



**ADDENDUM 1:
RFP # 006-11 TENNIS PROFESSIONAL SERVICES**

To all general contract bidders of record on the Work titled:

**TENNIS PROFESSIONAL SERVICES
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the RFP #006-11 package for clarification of certain matters of both a general and a technical nature. The referenced RFP package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Thank you all for your interest in the Request for Proposal for Tennis Professional Services.

I would like to clarify a recurring question. The City of Key West is asking interested parties to submit a proposal similar to a concession agreement for the management of the tennis courts and retail space. Your proposals would tell us what you would want to do with the space.

The current agreement (see attached) has the City of Key West paying the tennis professional an annual \$7,800 for court supervision and maintenance. The tennis pro in turn pays the City 10% of revenues from lessons and pro shop sales.

Based on revenues submitted:

The tennis pro made approximately \$47,000 in FY 2010 and \$52,000 in FY 2009.

I am awaiting more information. I should have more information next week.

One point I have to make...In order for the City of Key West to evaluate your proposal, you must attend the mandatory prebid meeting in Key West on July 13, 2011 at your cost.

END OF ADDENDUM No. 1

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature Name of Business

RESOLUTION NO. 82-138

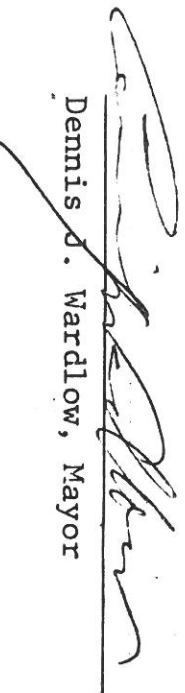
A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT BETWEEN THE CITY OF KEY WEST,
FLORIDA AND PAUL W. FINDLAY

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

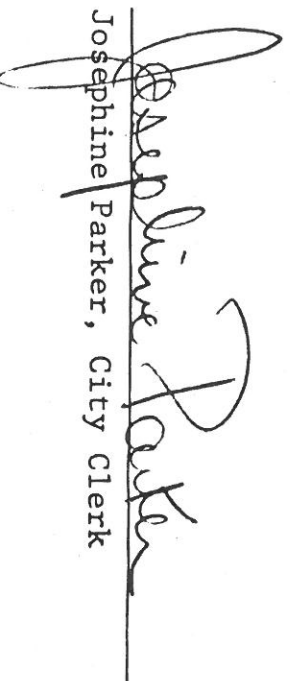
That the attached Agreement by and between the City of
Key West, Florida, and Paul W. Findlaybe and the same is hereby
approved, and the Mayor of the City of Key West, Florida, be, and
he is hereby authorized, empowered and directed to execute the said
Agreement for and on behalf of the City of Key West, 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 D. Wardlow, Mayor

ATTEST:


Josephine Parker, City Clerk

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} ~~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. Private donations may be recognized by on site recognition. Improvements provided by the Professional are the property of the City.

6. This agreement shall be for a period of one (1) year from the date hereof. The agreement shall automatically be

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


DENNIS J. WARDLOW, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

Dated: December 8, 1982


PAUL W. FINDLAY

WITNESS

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