



**Request for Proposal (RFP)  
for  
TENNIS PROGRAM SERVICES**

**Project No: PROS-2026-02**

**Date: April 27, 2026**

**Submittal Deadline: May 28, 2026 at 10:00 AM**

**WORK:**

**Tennis Programs**

**SUBMITTAL DATE AND LOCATION:**

Date of Request:

April 27, 2026

Due Date for Proposals:

May 28, 2026 by 10:00 A.M.

Submit one emailed electronic copy of the Proposal to:

Bryan Meyer, [bryanm@superiorcolorado.gov](mailto:bryanm@superiorcolorado.gov)

**WORK DESCRIPTION**

The Town of Superior requests Proposals for:

The services of a professional Tennis Contractor to provide instruction and/or qualified instructor(s) and all needed materials for Private/Group Tennis Programs at North Pool Tennis Courts.

Any questions concerning this Request for Proposal shall be directed **IN WRITING ONLY** by May 12, 2026 at 6:00 p.m. to Bryan Meyer, Parks, Recreation and Open Space Recreation Manager, E-MAIL: [bryanm@superiorcolorado.gov](mailto:bryanm@superiorcolorado.gov)

**Pre-Proposal Site Visit - Non-Mandatory**

North Pool Tennis Courts can be accessed with prior permission from the Town. Please send such requests to Bryan Meyer, Parks, Recreation and Open Space Recreation Manager, E-MAIL: [bryanm@superiorcolorado.gov](mailto:bryanm@superiorcolorado.gov). A site visit is encouraged; a site meeting will not be hosted by the Town.

PUBLICATION DATE: April 27, 2026

PUBLISHED IN: Rocky Mountain E-Purchasing System

**SECTION I  
BACKGROUND AND GENERAL SCOPE OF SERVICES**

**BACKGROUND AND OBJECTIVE/OVERVIEW**

The Town of Superior is requesting proposals from individuals and/or firms (herein the “Contractor”) to provide outdoor Tennis programs for the Town’s Parks, Recreation and Open Space Department at the following facilities:

North Pool Tennis Courts, 1650 South Indiana Avenue, Superior, Colorado, 80027

The Town expects the Contractor to understand and accept that this shall be a Town based, recreationally designed program and adhere to recreation standards and the Code of Conduct, included herein as Section VI. As with any Town program, the Contractor shall need to establish community relationships with participants, guests, and potential Contractors and create an atmosphere that encourages impartiality for all participants. The Contractor must maintain professionalism when communicating with Town contract liaisons on any issues and communicate appropriately with all participants or potential participants. It is essential that the Contractor creates and fosters an advantageous partnership with all Town staff.

**SCOPE OF WORK**

**A. Contractor Responsibilities**

The awarded Contractor shall be responsible for administering the following services:

- Coordination and management of Junior aged (4 years old – 18 years old) and Adult aged (18+) Tennis programs, clinics, group/private lessons and provide Town with proposed guidelines towards operation of these activities. Programs are to be provided during the Winter/Spring (January–April), Summer (May – August), and Fall/Winter (September – December) months. (See Attachments I - III for Superiors 2026 Rec Guides)
- Contractor shall submit all programming content adhering to the Town’s recreational guide content deadlines.
- Meet with Town liaison that oversees the contract to set-up all programs, clinics, group/private lessons, and collaborate on all Recreation Guide and advertisement needs. Additionally, brief town liaison on any and all activity set-ups at least two days prior to activity.
- Provide programs that are requested and are identified as a community need.
- Provide safe and sufficient equipment needed for all programs.
- Comply with all applicable rules, regulations, laws and the directives or instructions issued by the Town.
- Provide safe and adequate supplies to be used in the programs by class participants.
- Contractor shall pay all sub-contractor staff.

- Report maintenance concerns to the Town within 24 hours.
- Report participant/guest issues or conflicts within 24 hours.
- Report all injuries immediately to the Parks, Recreation and Open Space Department.
- Provide exemplary customer service to the Tennis community/participants.
- Create a cooperative relationship with the Town and participants.
- Propose pricing of programs to Town contract liaison and justification behind costs associated with Tennis activities.
- The Contractor acknowledges and agrees that certain services provided by the Contractor shall require that employees, agents, and volunteers of the Contractor act in positions of trust which may entail the handling of and accounting for funds of the Town and Town property, or direct contact with Junior and other members of the general public. Accordingly, the Contractor agrees that all employees, volunteers, and other representatives or agents of the Contractor in positions of trust, as defined above, shall be background screened and complete a mandatory training addressing sexual abuse awareness and prevention. All costs associated with said screenings/trainings to be fully paid by the Contractor.

