

RESOLUTION NO. 82-138


A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT BETWEEN THE CITY OF KEY WEST,
FLORIDA AND PAUL W. FINDLAY

BE IT RESOLVED by the City Commission of the City of
Key West, Florida, as follows:

That the attached Agreement by and between the City of
Key West, Florida, and Paul W. Findlaybe and the same is hereby
approved, and the Mayor of the City of Key West, Florida, be, and
he is hereby authorized, empowered and directed to execute the said
Agreement for and on behalf of the City of Key West, and the City
Clerk of said City be and she is hereby authorized, empowered,
and directed to attest his signature of the said Mayor on the said
Agreement and affix the Seal of the City thereto. The execution
of said Agreement is hereby directed to be made in as many counter-
parts as may be desired or necessary.

This Resolution shall go into effect immediately upon
its passage and adoption and authentication by the signatures of
the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting
held this 6th day of December, 1982.


Dennis J. Wardlow, Mayor

ATTEST:

AGREEMENT

THIS AGREEMENT made and entered into between the City of Key West, Florida, a municipal corporation (hereinafter called the "City"), and Paul W. Findlay (hereinafter called the "Professional"):

WHEREAS, the City recognizes the need for a tennis professional to provide instruction at Bayview Park; and

WHEREAS, Paul W. Findlay desires to provide tennis lessons to the public at said location for a charge;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows;

1. The Professional shall supervise the tennis courts and pro shop at Bayview Park and shall provide all maintenance of same.

2. The City shall pay to the Professional the sum of \$150.00 per week for said supervision and maintenance. The City shall collect all revenues for tennis lessons given at Bayview Park by the Professional and all receipts of the pro shop for goods sold. The City shall be entitled to 10% of said amounts and the Professional shall be entitled to 90%. All money retained by the City shall be deposited in the Bayview Park Improvements Fund.

3. The Professional shall pay all wages and salaries of his employees together with workmen's compensation insurance.

4. The Professional shall cooperate with the City in establishing rules and regulations involving tennis play, and the use of said courts at Bayview Park, and establishing hours the courts will be lighted for night play and assuming the responsibility for turning the lights out.

5. The City allows the Professional to make City authorized site improvements at Bayview Tennis Courts whether by professional activity or by privately solicited donations.


renewed for successive one (1) year terms unless either party notifies the other of termination at least thirty (30) days prior to the expiration of that term by certified mail.

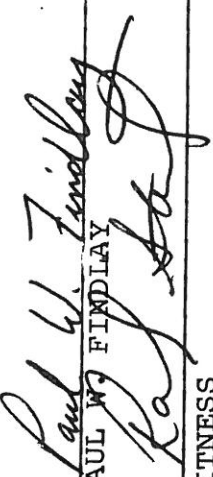
Dated: December 7, 1982

THE CITY OF KEY WEST, FLORIDA

ATTEST:

JOSEPHINE PARKER, CITY CLERK


DENNIS J. WARDLOW, MAYOR


PAUL W. FINDLAY
WITNESS

Dated: December 8, 1982

*Subject to Amendment to Paragraph 2
Per City Manager. J
Should be \$150⁰⁰ per week.
Amended 12-20-82.*