

CITY OF SANTA FE
GOLF MANAGEMENT SERVICES AGREEMENT AT
MARTY SANCHEZ LINKS de SANTA FE

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and New Mexico Golf Limited (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Plan, organize, direct and oversee golfer activities at the City's municipal golf course, "Marty Sanchez Links de Santa Fe Golf Course" located at 205 Caja del Rio Road, Santa Fe, NM.

B. Exclusive of turf management, manage all duties related to the operation of the golf course, driving range, pro shop, starter station, clubhouse restrooms, cart barn, and exterior grounds of clubhouse that consist of the patio area and walkway.

C. HOURS OF OPERATION:

(1) Subject to course conditions and inclement weather as determined by the MRC Manager, the golf course shall be open year round inclusive of all holidays (the exception being Christmas Day) from sunrise to sunset.

(2) On those days the course is closed by the City for the entire day due to inclement weather, such as snow, the proshop will remain closed and signage posted for the general public.

D. PERSONNEL:

(1) Staff the facility with a full-time certified class A, PGA golf professional and fulltime and/or part-time skilled or unskilled labor and licensed and/or certified professional personnel who are able to competently perform the duties required.

(2) Determine the number of staff to be hired based on seasonal

needs and activities to be able to provide quality customer service at all times.

(3) Shall, when the Head PGA Pro is not on site, have an alternate person such as an Assistant Head Pro who is both capable and knowledgeable to make decisions and resolve all issues as may be necessary.

(4) Implement a volunteer marshal program to be hired based on seasonal needs & activities, and to be approved by the MRC Manager or his/her designee. Ensure that MSL golf rules are followed, including a steady pace of play and also ensure that customers are paying and to provide quality customer service at all times.

(5) Develop a starter position during the busiest golfing times to ensure payment of patrons and to explain golf rules.

(6) Promptly inform the MRC Manager of any changes in personnel.

E. MANAGEMENT PRACTICES:

(1) Develop written policies and procedures for each area of responsibility, subject to City review and approval, and provide annual training to all employees on these policies and procedures, inclusive of stated performance expectations. Encourage staff to begin or continue education requirements for PGA status.

(2) Quarterly provide training to all employees on the provision of quality customer service. If the City offers such training, Contractor agrees to send staff to scheduled trainings. The Head PGA Pro will hold quarterly meetings with staff to review expectations of Contractor as they pertain to MSL policies and procedures to ensure compliance.

(3) Consistently enforce all Contractor policies and procedures developed to ensure employee compliance.

(4) The Head PGA Pro or Assistant Head Pro will meet on a weekly basis with the MRC Manager or designee and golf course superintendent to discuss pertinent issues and upcoming events or promotions. It shall be incumbent on the Head PGA Pro or Assistant

Head Pro to meet with staff following this meeting to share decisions made or concerns raised by the City.

(5) The Head PGA Pro or Assistant Head Pro will attend quarterly Advisory Subcommittee meetings and provide updated informational reports.

F. ADDITIONAL SERVICES:

(1) Collect and accurately account for applicable revenue including but not limited, to all green fees, cart fees, resident card and user fees, driving range fees and money received from the sale of pro shop merchandise and any other revenue required to be collected by the City.

(2) At the Contractor's own expense, obtain training services necessary for all staff to operate the Point of Sale System using the Point of Sale Software program.

(3) Provide professional instruction to individuals and groups in the sport of playing golf and have exclusive rights to provide all instruction as well as hire part time, qualified instructors.

(4) Provide golf equipment repair services, power and pull cart rentals, golf equipment rentals and vending machines.

(5) At the Contractor's own expense, provide functioning enclosed/caged tractor golf ball picker for use on the driving range.

G. PROGRAM DEVELOPMENT:

(1) Plan and develop activities, golf tournaments and programs for the year with the goal of increasing rounds of golf for all age groups.

(2) Develop promotional programs that, subject to City review and approval, focus on golfing activities for all ages.