## **B. Town Responsibilities**

The Town shall be responsible for the following:

- Provide outdoor tennis court time at North Pool Tennis Courts for Contractor's programming use as available.
- Provide current schedule of when the tennis courts will be available.
- Maintain all Town owned equipment and facilities.
- Provide marketing assistance that includes, but is not limited, to the following: programs listed in the Recreation Guide, eblasts, social media and announcement of the new contractual partnership.
- Take all registration for Contractors programs through registration software and provide Contractor software login to access program registration details.
- Foster a cooperative relationship with Contractor, professionally approach issues, and respond to requests in a reasonable amount of time.
- Work with Contractor to set reasonable program prices.

## **C. Qualifications**

The ideal candidate would possess the following qualifications:

- Three or more years of overall Tennis programming experience, including staffing supervision and tennis lesson management.

- Demonstrated ability to provide world class customer service to volunteers, organizers, vendors and participants of all ages and experience level.

Preference may be given to Contractors who possess any of the following:

- CPR, AED and First Aid certifications
- Concussion Awareness Training certification
- Sexual assault/harassment Awareness certification
- United States Professional Tennis Association certification

#### **D. Anticipated Schedule**

The following represents the Town's target schedule for the RFP. The Town reserves the right to amend the target schedule at any time.

- RFP issuance: April 27, 2026
- Question deadline: 6:00 PM MST on May 12, 2026
- Proposal due date: 10:00 AM MST on May 28, 2026
- Interviews (tentative): Week of June 1, 2026
- Award of Contract (tentative): June 2026
- Start of Services: Summer/Fall 2026

#### **E. Interviews**

In addition to submitting a written proposal, the top-rated Contractors may be interviewed by Town staff and asked to participate in an oral presentation to provide an overview of the company, approach to the project and to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section IV.

#### **G. Subcontractors**

Contractors will be responsible for identifying any subcontractors in their proposal. Please note that the Town will contract solely with the awarded Contractor; therefore subcontractors will be the responsibility of the Contractor.

#### **H. Proposal Format**

Please limit the total length of your proposal to a maximum of twenty (20) single sided 8 ½ x 11" pages (excluding cover pages, table of contents, dividers and Contractor Statement form). Font shall be a minimum of 12 Arial and margins are limited to no less than .5" for sides and top/bottom. Please, no embedded documents. Submit as a single PDF file. Proposals that do not conform to these requirements may be rejected.

#### **I. Laws and Regulations**

The Contractor agrees to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances.

### **J. Invoicing and Payment**

Invoices shall be emailed monthly to [bryanm@superiorcolorado.gov](mailto:bryanm@superiorcolorado.gov). The cost of the work completed shall be paid to the Contractor each month following the submittal of a correct invoice by the Contractor indicating the program name, program descriptions, participant names, participant email addresses, participant city of residence, program fees paid.

Payments shall be made using the program prices listed in the Price Schedule and the agreed to partnership revenue split, which is currently at 80% Contractor, 20% retained by the Town. In the event a service is requested which is not listed on the Price Schedule, the Contractor and the Town shall negotiate an appropriate unit price for the service prior to Contractor initiating such work.

The Town pays invoices on Net 30 day terms.

### **K. Program Renewal**

The Town may request the Contractor complete an annual Program Proposal Renewal Form to continue providing services for the Town.

## **SECTION II PROPOSAL SUBMITTAL ITEMS**

For this section, Contractors are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Contractors propose to provide and shall be incorporated in the contract award as deemed appropriate by the Town. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection. Responses must include all the items in the order listed below. It is suggested that the Contractors include each of the Town's questions with their response immediately following the question. The Town of Superior shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

### **A. Cover Letter / Executive Summary**

The Executive Summary should highlight the content of the proposal and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm. Indicate your availability to participate in the interviews/demonstrations on the proposed dates as stated in the Schedule section.

### **B. Contractor Information**

1. Describe the Contractor's business and background
2. Number of years in the business under the same business name
3. An overview of services offered and qualifications

4. Location(s) of offices. If multiple, please identify which shall be the primary for our account.
5. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s). Complete Section V, Contractor Statement.

### **C. Scope of Proposal**

1. Provide a detailed narrative of the services proposed if awarded the contract per the scope above. The narrative should include any options that may be beneficial for the Town to consider.
2. Describe your customer service philosophy and how you measure, deliver and guarantee professional and courteous service to partners, clients and participants. Include how you achieve seamless communication through multiple channels effectively.
3. Identify what portion of work, if any, may be subcontracted.

### **D. Firm Capability**

Provide relevant information regarding previous experience related to this or similar Projects, to include the following:

1. References (current contact name, current telephone number and email address) from at least three similar projects with similar requirements that have been completed within the past five (5) years and that have involved the staff proposed to work on this project. Provide a description of the work performed. The Contractor authorizes the Town to verify any and all information contained in the Contractor's submittal from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.

### **E. Assigned Personnel & Availability**

1. List of Personnel: This list should include the identification of the contact person with primary responsibility for this Agreement, the personnel proposed for this Agreement, and any supervisory personnel, including partners and/or sub consultants, and their individual areas of responsibility.
2. Describe your strategy in light of the availability of personnel to ensure schedules are met in light of any other commitments your firm may have. Are other qualified personnel available to assist in meeting the schedule if required?

### **F. Cost and Work Hours**

In your response to this proposal, please propose a:

1. Cost by program and options for revenue sharing/percentage with the Town.

### **G. Additional Information**

Provide any information that distinguishes Contractor from its competition and any additional information applicable to this RFP that might be valuable in assessing Contractor's proposal.

Explain any concerns Contractor may have in maintaining objectivity in recommending the best solution. All potential conflicts of interest must be disclosed.

### **SECTION III REVIEW AND ASSESSMENT CRITERIA**

#### **A. Proposal and Interview Criteria**

Contractors shall be evaluated on the following criteria. These criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the Town, interviews of the top-rated Contractors may be conducted. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

**QUALIFICATION:** Scope of Proposal/Deliverables

**STANDARD:** Does the proposal address all elements of the RFP? Does the proposal show an understanding of program and customer service objectives? Does the proposal demonstrate cooperativeness to communicate and partner with clients and participants and to maintain a professional and courteous demeanor at all times? Are there any exceptions to the Code of Conduct, Scope of Services or Agreement?

**QUALIFICATION:** Assigned Personnel & Availability

**STANDARD:** Does the individual/firm who will be working on the project have the necessary skills and qualifications? Does the individual/firm have the requisite skills and qualifications assigned to the project? Can the individual/firm meet the schedule in the scope of services? Are other qualified personnel available to assist in meeting the program schedule if required?

**QUALIFICATION:** Cost and Work Hours

**STANDARD:** Does the proposal include proposed fees and cost share information? Are the fee and cost share amounts reasonable and in line with market and historical numbers for comparable services?

**QUALIFICATION:** Firm Capability

**STANDARD:** Does the individual/firm have the resources, capacity and support capabilities required to successfully meet service schedules? Has the individual/firm successfully completed previous projects of this type and scope?

#### **B. Reference Evaluation Criteria**

Prior to award, the Recreation Manager will check references using the following criteria. Negative responses from references may impact the award determination.

**CRITERIA:** Overall Performance

**STANDARD QUESTION:** Would you hire this Service Provider again? Did they show the skills required by this project?

CRITERIA: Timetable

STANDARD QUESTION: Was the original Scope of Services completed within the specified time? Were interim deadlines met in a timely manner?

CRITERIA: Completeness

STANDARD QUESTION: Was the Service Provider responsive to client needs; did the Service Provider anticipate problems? Were problems solved quickly and effectively?

CRITERIA: Budget

STANDARD QUESTION: Was the original Scope of Services completed within the project budget?

CRITERIA: Job Knowledge

STANDARD QUESTION: Were problems corrected quickly and effectively?

**SECTION IV  
CONTRACTOR STATEMENT**

Contractor hereby acknowledges receipt of the Town of Superior Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP. Additionally, Contractor hereby makes the following representations to the Town:

- a. All of the statements and representations made in this proposal are true to the best of the Contractor's knowledge and belief.
- b. Contractor commits that it is able to meet the terms provided in this proposal.
- c. Contractor acknowledges receipt of and commits to abide by the Code of Conduct (Section VI of the RFP).
- d. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- e. Contractor further agrees that the method of award is acceptable.
- f. Contractor also agrees to complete the proposed Agreement with the Town of Superior within 30 days of notice of award. If contract is not completed and signed within 30 days, the Town reserves the right to cancel and award to the next highest rated firm.
- g. Contractor acknowledge receipt of addenda.

Firm Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of Authorized Agent of Firm: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Primary Contact for Project: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

**NOTE: CONTRACTOR STATEMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.**

## **SECTION V CODE OF CONDUCT**

### **Code of Conduct**

Good sportsmanship is vital to maintaining the appropriate recreational atmosphere of the Town of Superior. All participants, contractors and spectators are expected to conduct themselves in a civil and sporting manner at all times- before, during and after programs. Behavior that promotes intolerance or prejudice, degrades any racial, ethnic, gender or religious group, infers an explicit sexual reference or promotes destructive behavior is considered disrespectful to the Town of Superior and its citizens, and shall be addressed and handled accordingly.

The Town of Superior has a zero tolerance rule for foul language and taunting. Any participant using any type of foul language or taunting (including any inappropriate gestures) shall be removed from the facility. Ejections and suspensions are at the discretion of the supervisors and Recreation staff.

No participant before, during or after programs or events shall:

1. Physically attack any other participant or any Town staff person. This includes but is not limited to striking, shoving, kicking or otherwise touching or subjecting another person to physical contact in a threatening or alarming manner.
2. Refuse to abide by a staff members decision and/or contest such decision in an unsportsmanlike manner.
3. Use obscene language or gestures, harassing, insulting, taunting, or challenging language, racial, ethnic or sexual slurs, or unsportsmanlike demonstrations of dissent concerning an official's or staff member decision.
4. Violate the Town of Superior smoking, open container ordinance, other state or local alcohol or drug laws while at the programming venue; nor shall a participant enter the venue while under the influence of drugs or alcohol.
5. Display other unsportsmanlike conduct while at a Town facility.

## SECTION VI

### SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_, CO \_\_\_\_\_ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **I. SCOPE OF SERVICES**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

#### **II. TERM AND TERMINATION**

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

#### **III. COMPENSATION**

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$ \_\_\_\_\_. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

#### **IV. PROFESSIONAL RESPONSIBILITY**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

#### **V. OWNERSHIP**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

#### **VI. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## **VII. INSURANCE**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's

liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. MISCELLANEOUS**

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no

way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF SUPERIOR, COLORADO**

\_\_\_\_\_  
Leslie Clark, Director of Parks, Recreation & Open Space

ATTEST:

\_\_\_\_\_  
Lydia Yecke, Town Clerk

**CONTRACTOR**

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

( S E A L )

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Program. Contractor shall provide oversight and instruction for all spring, summer and fall Junior and Adult Tennis classes, including but not limited to all of the following:
  - a. Recreational Junior Tennis:
    - i. Classes by age group (Ages 4-18)
    - ii. Camps and Tournaments (All Ages)
    - iii. Private Instruction
  - b. Competitive Junior Tennis:
    - i. CARA Tennis League (Ages 8-18)
    - ii. USTA Tennis League (Ages 10-18)
    - iii. Private Instruction
  - c. Adult Tennis:
    - i. Adult Intro and Advanced (Ages 18 and Up)
    - ii. Cardio Tennis (Ages 15 and Up)
    - iii. Adult Mixers, Tournaments and Special Events
    - iv. Private Instruction
  
2. Facility Use and Equipment. All Junior and Adult Tennis classes shall be held at the North Pool Tennis Courts, 1650 South Indiana Street, with 3 of the courts having priority use for these programs. Court 1 shall have priority use for private lessons. The Town shall provide Contractor with access to on-site equipment, and shall issue Contractor a combination code or key for entry into the Town's tennis shed.
  
3. Registration. The Town's Department of Parks, Recreation and Open Space shall register participants for all Junior and Adult Tennis classes and shall collect all program fees at [www.superiorrec.com](http://www.superiorrec.com). The minimum and maximum number of participants for all Junior and Adult Tennis classes shall be established by the Town, with input from Contractor, subject to all applicable public health orders.
  
4. Fee Schedule. The fees for all Junior and Adult Tennis classes shall be set by Contractor and agreed to by both Parties.
  
5. Compensation. Contractor shall receive 80% of the revenue received by the Town for all Junior and Adult Tennis classes and the Town shall retain 20% of such revenue.
  
6. Payment. Contractor shall submit an invoice monthly to the Parks, Recreation and Open Space Department. The Town shall remit payment to Contractor within 30 days of receipt of the invoice. Contractor shall be responsible for adjusting invoices due to class cancellations and participant refunds.
  
7. Additional Classes. The Parties may agree that Contractor will provide additional classes, events or camps, provided that the dates and times are agreed to by both Parties.
  
8. Concussion Act Compliance. Contractor shall at all times comply with the Jake Snakenberg Junior Concussion Act, C.R.S. § 25-43-101, *et seq.* (the "Concussion Act").

9. Training. Contractor shall conduct pre-employment background checks of all employees and shall require that all employees complete a mandatory training addressing sexual abuse awareness and prevention.

## NO EMPLOYEE AFFIDAVIT

*[To be completed only if Contractor has no employees]*

### 1. Check and complete one:

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

### 2. Check one.

I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

*[To be completed only if Contractor participates in the  
Department of Labor Lawful Presence Verification Program]*

I, \_\_\_\_\_, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

( S E A L )

\_\_\_\_\_  
Notary Public

