

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 7G  
DATE 1/23/12

Meeting Date: January 23, 2012

Public Hearing \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motion X

Item: #20030051, Tennis Professional, Contract Renewal, Keith Hubbard, extending/amending contract.

Recommended Action:

Approval to renew the Contract with Keith D. Hubbard in accordance with SECTION XVI RENEWAL OPTION, to provide tennis professional services required in this contract for the amended period of three (3) years, 12/31/11 through 12/30/14, at the following compensation schedule and allow for a tennis event fee to be developed and administered by tennis professional and approved by City:

	<u>Professional</u>	<u>City</u>
Three (3) year extension	92%	8%

Vendor/Contractor has indicated that they do have a Drug-Free Workplace Program in place.

Exhibits: Department E-Mail attached [x] yes [ ] no

Copy of Renewal Document with amended term and revenue schedules.

Summary Explanation/Background Information:

The need for the above is to amend "Time of Performance" term to include period 12/31/11 through 12/30/2014, a three (3) year term with renewals negotiated and extended thereafter with all parties in agreement **and** to set up a "Compensation Schedule" for the renewal term, as stated in Contract Renewal Form and approved by the Park & Recreation Department. **Also** addressed in renewal document is tennis event fee and Tennis Professional's responsibilities.

Contract renewal with compensation schedule.

Revenue was budgeted.

Not an expense to City - Revenue

Director of OMB concurs with award: 

City Manager concurs with award: 

Submitted by: Sherman Conrad  
Title: P & R Director

Date Submitted: 1/12/2012

**RECEIVED**

JAN 12 2012

City Manager's Office

## Lisa Lawrence

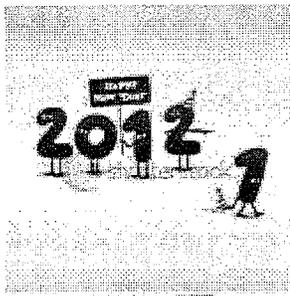
---

**From:** Sherman Conrad  
**Sent:** Tuesday, January 10, 2012 9:59 AM  
**To:** Lisa Lawrence  
**Cc:** Jay Liss; Judy Creswell; Patricia Roberts  
**Subject:** RE: Tennis Professional

Approved.

---

**From:** Lisa Lawrence  
**Sent:** Tuesday, January 10, 2012 8:41 AM  
**To:** Sherman Conrad  
**Cc:** Jay Liss; Judy Creswell  
**Subject:** Tennis Professional



*Good morning –*

*Attached is the Agenda Item for the tennis professional, Keith Hunbbard, contract renewal. Please forward your approval to me.*

*Thank you,*

*Lisa Marie Lawrence,  
Contract Specialist  
Office of Management & Budget  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Building "A"- Suite #390  
Port St. Lucie, Fl 34984  
(o) 772-871-5222  
(f) 772-871-7337  
[llawrence@cityofpsl.com](mailto:llawrence@cityofpsl.com)*

# CONTRACT RENEWAL FORM

Date: 12/27/2011

Contract # 20030051

Contract Title: Tennis Professional

Contractor's Name: Keith D. Hubbard

Current Expiration: 12/30/2011

Revised Expiration: 12/30/2014

The above contract is hereby amended and extended as follows:

As a result of the Contractor's acceptance to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract became effective December 31, 2011.

1. The contract "Time of Performance" is extended to include the period 12/31/11 through 12/30/2014, a three (3) year term with renewals negotiated and extended thereafter if all parties are in agreement.
2. The Compensation Schedule for revenues generated by the Tennis Professional for the extended (3) years shall be adjusted as follows:

	<u>Professional</u>	<u>City</u>
Three (3) years of extension	92%	8%
3. A tennis event fee will be allowed based on City approval of guidelines for determining what is classified as an event and the amount of said fee. Tennis Professional will be responsible for developing a system for posting events and said system will need City approval before instituting.
4. All other terms and conditions of the original contract and/or Addenda apply.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: \_\_\_\_\_  
Jerry A. Bentrrott, City Manager

ATTEST:

By: \_\_\_\_\_  
Karen A. Phillips, City Clerk

By: Keith D. Hubbard  
Keith D. Hubbard

State of: Florida

County of: St. Lucie

Before me personally appeared: Keith D. Hubbard  
(please print)

Please check one:

Personally known X

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No.: \_\_\_\_\_

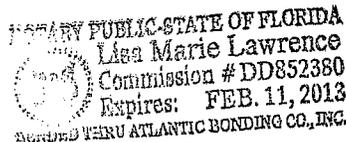
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this 10<sup>th</sup> day of January, 2012.

Lisa Marie Lawrence  
Notary Signature

Notary Public-State of Florida at Large

My Commission Expires: 2/11/2013



(seal)

United States Professional Tennis Association, Inc.

Setting the standard for teaching professionals – That's Who We Are



January 5, 2012

Keith Hubbard  
410 SE Lamon Ln  
Port St Lucie, FL 34983-2216

Dear Keith:

This letter will confirm that the **City of Port St Lucie, A Political Subdivision of the State of Florida, Accts Park & Rec Dept Port St Lucie** has been added as an additional insured to the liability policy that is provided to you as a certified member of the United States Professional Tennis Association. This liability policy covers applicants, certified and certain honorary members in the United States, its territories and Canada.

THE USPTA LIABILITY POLICY INCLUDES \$9 million liability insurance, *while on court*, for bodily injury to others; and for damage to property not in the tennis teacher's care, custody or control. It *does not cover* injury to the tennis teacher, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis teacher's playing, practicing, teaching or officiating in tennis.

This policy does not cover the *additional insured* against any liability that might arise due to its own negligence or act. It simply means that the *additional insured* is covered for any vicarious liability arising from an accident caused by the USPTA member or insured nonmember. If the *additional insured* is held negligent, it could be sued separately and would not be covered by the USPTA member's insurance.

The additional insured fee is *nonrefundable, and is neither prorated nor transferable*. It will cover the additional insured through the term of the policy year. Reapplication must be made by the USPTA member for the additional insured each policy year, since no invoices will be sent as a reminder.

<b>Policy number:</b>	PHPK801956
<b>Effective period:</b>	12/31/11 - 12/31/12
<b>For questions or to report an accident, contact:</b>	USPTA World Headquarters 3535 Briarpark Drive, Suite One Houston, TX 77042 Telephone 713- 978-7782 ext. 110

We have ordered a certificate of insurance and will forward it to you immediately upon receiving it.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Melony DeLoach  
Insurance Department

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

3535 Briarpark Drive, Suite One • Houston, TX 77042

800-877-8248 • 713-978-7782 • 713-978-7780 fax • uspta@uspta.org • uspta.com