(3) Work with the City to develop marketing and advertising programs and plans for the Marty Sanchez Links de Santa Fe.

(4) Develop a specific program which will increase and maintain a loyal local client base.

(5) Work with the City to develop a program that will create promotion of MSLDSF and synergy among the Convention & Visitor's Bureau to increase the out-of-town visitor client base.

H. GOLF CARTS:

(1) Develop a weekly and monthly cleaning schedule for the cart barn, which includes sweeping and washing the floor on a daily basis and ensuring staff are being held accountable for completing this duty.

(2) Ensure that cart staff are adhering to the cleaning standards developed for the daily cleaning of carts.

(3) Develop preventive maintenance schedules for each golf cart and ensure a maintenance history is kept detailing all work completed on every golf cart and provide records to the City.

(4) Regularly maintain the golf cart fleet including cleaning, preventive maintenance, fixing or replacing tires, performing all mechanical work according to specifications from the manufacturer, and keeping an inventory of necessary parts to be purchased and paid for by the City. Collaborate with the City on any golf cart maintenance needs and as needed, coordinate repairs accordingly.

(5) Ensure that sand & seed containers in golf carts are filled on each use of golf cart.

(6) Post information in each golf cart as directed by the MRC Manager.

H. CLEANING RESPONSIBILITIES:

(1) Ensure that clubhouse restrooms are checked and cleaned to a high

standard at a minimum of two times per day (midday and prior to closing) and at Contractor's expense, are sufficiently stocked with toilet paper, soap and paper towels. Restrooms are to be swept, mopped and trash removed on a daily basis.

(2) Maintain the exterior of the clubhouse by sweeping and washing cemented areas and removing trash on a daily or as much as necessary to keep the areas neat and clean.

(3) Maintain the range building and starter station by removing debris, emptying trash cans, sweeping cemented walkways, cleaning windows, and dusting countertops.

(4) Ensure that clubhouse offices, stock room and starter building are clean, and organized at all times. Also ensure that the offices are cleaned, painted and if need be refurbished annually.

J. Ensure a well stocked pro shop, inclusive of varied sizes and styles of merchandise at all times, and offer merchandise at competitive prices.

K. Maintain the driving range on a daily basis or as needed by aligning and moving ropes, emptying trash cans, removing empty buckets, and retrieving balls from the range.

L. Ensure that every staff member whose duties regularly call for dealing with the public is required to wear golf attire. Ensure that every staff person is issued and required to wear a name tag.

M. Submit a list at the end of the month indicating the number of individuals who have received golf instruction through either individual or group lessons or by attending clinics.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for management services rendered, a sum not to exceed five hundred and twenty thousand (\$520,000.00), inclusive of applicable gross receipts taxes in total for the extension of the term of this Agreement. Contractor shall be paid on a monthly basis and in equal installments of ten thousand eight hundred and thirty three dollars and thirty three cents (\$10,833.33). The breakdown of payment is as follows:

\$130,000.00	2018/2019
\$130,000.00	2019/2020
\$130,000.00	2020/2021
\$130,000.00	2021/2022

B. The City shall reimburse the Contractor for its demonstrated actual hourly labor costs based on the City's minimum wage, for the term of this Agreement for providing staff to regularly maintaining the seventy-five (75) Club Car golf fleet of carts, including cleaning, preventive maintenance, fixing or replacing tires and performing all mechanical work according to specifications and warranties from the manufacturer and the requirements of the vendor or lessor.

C. In the event that golf cart fleet repairs are not or have not been addressed by the Contractor before the return of golf cart fleets to the golf cart fleet vendor or lessor, , the Contractor shall be responsible for payment of all costs of repairs, exclusive of normal wear and tear, to the golf cart fleet vendor or lessor.

D. The City shall reimburse the Contractor for miscellaneous parts and repairs of golf cart fleet when parts are necessary and based on emergency need.

E. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement, except for the sums paid pursuant to paragraph 3B.

F. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

G. Upon termination of this Agreement, the City or a new Contractor agrees to purchase from the Contractor at negotiated cost, any pro shop merchandise personalized with the name or logo of the Marty Sanchez Links de Santa Fe golf course.

H. In the event of termination of this Agreement, the City or a new Contractor shall have the option of purchasing from the Contractor, said equipment, fixtures, supplies and inventory at the depreciated fair market value.

4. CASH HANDLING REPORTING, LEASE, FEES & BILLINGS

A. CASH HANDLING REPORTING: The Contractor shall collect and deposit on a daily basis all cash, checks, and credit cards settlements in the Contractor's account established only for Marty Sanchez Links de Santa Fe golf course. The Contractor shall submit to the City a daily sales report, cash reconciliation, deposit slip with copies of all deposit receipts, cash register tapes, credit card settlement reports, monthly copies of the bank statements and copy of the monthly bank reconciliation. The City and the Contractor shall each be responsible for the gross receipts tax and on their respective share of this revenue.

B. LEASE OF CONCESSION AREA: Concession area consists of Pro shop and driving range. The Contractor shall pay the City per fiscal year for use of its pro shop areas, as follows: Five (5%) percent of gross sales shall be paid to the City on a monthly basis, due on the 30th day of the following month. If payment is received late, interest of five (5) percent will be charged by the City. Fees for golf lessons are not included as gross revenue of pro shop areas as those fees are the sole property of the

Contractor or its employees. The City and the Contractor shall each be responsible for the gross receipt tax on their share of the revenue.

C. REVENUE FROM FEES:

(1) Player/Membership Card currently not used if applicable if used in the future: Player card fees and material costs, or any costs associated with the operations or maintenance of the resident cards program, shall be split fifty percent (50%) for the City and fifty percent (50%) for the Contractor. The City shall set the fees and the City and/or the Contractor shall sell the players cards. The City and the Contractor shall each be responsible for the gross receipts tax on their share of the revenue. The players card program shall be split fifty percent (50%) for the City and fifty percent (50%) for the Contractor. A maintenance agreement will be purchased for the maintenance and repair of the equipment used to create a resident card or players card with the cost being equally shared between the Contractor and the City. In the event there is abuse of the equipment, repairs beyond normal wear and tear will be assessed to the Contractor.

(2) Green Fees: All green fees belong to the City.

(3) Golf Cart Fees: All golf cart rental fees belong to the City.

(4) Driving Range: To be split ninety five percent (95%) for the Contractor and five percent (5%) for the City, up to one hundred thousand dollars (\$100,000) in revenues collected each fiscal year during the term of this Agreement. Above this amount, the Contractor will receive ninety percent (90%) and the City will receive ten percent (10%).

(5) Armored Car Services Fee: To be split fifty percent (50%) for the City and fifty percent (50%) for the Contractor.

(6) Credit Card Service Fee: To be split eighty percent (80%) for the City and twenty percent (20%) for the Contractor. At the end of each contract year, the City will conduct an annual audit to determine and verify the agreed amount to split. In the event that a new point of sale system is implemented that will distinguish between green

fee, cart sales, proshop merchandise and driving range sales, the Contractor shall agree to pay credit card service fees that are attributed to the proshop and driving range sales and the City shall agree to pay credit card service fees that are attributed to green fees and golf cart sales.

(7) All lessons conducted while playing a round of golf are subject to the payment of applicable green fees and cart fees.

5. UTILITIES

- A. Contractor shall pay forty percent (40%) of all clubhouse (gas/electric) utility costs, billed by the City on a monthly basis and due within fifteen (15) days of billing.
- B. Contractor shall pay forty percent (40%) of all clubhouse refuse/telephone utility costs, billed by Lessor on a monthly basis and due within fifteen (15) days of billing.
- C. Contractor shall pay thirty three percent (33%) of all clubhouse pest control service costs, billed by Lessor on a monthly basis and due within fifteen (15) days of billing. Pest control service costs excludes fly trap machines and parts.
- D. Contractor shall pay forty percent (40%) of all clubhouse septic/grease trap service costs, billed by Lessor on a monthly basis and due within fifteen (15) days of billing.

