

**DRAFT CONTRACT FOR OPERATING THE JOYCE ORANSKY TENNIS CENTER AND
PRO SHOP AND FOR PROVIDING TENNIS LESSONS AT CITY OF GAINESVILLE
TENNIS FACILITIES**

THIS CONTRACT is entered into this _____ day of _____ 2016, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and Jonesville Tennis, LLC dba Gainesville Tennis (“CONTRACTOR”).

WHEREAS the City desires to contract with CONTRACTOR to operate the Joyce Oransky Tennis Center and Pro Shop located at the Albert “Ray” Massey Westside Recreation Center (Westside Park), 1001 N.W. 34th Street, Gainesville, Florida 32605, and to provide tennis lessons at the Gainesville tennis facilities. The scope of the maintenance, operations, and services obligations in this Agreement shall only apply to the Joyce Oransky Tennis Center, TB McPherson Tennis Courts, Northside Park Tennis Courts, and Northeast Park Tennis Courts, and does not include any other City park or facility.

NOW THEREFORE the parties in consideration of the mutual covenants recited below agree as follow:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached and made a part of this Contract:

This Contract
Request for Proposal dated August 10, 2016 RFP No. RECX170001-DH
Addendum No. 1 dated August 10, 2016
RFP Proposal Form from Jonesville Tennis, LLC, dated July 22, 2016

Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The contract period shall commence on November 3, 2016 and continue through for three (3) years, subject to funding in subsequent years. However, upon satisfactory and faithful performance of this contract by the CONTRACTOR, the parties may agree to extend the term of this contract for two (2) additional one-year periods.

3. CONTRACTOR shall pay CITY \$2,200 per month for each year of this Contract, increased automatically on October 1st of each year for the Consumer Price Index (CPI) as measured in the prior month of June, which payment is inclusive of the 10% Master Plan surcharge authorized by Section 18-23. Payments shall be made within twenty (20) business days after the end of each calendar month.

4. This Agreement shall not cover any other City park or facility or any other activity there except those listed in this Agreement. The Contractor shall have the sole and exclusive right for the sale, rental, and repair of tennis equipment and related merchandise, the operation of food and drink concessions, rental of tennis courts, sale of tennis passes and memberships, and the giving and supervision of tennis lessons, clinics, team coaching and other tournaments, programs and services at city tennis facilities, and shall be entitled to keep revenues it earns from tennis operations at the Center and the other tennis facilities of the CITY that are the subject of this Contract. However, all fees must be approved by the CITY in advance. All installations of fixtures and structural modifications must be approved by the CITY in advance.

5. CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

6. This Contract shall be interpreted in accordance with the laws of the State of Florida. In the event of any legal proceedings arising from or related to the Contract, venue for such proceeding shall be in Alachua County, Florida.

7. Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

8. Notice from either party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, City and Contractor representatives are:

City: Shannon Keleher, Recreation Manager
Parks Recreation & Cultural Affairs Department
302 NE 6th Avenue
Gainesville, FL 32601

Contractor: David Porter
Jonesville Tennis, LLC, dba Gainesville Tennis
3229 NW 24th Avenue
Gainesville, FL 32605

9. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties. Any amendments shall be agreed upon in writing and signed by both parties.

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IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

WITNESS:

JONESVILLE TENNIS, LLC dba
GAINESVILLE TENNIS

Title: _____

Title: _____

WITNESS:

CITY OF GAINESVILLE

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY