

**CITY OF GAINESVILLE
CONTRACT FOR
PROFESSIONAL TENNIS SERVICES**

This AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2005 between the CITY OF GAINESVILLE, "CITY", and MIKE ORANSKY TENNIS, INC, ("CONTRACTOR").

WHEREAS, CITY is desirous of utilizing CONTRACTOR to provide professional tennis services; and

WHEREAS, CONTRACTOR is willing and capable to perform such services.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide professional tennis services as provided for in the following enumerated specifications and Documents ("Contract Documents"), which are referenced hereto and made a part hereof as if fully contained herein:

- City of Gainesville Request for Proposal # RECX060001-RR dated June 16, 2005
- Addendum # 1 dated June 22, 2005
- Proposal of Mike Oransky Tennis, Inc. dated, July 1, 2005, including Attachment A, dated July 3, 2005, and Attachment B.
- Exhibit A to Proposal of Mike Oransky Tennis, Inc. dated August 4, 2005.
- Revised Exhibit A to Proposal of Mike Oransky Tennis, Inc. dated September 16, 2005

In the event of conflict, the order of precedence from high to low shall be this Agreement, RFP # RECX060001-RR, Addendum # 1, Exhibit A, Revised Exhibit A and the proposal of Mike Oransky Tennis, Inc. including Attachments A and B.

II. TERM

The term of the contract will commence upon final execution and will continue for three (3) years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City, may at its option, negotiate and extend the contract for two (2) additional years. Yearly payment or price changes shall be consistent with Section J. Any other negotiated price change shall become effective upon execution of the extension. The Contractor shall provide documentation for any price increase associated with this agreement and shall not exceed the Consumer Price Index (CPI) during the past twelve months.

III. COMPENSATION/ PAYMENT

Payments/ Compensation to City:

The Contractor shall pay the City, at a minimum, a guaranteed flat fee of \$15,000.00 per year (\$1,250.00 per month).

Salaries and Expenses:

Contractor shall be responsible for all payroll functions and financial obligations to Contractor's staff, independent contractors, and vendors.

IV. EVENT OF DEFAULT

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the contractor unless waived by the City:

- a. The abandonment of a facility or facilities by the contractor.
- b. The failure by the contractor to make any payment of contractor's fees and charges or any other payment required to be made by the contractor under this Agreement, within ten (10) business days after written notice thereof by the City.
- c. The failure of the contractor to observe or perform any of the covenants, conditions, obligations or provisions of this Agreement to be observed or performed by the contractor.
- d. The making by any contractor of any general assignment or general arrangement for the benefit of creditors; the filing by or against the contractor of a petition to have the contractor adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy; other than in connection with remedies exercised by a Mortgagee, the appointment of a trustee or receiver to take possession of substantially all of the contractor's assets located at covered tennis facilities or of contractor's interest in this Agreement, where possession is not restored to the contractor within 120 days; or the attachment, execution, or other judicial seizure or substantially all of the contractor's assets located at the covered tennis facilities or of the contractor's interests in this Agreement, where such seizure is not discharged within 120 days.
- e. Upon the occurrence of an event of default by the contractor, the City may, at its option, exercise any one or more of the rights and remedies available to redress such default, consecutively or concurrently, including the following:
 - 1) Following re-entry, the City shall have the right to recover from the contractor all unpaid contractor fees for the period prior to re-entry; the City may recover all back fees and shall have the right to cure any non-monetary default.
 - 2) The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no

election to pursue one remedy shall preclude resort to another consistent remedy.

- 3) No other action of the City to invoke default, other than express written notice of termination pursuant to the above provisions shall terminate this Agreement on behalf of the City.
- f. The failure of the City to perform any of the covenants, conditions, obligations, or provisions of this Agreement to be observed or performed by the City shall constitute a material default and breach of this Agreement by the City unless waived by the contractor.
- g. Upon the occurrence of an event of default by the City, the contractor may, at its option, exercise any one or more of the rights and remedies available to redress such default, consecutively or concurrently, including the following:
 - 1) The contractor's obligations under the terms of this Agreement are terminated
 - 2) The foregoing remedy shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy.
 - 3) No other action of the contractor to invoke default, other than express written termination pursuant to the above provisions, shall terminate this Agreement on behalf of the Contractor.

Any other failure to perform any responsibility under this AGREEMENT, not enumerated above but which places the non-performing party in default shall be resolved as follows: upon written notice by the non-defaulting party, the party in default shall have ten (10) days to correct the default. If the default is not corrected, this AGREEMENT may be terminated at the option of the non-defaulting party.

V. TERMINATION

The contract will allow for termination by either party without cause upon 120 days prior written notice to the other party. In the event of termination, the Contractor will be required to provide any revenues owed to the City per the terms of the contract for services rendered up to and including the day of termination.

VI. INDEPENDENT CONTRACTOR

The successful Proposer will be considered an independent contractor and not a City employee and shall receive no benefits normally provided to City employees. Accordingly, it will be the successful Proposer's responsibility to provide for social security payments, worker's compensation, health insurance and any other benefits, including those for any subcontractors or employees.

VII. INDEMNIFICATION

The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

VIII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28 Florida Statutes.

IX. TIMELINESS

The CITY and CONTRACTOR further agree time is of the essence in performance of work and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a consultant performing these duties.

X. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

XI. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:

CITY:
Jeff Moffitt
Recreation & Parks Dept.
P O Box 490, Station 24
Gainesville, FL 32602
352-334-5067

CONTRACTOR:
Mike Oransky
Mike Oransky Tennis
8907 SW 42nd PL
Gainesville, FL 32608
352-336-0846

XII. ENTIRE AGREEMENT

This AGREEMENT and all other "contract documents" constitutes the entire AGREEMENT between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

CITY OF GAINESVILLE

MIKE ORANSKY TENNIS, INC.

Russ Blackburn
City Manager

Mike Oransky
Printed name: Mike Oransky
Title: Director

WITNESS:

WITNESS:
Connie Whitney
Account Clerk

Approved as to form and legality:

Dana Crosby, Assistant City Attorney

September 16, 2005

Revised Exhibit A

Revised Addendum To Tennis Proposal

This letter is to confirm that Mike Oransky Tennis has agreed to the following change for the Tennis Pro proposal RFP #RECX060001-RR with the City of Gainesville Recreation Department.

I am offering the City Recreation Department a guaranteed flat fee of \$15,000 per year.

Duration of lease: Three year initial contract with a two year renewal.

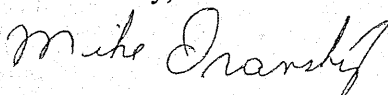
Court Fees (Westside Only)		
	Tennis	Racquetball
Per Player Fees	\$2.00	\$0.75

Tennis Pass Program

(And Racquetball Pass)
Semi-annual: Valid for six months

	Tennis	Racquetball
Jr. Pass	\$60.00	\$30.00
Single Adult	\$95.00	\$39.00
Couple	\$115.00	\$50.00
Family	\$140.00	\$62.00

Sincerely,



Mike Oransky