



# City of Santa Fe, New Mexico

## Memorandum



**Date:** November 29, 2023

**To:** Governing Body


**Via:** 

Regina Wheeler, Public Works Department Director



Randy Randall (Dec 5, 2023 10:14 MST)

Randy Randall, Executive Director Tourism Santa Fe

**From:** Melissa A. McDonald, Parks and Open Space Division Director   
Jonathan Weiss, Golf Course and Sports Complex Manager

### ACTION(s)

- 1) Request for Approval of a Professional Services Agreement between Indigo Sports, LLC and City of Santa Fe for operating services at the Marty Sanchez Links de Santa Fe Golf Course in the Amount of \$3,203,950 including NMGRT in the Total Amount Not to Exceed \$11,543,515 through January 31, 2028. (Jonathan Weiss, Golf Course and Sports Complex Manager, [jweiss@santafenm.gov](mailto:jweiss@santafenm.gov))
  
- 2) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of \$1,602,000 from Lodger's Tax Revenues Balance to fund the Professional Services to the operate the Marty Sanchez Links de Santa Fe Golf Course through June 30, 2024. (Jonathan Weiss, Golf Course and Sports Complex Manager, [jweiss@santafenm.gov](mailto:jweiss@santafenm.gov))

### SUMMARY/BACKGROUND:

In accordance with Request for Proposals for Golf Course Management Services (RFP #23/47/P) issued on April 25, 2023, three responses were received from Bill Harvey Golf, Indigo Sports, LLC (dba Troon Golf) and Oliphant Golf Management. The RFP selection committee recommends awarding the contract to Indigo Sports, LLC, which scored highest on evaluation criteria. According to references and research, Indigo Sports provides high quality, community-based services at municipal golf courses around the county. They also operate the Sandia Golf Course in Albuquerque. Their name recognition and deep skills in golf course management will enhance the facilities and customer experience at Marty Sanchez Links de Santa Fe.

The contract will facilitate a full-service golf course focused on locals who will receive preferential rates, tee times, access to fundraising opportunities, and 10 gratis benefit tournaments annually for local non-profit organizations. The contractor will provide training, internships, and mentorship programs for Santa Fe's youth. The City will continue to control green fees, cart fees and operational and capital budgets for the golf course. All revenue generated at the golf course will flow to the City each business day. Golf course and tourism revenue is expected to increase as the services increase value to customers and operator's reputation attracts tourist-type players to the golf facility, area hotels, and restaurants.

The scope of these professional services include performance of all facets of golf operations including operating the restaurant and the pro shop, maintenance of grounds and facilities, tee time management, customer services, marketing, revenue collection and reporting. The Contractor will attend quarterly Golf Course Advisory meetings. The City maintains responsibility for provision of irrigation water to the course and capital improvements over \$50,000. The MRC Manager will inspect the course monthly with the Contractor to ensure the facility is being operated and maintained to meet industry best practices. The City agrees that the contractor will pay direct costs if they breach the contract, but the contractor will not pay indirect damages. The contractor and staff will collaborate on the development of an annual plan outlining activities and budget for the following year. With the monthly invoice, Troon will provide monthly reports of revenue generating activities and maintenance improvements.

Of the 10 full-time positions and staff currently assigned to MRC, 4 will be reassigned to fill the needs for those job classifications in Parks and Public Works. The positions to be reassigned are Events and Marketing Coordinator (1), Parks Superintendent (1), Parks Maintenance Workers (1), Parks Maintenance Senior (1).

The budget required for these professional services will be provided from Lodgers Tax Fund Balance since this investment in the golf course operations will enhance this beloved local facility, make it more attractive for visitors and generate more revenue. The first-year budget for the contract includes a onetime \$400,000 mobilization charge for the Contractor to get people and systems in place to operate the golf course targeted to begin in January 2024 dependent upon date of issuance of the purchase order.

**PROCUREMENT METHOD: RFP # 23/47/P**

**MUNIS CONTRACT NUMBER: 3204477**

**FUNDING SOURCE: Parks and Open Space Division-Municipal Recreation Complex**

**Fund Name/Number: MUNRE/530**

**Munis Org Name/Number: MRC OpsAdm/5300271**

**Munis Object Name/Number: Other Consulting/510340**

**Fund Name/Number: Lodger's Tax Revenues 231**

**Munis Org Name/Number: Lodger's Tax Revenue/5300271**

**Munis Object Name/Number: Lodger's Tax Revenue/650213**

**Munis Org Name/Number: Lodger's Tax Expense/2310001**

**Munis Object Name/Number: Lodger's Tax Expense/750530**

**ATTACHMENTS:**

- Indigo Sports, LLC professional service agreement
- BAR for allocation in the amount of \$1,602,000
- Indigo Sports, LLC, Business License
- Summary of Contracts-- Indigo Sports, LLC
- Procurement Checklist-- Indigo Sports, LLC
- RFP#23/47/P

