



SMALL TOWN, BIG BEACH

Memorandum

Date: February 11, 2016
To: Mayor Craft
City Council
From: Grant Brown & Nicole Ard 
Cc: Steve Griffin
Subject: Request to modify tennis agreement with Tomas Catar

BACKGROUND: For the last year the City of Gulf Shores has utilized Tomas Catar as a Professional Tennis Instructor franchisee at the Tennis Center. His service has become an essential part of our program and is actively enhancing our community quality of life by offering active, healthy tennis activities for all. We have reformatted the original agreement to better define individual responsibilities and procedure.

RECOMMENDATION: Modify existing agreement with Tomas Catar relative to tennis tournaments. The recommended changes define parameters for scheduling tournaments, shift the financial responsibilities related to tournament expenses to the contractor and allows the contractor to retain all net earnings from the tournaments approved by the City.

PREVIOUS COUNCIL ACTION: Council last approved a 2015 agreement on April 13, 2015.

BUDGET IMPLICATIONS: None

ATTACHMENTS: 2015 Agreement with proposed changes redlined between Tomas Catar and the City of Gulf Shores

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Nicole Ard, Recreation Manager

TENNIS INSTRUCTOR AGREEMENT

THIS AGREEMENT, by and between the City of Gulf Shores, Alabama, a municipal corporation hereinafter referred to as the "City," and Tomas Catar, referred to as "Contractor," witnesseth:

WHEREAS, The City desires to make available to its citizens the availability of professional **TENNIS** lessons, such instruction to be performed at the George C. Meyer Tennis Center (GCMTC); and,

WHEREAS, The Contractor is a certified **USPTA** or **USPTR**, Tennis Instructor; and,

WHEREAS, the present staff is insufficient to meet the demands of the public; and,

WHEREAS, the services of a professional tennis instructor requires an individual possessing a high degree of professional skill where the personality of the individual plays a decisive part;

Now therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. The Contractor shall provide **TENNIS** instruction to the general public at the GCMTC.
2. Contractor shall advise the Tennis Coordinator of the materials and equipment believed required for the proper maintenance of the facilities and grounds, and such materials and equipment as are determined by the Tennis Coordinator to be required will be made available to Contractor at the expense of the City.
3. The Contractor shall report directly to the Tennis Coordinator. Contractor will work with the Tennis Coordinator in establishing programs and community activities that will involve residents of all ages and abilities, and shall work with the Community Tennis Association and local School System to develop and implement a full plan to promote the game of tennis for the benefit of all residents of the area.
4. The Contractor shall work with the Tennis Coordinator to help implement and oversee a tennis instructional program for all age groups, and shall help facilitate and coordinate league and competitive play throughout the City.
5. The Contractor shall be granted the use of hard courts 7 and 8 or soft courts 1 and 2 generally. The exception of tournament play with advance notice of a minimum of 14 days shall supersede all use of said courts. Alternate courts will be made available unless tournament requires all courts to be used. Tournament play shall supersede all lesson activity. Specifically, soft courts 5 and 6 shall be only used for lessons with scheduled approval by Tennis Coordinator.
6. The Contractor shall develop and execute a minimum of four (4) sessions of summer Tennis Camps. The Contractor shall conduct a monthly "Grow the Game" clinic at no charge to the participants. The dates and times of this monthly clinic shall be scheduled and mutually agreed upon with the City of Gulf Shores.
7. All fees associated with ~~Tournaments, Camps~~, Events, Clinics, Lessons, Programs, Stringing and other services held and provided by Contractor will be collected by the City of Gulf Shores with the Contractor receiving 85% and City receiving 15%.

8. The Contractor shall be allowed to hold tournaments with approval by the City of Gulf Shores. Tournament applications should be submitted no later than 3 months before requested date. The Contractor will be responsible for all tournament-related expenses and will retain all earnings. The City will provide a desk attendant for the duration of all approved tournaments. The City will also provide a grounds maintenance worker daily to prepare courts and grounds before tournament.
9. The Contractor shall be paid twice monthly in accordance with the City's check printing cycle.
10. The Contractor will turn in his Lesson Money hourly to be deposited with the daily cash register deposit. The price of the lesson per person shall be:

	1 hour	2 hours
1 Player	48	96
2 Players	28	56
3 Players	18	36
4 Players	16	30
5 Players	14	25
6 Players	12	20
7 Players	10	20
8 Players	10	20
9 Players	10	20
10 Players	10	20
11 Players	10	20
12 Players	10	20

11. All lesson payments must be made at the Tennis Center Front Desk directly by the client/s on or before the date of lesson. The Contractor must provide his own equipment, specifically tennis balls and racquets, for all his lessons.
12. The Contractor shall provide a racquet stringer and supplies to re-string racquets with Contractor receiving 85% and City receiving 15%. Contractor will be identified as a recommended stringer for the George C. Meyer Tennis Center.
13. The Contractor shall indemnify and hold the City harmless from any claims of liability for injury or damages of any kinds whatsoever sustained by Contractor or by any other person, arising directly or indirectly during the course of Contractor's performance under the Agreement. Contractor shall provide the City of Gulf Shores with a certificate of insurance demonstrating that Contractor is maintaining general liability insurance coverage, with the City named as an additional insured as its interests may appear, and with minimum coverage limits of \$100,000 per person and \$300,000 per occurrence.
14. The Contractor shall acquire and maintain an annual business license with the City.
15. The Contractor may use the Gulf Shores Brand Identity/Logo on promotional materials with prior approval with a minimum of ~~one week~~ two weeks required for review and approval from the City of Gulf Shores.
16. The Contractor shall act as an independent contractor rather than as an employee of the City, and shall not be entitled to benefits or coverage afforded by the City to its employees.

- 17. The Contractor shall at all times act in in the best interest of the City. All services to be provided under this Agreement by Contractor are personal services to be performed only by Contractor, and Contractor's rights and obligations hereunder may not be assigned or subcontracted in whole or in part.
- 18. This Agreement shall remain in full force and effect for one (1) year from the date of the signing of this contract. Either party may elect to terminate this Agreement at any time, with or without cause, effective upon thirty (30) days prior written notice. Notice shall be deemed delivered when physically received or, in the case of notice mailed to the parties at the addresses specified below, when deposited in the U.S. mail, properly addressed, first class postage prepaid.
- 19. Modifications to this agreement may be made only in a writing executed by both parties. .

IN WITNESS WHEREOF, the parties have here unto set their hands and seal this _____
Day of _____, 20____.

CITY OF GULF SHORES, ALABAMA

Robert Craft, Mayor

ATTEST:

Mailing Address:
P.O. Box 299
Gulf Shores, AL 36547

CONTRACTOR

Mailing Address:
