport-specific boards, associations, or committees.
4. Facility, Court and Grounds Maintenance Oversight
    - Daily court maintenance shall be performed in accordance with manufacturer specifications and industry best practices.
    - The Contractor shall oversee routine maintenance of restrooms, locker rooms, equipment, furnishings, and common areas.
    - Janitorial and cleaning services shall be performed to maintain safe, sanitary, and welcoming environments.
    - Major repairs or system failures shall be reported to the City immediately, including mechanical, electrical, HVAC, or structural issues.

B. Administrative and Financial Management

The Contractor shall supervise, document, and safeguard all administrative and financial functions related to the Facilities.

1. Revenue and Financial Processes
    - All revenues shall be collected by the Contractor.
    - Revenues shall be deposited daily into a City approved bank account.
    - The Contractor shall process staff payroll, benefits, and insurance in compliance with applicable laws.
    - Quarterly financial reports shall be submitted to the City.
2. Purchasing Coordination
    - Purchases of materials, supplies, equipment, furnishings, services, or marketing shall be coordinated with the City.
    - The Contractor shall administer merchandise sales, rentals, repairs, programming, and tournament revenue.
3. Inventory and Reporting
    - Quarterly inventory counts shall be conducted and submitted to the City.
    - Any commercial filming or rental activity shall be coordinated and pre-approved by the City.

4. Emergency Preparedness
    - The Contractor shall develop and implement emergency response plans and procedures for fire, severe weather, and other emergencies, as directed by the City.
5. Internal Controls
    - The Contractor shall maintain and enforce internal controls for all financial, operational, and inventory processes.
6. Incidental Services
    - The Contractor shall perform additional incidental services, as directed by the City, that are necessary for successful Facility operations.

C. Asset Protection and Security

- The Contractor shall protect all City property, assets, data, systems, and monetary funds.
- The Contractor shall provide 24/7 response to alarms and emergencies, including after-hours support for fire, security, and intrusion alarms.

D. Facility Presentation and Furnishings

- Acquisition and placement of equipment and furnishings shall be coordinated with and approved by the City to ensure quality and consistency..

E. Customer Service and Public Engagement

1. Customer Response
    - Written responses to all customer inquiries or complaints shall be provided within forty-eight (48) hours.
    - Customer service logs shall be maintained and provided to the City upon request.
2. Customer Satisfaction
    - The Contractor shall conduct annual customer satisfaction surveys and provide the City with a report summarizing findings and recommended service enhancements.

F. Budgeting and Financial Planning

The Contractor shall submit an annual operations budget that includes:

1. Fee and market rate analysis with written recommendations.
2. Recommend fees schedule for court use, rentals, lessons, memberships, and racquet services.
3. Five-year capital and equipment projections.
4. Five-year revenue and expense projections.

G. Policy Recommendations

- The Contractor shall provide operational policy recommendations to the City as needed to enhance efficiency, safety, and customer service.

H. Quarterly Reporting Requirements

- The Contractor shall submit quarterly reports including:

1. Revenues and expenses by location

2. Utilization and trend data.
3. Maintenance summaries.
4. Program participation metrics.
5. Marketing activity reporting.
6. Court use and condition assessments.

I. Compliance Requirements

- **The Contractor shall comply with all applicable laws and regulations, including but not limited to:**

1. Minimum wage standards
2. U.S. Citizenship and Immigrations Services (E-Verify)
3. EPA requirements
4. ADA compliance
5. OSHA safety standards and SDS documentation
6. Any additional City mandated compliance requirements

J. Marketing, Public Relations and Community Engagement

1. Marketing Program
    - The Contractor shall develop and implement an ongoing marketing strategy to increase or maintain participation and facility use.
2. Digital / Online Presence
    - Facility website and social medial shall be updated regularly.
3. Court Management Programs
    - Implement industry-standard court management practices that account for environmental conditions and ensure high-quality playing surfaces.
4. Events and Programming
    - Develop and promote diverse and inclusive programming and events, including leagues, tournaments, community events, junior programming, charity events, and youth outreach initiatives.
    - Advertising shall be coordinated with the City.
5. Collegiate and External Bookings
    - The Contractor shall actively recruit and secure collegiate tennis events, leagues, training sessions, and tournaments.

3.3 EMPLOYEES

Persons employed by the selected Proposer in the performance of services pursuant to this Proposal shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages, or other employee rights

or privileges granted by operation of law; and shall be 18 years of age or older.

Under no circumstances will any employee of the selected Proposer be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of the selected Proposer to enter any non-public area of any City facility at any time for any reason.

3.4 COMPLAINTS

Inspections by the City of Delray Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the selected Proposer for immediate resolution. It is the responsibility of the selected Proposer to resolve all complaints with twenty-four (24) hours of notification from the City.

3.5 PROTECTION OF PROPERTY

The selected Proposer shall at all times guard against damage or loss to the property of the City of Delray Beach and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment for services in lieu of reimbursement or replacement for loss or damage to property attributed to negligence of the selected Proposer, its staff or agents.

3.6 KEY CONTROL

Keys to City facilities shall not be duplicated, and the selected Proposer shall not allow any keys to be duplicated. Any keys which become lost, missing or stolen shall be immediately reported to the City. Should any keys be lost or stolen, the cost of changing locks or replacing the keys to buildings, rooms, or areas accessible by the lost or stolen keys will be deducted from the selected Proposer's invoice to the City for services provided under the Contract.

3.7 SECURITY AND IDENTIFICATION

The selected Proposer shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State and County rules, laws, and regulations.

Employees of the selected Proposer serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

The selected Proposer shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment. The City shall have the right to request any additional investigative background information, including, but not limited to, the employment record of any personnel assigned to perform the services. The selected Proposer shall furnish, in writing, such information to the extent allowed by law within thirty (30) calendar days after notification from the City's Human Resources Administrator or designee.

The City reserves the right to conduct its own investigations of any employee of the selected Proposer. The selected Proposer shall remove from service on the premises of the City any employee of the selected Proposer who, in the opinion of the City, is not performing the services in a proper manner; or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the selected Proposer.

3.8 REPAIRS

The selected Proposer shall promptly notify the City of any needed repairs and/or damage to fixtures, building, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

END OF SECTION 3

Fee Proposal

Dubin & Associates, Inc. is pleased to present this proposal for the management of Delray Beach Tennis Center, Delray Tennis Stadium and Delray Swim & Tennis Club. The annual fee for our proposal is $98,000 per year for the initial five-year term broken down as $60,000 per year for the Delray Beach Tennis Center and Delray Tennis Stadium and $38,000 per year for the Delray Swim & Tennis Club. The fee for the renewal terms is $101,920 per year broken down as $62,400 per year for the Delray Beach Tennis Center and Delray Tennis Stadium and $39,520 per year for the Delray Swim & Tennis Club.

Locations		
Delray Beach Tennis Center (Center)	Initial 5 year term	$ 300,000.00
Delray Swim & Tennis Center (Club)	Initial 5 year term	$ 190,000.00
Delray Beach Tennis Center (Center)	Renewal 1	$ 62,400.00
Delray Swim & Tennis Center (Club)	Renewal 1	$ 39,520.00
Delray Beach Tennis Center (Center)	Renewal 2	$ 62,400.00
Delray Swim & Tennis Center (Club)	Renewal 2	$ 39,520.00
Delray Beach Tennis Center (Center)	Renewal 3	$ 62,400.00
Delray Swim & Tennis Center (Club)	Renewal 3	$ 39,520.00
Delray Beach Tennis Center (Center)	Renewal 4	$ 62,400.00
Delray Swim & Tennis Center (Club)	Renewal 4	$ 39,520.00
Delray Beach Tennis Center (Center)	Renewal 5	$ 62,400.00
Delray Swim & Tennis Center (Club)	Renewal 5	$ 39,520.00
	Total Price	$ 999,600.00