

**RESOLUTION APPROVING THE LEASE OF
JOE WHITE TENNIS CENTER TO FLEX TENNIS, LLC**

WHEREAS, in March of 2008, the City entered into a five year agreement with the option to extend for an additional five years with The Randy Pate Tennis Academy, Inc. for management of the Joe White Tennis Center and the tennis programs for the City; and

WHEREAS, during the period, The Randy Pate Tennis Academy paid a monthly fee of \$1,800 and directed and publicized the City's total tennis instructional program; and

WHEREAS, in January 2018 Randy Pate Tennis Academy, Inc. chose not to extend their monthly term; and

WHEREAS, the City negotiated a contract with Tennis for Life, LLC to organize, direct, and publicize the City's total tennis instructional program; and

WHEREAS, in March 2018, the City entered into a nine month contract with Tennis for Life, LLC to maintain services at the Joe White Tennis Center; and

WHEREAS, during the period, Tennis For Life, LLC paid a monthly fee of \$600 and directed and publicized the City's total tennis instructional program; and

WHEREAS, the City-County Purchasing Department advertised a Request for Proposals (RFP) on August 9, 2018, to provide management services of the Joe White Tennis Center. The objective of the RFP was to identify and select a provider to provide full organization, administration, management and supervision of a tennis pro shop, schedule tennis programs and tournaments at JWTC, Bolton, Central, Miller Park, Parkland, Oak Summit, Shaffner tennis courts, and provide annual court resurfacing; and

WHEREAS, on September 7, 2018, the City received proposals from Flex Tennis, LLC (Winston-Salem, NC) and Speicher Performance Tennis, LLC (Charlotte, NC); and

WHEREAS, an evaluation panel of City staff reviewed the proposals received to select the one most qualified to meet the requirements of the RFP, according to the following criteria: M/WBE commitment, distance from Winston-Salem, qualifications and experience, fee and payment confidence, programming and tournament abilities, proposed court maintenance, and quality of proposal; and

WHEREAS, the evaluation panel assigned the highest score to Flex Tennis, LLC based on qualifications and experience, fee and payment confidence, programming and tournament abilities, proposed court maintenance, and quality of proposal; and

WHEREAS, Flex Tennis, LLC proposal would provide a monthly lease payment of \$2,000 with the initial contract term for five years beginning January 1, 2019 and ending on December 31, 2024; and

WHEREAS, on November 6, 2018, City staff presented their recommendation to the Recreation and Parks Commission for review and consideration. The Commission recommended approval of a contract with Flex Tennis, LLC by the Mayor and City Council; and

WHEREAS, it is the recommendation of the Finance Committee that the contract for management services be awarded to Flex Tennis, LLC for an initial contract term of five years, beginning January 1, 2019 and ending on December 31, 2023, with the option to extend the contract for another term of five years beginning January 1, 2024, and ending on December 31, 2028, provided both parties are in agreement and funds are made available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Winston-Salem that the contract for management services of Joe White Tennis Center be awarded to Flex Tennis, LLC for an initial contract term of five years, beginning January 1, 2019 and ending on December 31, 2023, with the option to extend the contract for another term of five

years beginning January 1, 2024, and ending on December 31, 2028, provided both parties are in agreement and funds are made available for this purpose.

BE IT FURTHER RESOLVED that the City Manager and City Secretary are hereby authorized to execute the contract on behalf of the City with contract forms to be approved by the City Attorney.

BE IT FURTHER RESOLVED that the award of this contract constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the contract until the contract is duly executed by the City.