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF SANTA FE, NEW MEXICO, hereinafter referred to as the "the City," and INDIGO SPORTS, L.L.C., a Virginia limited liability company, hereinafter referred to as the "Contractor" or "Indigo" is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

**WHEREAS**, Indigo is a wholly-owned subsidiary of Troon Golf, LLC ("Troon") and is engaged in the management and operation of golf facilities.

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

**WHEREAS**, the Contractor does hereby accept its designation as golf course manager and food and beverage service provider, rendering services related to Marty Sanchez Links de Santa Fe (the "Golf Course") and related Improvements for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of beginning on February 1, 2024 (the "Commencement Date") and ending on January 31, 2028, as directed by the City.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Scope of Work.

A. Definitions. As used herein the following terms shall have the respective meanings indicated below:

L Annual Plan - a document submitted to the City by the Contractor annually that outlines all expenditures necessary to operate the Golf Course and the anticipated revenues to support the creation of the annual budget.

ii. **Capital Improvement** - all land, buildings, equipment, golf carts, maintenance equipment, machinery, projects, building systems and all improvements, repairs or replacements thereto which have an expected useful life of a period of five (5) years or more and which cost in excess of Five Thousand Dollars (\$5,000).

iii. **Facility** - the Grounds, Improvements and FF&E; does not include the irrigation water supply system.

iv. **FF&E** -Furniture, fixtures, and equipment. Encompasses all movable or easily removed objects in a building, not including sellable products.

v. **Fiscal Year** - A 12-month period commencing each July 1st and ending each June 30th.

vi. **Fixed Charges** - Regular, recurring expenses including principal, interest, and lease payments.

vii. **Gross Revenues** - all revenues and income of any nature derived directly or indirectly from the Facility or from the use or operation thereof.

viii. **Grounds** - All Golf Course features, parking lot, driveway, turf, gardens, signage, fence, irrigation systems, and land which is surrounding structures on the Site. This excludes the water supply system, Administration Building and Golf Course pump house.

ix. **Improvements** -clubhouse, practice facilities and all other buildings, structures and improvements now located or hereafter constructed on the land encompassing The Site and all fixtures and equipment attached to, forming a part of and necessary or desirable for the operation of such clubhouse and other buildings, structures or improvements (including, without limitation, heating, lighting, plumbing, sanitary system, air-conditioning, refrigeration, kitchen, elevators and similar items) and such (i) restaurants, bars and banquet, meeting and other guest areas, (ii) commercial space, including concessions and shops, (iii) garage and parking space, (iv) storage and service areas, (v) recreational facilities and areas, (vi) grounds and gardens for common use of the guests, (vii) permanently affixed signage and (viii) other facilities and appurtenances, all as presently exist on the Site or are hereafter added thereon during the Term.

x. **Net Operating Income** - Gross Revenues less Operating Costs.

xi. **Operating Costs** - direct costs to operate, maintain and market the operation of the Facility as approved in the Annual Plan, including, but not limited to:

a. The Management Fee (including any earned Incentive Management Team);

b. Staffing Costs;

c. The cost of the supplies and equipment necessary to operate the Facility.

d. All expenditures made for routine maintenance and repairs to keep the Facility in good condition and repair including

i. Operating licenses, fees and permits;

e. Marketing and sales costs specifically related to the Facility including website and social media management, publishing, advertising, etc.;

f. IT infrastructure and maintenance costs;

g. Expenses for Capital Improvement projects less than Fifty Thousand Dollars (\$50,000);

h. Travel expenses according to GSA mileage rates as included in the Annual Plan and not to exceed \$6,000 per year;

i. Overhead costs not to exceed 10% of direct operating expenses. "Overhead costs" means Indigo's centralized services and other shared services charges;

- J. Costs of insurance not already held by the City that is required hereunder, or by third-party contracts or equipment leases, and is maintained in the usual course of business;
- k. Any other direct operating expenses approved in the Annual Plan.
- xn. **Site -The Marty Sanchez Links de Santa Fe grounds located at 205 Caja del Rio Road**
- xm. **Staffing Costs** - all costs of every kind and nature pertaining to employees at the Facility arising out of the employer-employee relations, and employment, management or termination of such employees whether before, during or after the Term, including, without limitation, salaries, fringe benefits, bonuses, relocation costs, costs of recruitment (including applicable agent fees), vested and non-vested benefits, vacation pay, accrued sick days, seniority rights, severance, unemployment compensation, compliance with governmental laws and regulations and insurance, and any other similar employee liability costs and expenses. Staffing Costs shall not include the costs related to any employment-related lawsuit.

**B. Contractor Responsibilities.** The Contractor shall provide the following services for the City:

- i. Contractor shall collect fees according to City Code and rates adopted by City Manager
  - a. Contractor shall accurately track and report revenue collected including but not limited to 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.
  - b. All revenue from golf course operations will be deposited directly into City accounts.
- ii. Contractor will provide a monthly invoice showing the fiscal year to date billing against the approved Annual Plan. Monthly reports will be included with each invoice providing recorded revenue and maintenance improvements.
- iii. The Contractor shall maintain and operate the facility to industry best practices and customer satisfaction based on comparable facilities in the area and adequate funding from the City. The City will perform a monthly inspection of all facilities with the Contractor. The Contractor shall provide a list of any identified deficiencies and provide an action plan to remedy deficiencies.
- iv. Except as otherwise provided herein, after the Commencement Date, Contractor shall provide all staffing and equipment required to operate and maintain the Facility; provided, however, all Facility employees, except the General Manager (who shall at all times be a Contractor employee) shall be employed by the City on its employment platform. On February 1, 2024, all Facility employees shall become employees of Contractor and transition to its employment platform. The City shall have full responsibility for paying all expenses associated with Facility employees prior to February 1, 2024, including salaries and benefits.
- v. Contractor shall attend quarterly Golf Course Advisory Subcommittee meetings and provide informational reports.
- vi. Contractor shall attend, speak and present to Governing Body as necessary.
- vii. Contractor shall submit an Annual Plan including expenses not to exceed the Contract Price by December of each Fiscal Year.

- a. The Annual Plan for the Facility provided by the Contractor shall include an estimated profit and loss statement and an estimated cash flow projection for the ensuing Fiscal Year as well as estimates of all expenditures, including expenditures for (i) Facility and Grounds operations and maintenance; (ii) FF&E, operating equipment and operating supplies; (iii) advertising, sales and business promotion; and (iv) a budget for capital items.
- b. Contractor shall have access to all financial reports from the City on an as-needed basis by request.
- c. Contractor may seek approval from City to amend or revise the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by Contractor, at the time the Annual Plan was prepared. At the City's sole discretion, adjustments will be approved according to City policy and regulations. Contractor shall comply, to the extent reasonably and commercially practicable, with the approved Annual Plan.
- d. The Annual Plan shall include a line item of Seventy Five Thousand Dollars for maintenance items.

viii. All Operating Costs of the Facility shall be paid using funds from the Contract Price (as defined in Section 3). Contractor shall not be required to pay any expenses on behalf of the Facility if the Contract Price is exhausted.

ix. Contractor shall submit to the City a four (4) year capital planning budget within 90 days of beginning operations. The plan shall be updated annually on October 1 of each year. This capital plan shall include maintenance activities as well as capital improvements recommended.

x. Contractor shall maintain necessary account(s) in Contractor's name at a Bank designated by Contractor (the "Facility Account"). Contractor shall 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, and shall deposit such revenues into the Facility Account. Notwithstanding the foregoing, all revenues shall belong to the City.

xi. Contractor shall promptly inform the City of any expected changes in executive personnel.

xii. Emergency Expenditures: Contractor shall promptly notify the City of any emergency at the Facility requiring emergency expenditure above approved operating expenses in the Annual Plan. The City will notify Contractor of the necessary documents and approvals for an emergency expenditure which will follow the City's processes, rules and regulations.

xiii. Contractor shall engage third party mystery shopper evaluation services and provide reports to City.

xiv. Golf Course Personnel

- a. City shall notify the Contractor of City organizational structure and City employees assigned to the Facility as of the Commencement Date. City shall have full responsibility for all expenses associated with its employees and full discretion to change organizational structure and assigned employees at any time during the term of this agreement.

- b. Contractor shall be entitled to hire employees that Contractor determines are necessary or desirable for the operation and maintenance of the Facility in accordance with the terms of this Agreement and the approved Annual Plan. Contractor shall have full responsibility for all expenses associated with its employees.
  - c. Contractor shall address employee performance issues that impact golf course operations and customer services in a timely manner.
  - d. Golf Course and Sports Complex Manager shall be on the interview committee for any Contractor Executive positions to be filled during the term of this agreement.
- xv. **Maintenance: Facility.**
- a. The Contractor shall be responsible for maintaining all structures associated with the Facility..
  - b. Contractor shall perform loss prevention for all facilities and personal property, including theft protection and performance regular preventative maintenance. Ensure that the interior, exterior and all supplies, equipment and funds are adequately secured utilizing surveillance cameras and other security measures.
  - c. The Contractor shall be responsible for any and all routine maintenance of the Facility and costs shall be included in the Annual Plan and Monthly Invoices.
  - d. In the event of major repairs or improvements to the Facility or Grounds the Contractor shall notify the City in writing. The City reserves the right to review and provide comment on plans and inspect work done.
  - e. Contractor shall be financially responsible for repairs resulting from damage, neglect or misuse by the Contractor, their staff, or subcontractors.
  - f. Any equipment donated to the Facility by third parties or to the Contractor for the Facility shall become City property.
- xvi. **Maintenance: Turf and Grounds**
- a. The Contractor shall be responsible for all golf course turf management and Grounds upkeep at the Facility.
  - b. The Contractor shall supply and maintain all equipment for the maintenance of the golf course.
  - c. The City shall maintain the irrigation water supply system in good working order and make sufficient water available to fill all water features and irrigate the Grounds.
  - d. The Contractor is responsible for maintenance, repairs, and updates to the irrigation distribution system. The irrigation distribution system begins at the pipe join on the Facility side of the main valve.
  - e. The Contractor shall provide the City use of the equipment maintenance bay at the golf course maintenance building with an agreed upon schedule.
- xvii. **Community Services.**
- a. The Facility shall host at least ten (10) charity golf tournaments annually.
  - b. The Contractor shall allow the City to utilize the Facility without fees to host three (3) events each year, such as ForeKids and the Santa Fe the City Championship.

xviii. Program Development.

- a. Plan and develop activities, golf tournaments and programs for the year with the goal of increasing rounds of golf for all age groups.
- b. Develop promotional programs that focus on golfing activities for all ages and represent the inclusivity of the Santa Fe community.
- c. Work with the City to develop marketing and advertising programs and plans for the Marty Sanchez Links de Santa Fe.
- d. Develop a specific program which will increase and maintain a loyal local client base.
- e. Work with the City to develop a program that will create promotion of MSL and synergy with the Convention & Visitor's Bureau to increase the out-of-town visitor client base. Troon may operate their Troon loyalty benefits programs on behalf of Marty Sanchez Links de Santa Fe.
- f. Develop best practices toward water conservation that recognizes the value of water in our region.

C. City Obligations.

- i. The City will be responsible for certain expenses for the Facility and Grounds:
  - a. Depreciation of improvements and FF&E, financing costs;
  - b. All utility costs, including water, waste water removal, electricity, and natural gas, but excluding internet access;
  - c. Debt service (including interest and principal) and financing costs on any City indebtedness related to the Facility;
  - d. The cost of external (third-party) audits of Facility operations and/or with respect to City's legal entity;
  - e. Personal property taxes and assessments;
  - f. Expenses for Capital Improvement projects equal to or greater than Fifty Thousand Dollars (\$50,000).
- ii. When City approval is required herein, such approval shall be timely and not unreasonably withheld.
- m. The City shall maintain the right to oversee and approve Indigo's implementation of all operating budgets, policies, standards of operation, quality of service and any other matters affecting guest relations or the efficient management and operation of the Facility. Notwithstanding anything to the contrary contained in this Agreement, if Indigo is unable to perform any of its obligations under this Agreement because of the failure on the part of the City to provide funds as required by Section 3, such inability of performance shall not be deemed a default on the part of Indigo and shall not give rise to any right of termination, damages or other remedy against Indigo.

D. Equipment.

- i. The City owns or leases certain golf carts, maintenance equipment and other equipment that it will make available for Contractor to use in the operation and maintenance of the Facility. Contractor will maintain and operate all City golf carts, maintenance equipment and other equipment in a commercially reasonable manner and shall return such items to the City upon termination or expiration of this Agreement in the same or similar condition as existed on the



Commencement Date, normal wear and tear accepted, unless otherwise agreed to by the parties. Contractor shall make all payments on any related leases on behalf of the City as an Operating Expense.