6. GIVEAWAYS

Neither Contractor, nor its employees, shall give away any free golf play which by such act would lessen the gross revenue, which otherwise would be derived from the operation of the clubhouse, concession or golf course, nor shall Contractor or its employees, sell any tickets for play at less than the established rate or give out or make available any free passes for play on the course without the prior approval of the City Manager or his/her designee.

7. CARE OF BUILDING AND EQUIPMENT

A. The Contractor shall be responsible and pay for any and all routine maintenance of the interior and operating equipment within the clubhouse/pro shop, starter building, driving range and cart barn whether the same be owned by the City or the Contractor, and shall keep all City property in good condition with ordinary wear and tear excepted.

B. In the event of any breakdown or malfunction of any City property necessitating repair or replacement, the Contractor shall immediately notify in writing to the City of such conditions. The City shall replace or repair such property within a reasonable time upon receipt of written notification. The Contractor waives its rights to make any repairs at the expense of the City except upon the written approval of the City Manager or his/her designee.

8. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9. TERM AND EFFECTIVE DATE

Subject to an annual performance review conducted by the City and based upon receiving a satisfactory rating, the term of this Agreement shall be effective on July 1, 2018 and shall terminate on June 30, 2021, unless sooner pursuant to Article 10 below. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for an additional one (1) year term. If the end of this Agreement occurs between May 1st and September 30th, the parties may continue on a month to month basis, not to exceed September 30, 2022. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

10. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party 90 days prior to the intended date of termination.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is based upon hourly rates and expenses, therefore the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

13. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

14. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and

obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

15. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

16. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's

performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

17. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

18. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

19. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

20. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall

be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

22. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

24. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

25. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Jennifer Romero,
MRC Manager
205 Caja del Rio
Santa Fe, NM 87506

Contractor:
Jose A. Hidalgo, Owner
New Mexico Golf Limited
7001 Osuna Road, NE
Albuquerque, NM 87109

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

LESSEE:

JAVIER GONZALES, MAYOR

Jose A. Hidalgo, Owner

Date: _____

Date: _____

CRS #01-797945-00-5
City of Santa Fe Business
Registration No.18-00110630

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 11/31

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, DIRECTOR
FINANCE DEPARTMENT
52600.510340
BUSINESS UNIT/LINE ITEM



25. NOTICES

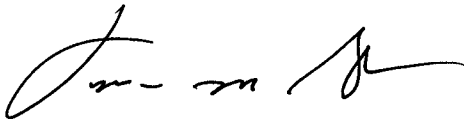
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Jennifer Romero,
MRC Manager
205 Caja del Rio
Santa Fe, NM 87506

Contractor:
Jose A. Hidalgo, Owner
New Mexico Golf Limited
7001 Osuna Road, NE
Albuquerque, NM 87109

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

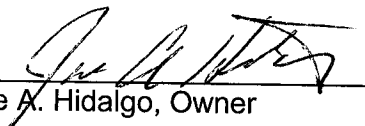
CITY OF SANTA FE:



JAVIER GONZALES, MAYOR

Date: 3/7/18

LESSEE:

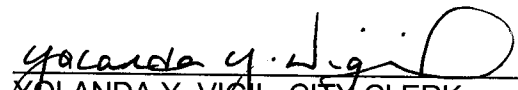


Jose A. Hidalgo, Owner

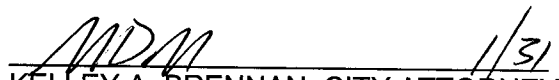
Date: 3/23/18

CRS #01-797945-00-5
City of Santa Fe Business
Registration No.18-00110630


ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 2/28/18

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


ADAM K. JOHNSON, DIRECTOR
FINANCE DEPARTMENT
52600.510340
BUSINESS UNIT/LINE ITEM