ii. Notwithstanding anything to the contrary contained in this Agreement, upon the need for new golf carts, maintenance equipment or other equipment, e.g., POS, the Contractor may acquire replacement equipment and golf carts pursuant to Capital Lease or Operating Lease agreements in the name of Contractor ("Leased Equipment"). "Capital Lease" means a lease that has a purchase option for the lessee at the end of the lease term, or a lease in which the ownership rights transfer automatically to lessee upon completion of the lease term. "Operating Lease" means a lease that is not a Capital Lease. All lease payments shall be fixed charges of the facility and shall be paid using funds from the Contract Price unless such expenditure is part of a Capital Improvement project greater than Fifty Thousand Dollars (\$50,000), in which case the payments shall be a City expense. The time periods for the lease agreements shall not exceed the Term of this Agreement without the prior written consent of the City. Contractor shall keep and maintain the Leased Equipment in satisfactory condition and repair. Upon the termination or expiration of this Agreement, if there is an outstanding Capital Lease or Operating Lease, the City shall have the lease agreement assigned to the City. Upon the assignment of such leases by the City, as provided herein, Contractor shall have no further obligations, interests or rights in the Leased Equipment. The City shall indemnify, defend and hold Contractor harmless from any obligations and liabilities related to the payment of Capital Leases and Operating Leases upon the termination or expiration of this Agreement for any reason.

## **2. Standard of Performance; Licenses.**

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

B. The Contractor agrees to:

i. 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; provided, however, that the City shall hold and maintain any required liquor licenses for the Facility;

ii. Comply with all rules and regulations of the New Mexico Department of Health, New Mexico Environment Department, the Alcohol and Gaming Division of the Regulation and Licensing Department, and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Santa Fe, including health and safety codes;

iii. ensure that the interior, exterior and all supplies, equipment and funds are adequately secured utilizing reasonable security measures approved by the City; and

iv. permit inspection of all food and beverages kept for sale by appropriate governmental agencies.

C. Liquor License.

i. The Contractor shall be entitled to the use and operation of a Governmental Liquor License located at Marty Sanchez Links de Santa Fe. Contractor shall use the Governmental Liquor License for the purpose of serving alcoholic beverages on the premises, in conjunction with Contractor's snack grille business.

ii. All beverages, alcoholic and non-alcoholic, are to be provided by the Contractor.

111. All sales and service of alcoholic beverages are to be made only within those areas of the Liquor License Premises that are shown and designated as the authorized area in the City's application for the Liquor License ("Authorized Area"). Contractors may sell and dispense alcoholic beverages under the Liquor License (1) by trained alcohol servers; and (2) during hours consistent with the conditions of the Liquor License for all events where alcoholic beverages are served.

iv. Assist the City in obtaining and preparing any applications and supporting documents to renew the Liquor License as required by the State of New Mexico. Contractor shall satisfy all requirements of the State of New Mexico in order to qualify as a user to operate under the City's Liquor License.

### **3. Compensation.**

A. The City shall pay to the Contractor in full payment for services performed an amount ("**Contract Price**") not to exceed: (i) for the first calendar year of the Agreement, Three Million Two Hundred and Three Thousand Nine Hundred and Fifty Dollars (\$3,203,950.00 .00), including gross receipts tax, and (ii) each calendar year thereafter, Two Million Seven Hundred Seventy Nine Thousand Eight Hundred Fifty Five Dollars (\$2,779,855.00), including gross receipts tax, each year, pro-rated for any partial calendar year. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor to be used to for Facility operations and related costs. The total amount payable to the Contractor under this Agreement shall not exceed Eleven Million Five Hundred Forty Three Thousand Five Hundred and Fifteen Dollars (\$11,543,515.00) including gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City; provided, however, all invoices shall be paid by the City no later than thirty (30) days after City receives the invoice from Contractor. All invoices **MUST BE** received by the City no later than sixty (60) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable based on reasonable industry standards, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The parties do not intend for the Contractor to continue to provide services without compensation, or at Contractor's own expense, when the total Contract Price amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement

reach the total Contract Price. In no event will the Contractor be paid for services provided in excess of the Contract Price amount without this Agreement being amended in writing prior to those services in excess of the Contract Price amount being provided.

E. Base Management Fee. From and after the Commencement Date, the City shall pay to Contractor (as included in the Contract Price) a base management fee (the "**Base Management Fee**") equal to Ninety-Six Thousand Dollars (\$96,000) for each full Fiscal Year during the Term, equitably pro-rated for any partial Fiscal Year. Commencing on January 1, 2025, and continuing on each January 1 thereafter, the Base Management Fee amount for such Fiscal Year shall be the Base Management Fee amount applicable to the last day of the immediately preceding Fiscal Year as increased by the greater of (i) two and one-half percent (2.5%) or (ii) the percentage increase, if any, in the CPI during such immediately preceding Fiscal Year. For purposes hereof, "CPI" means the Consumer Price Index for All Urban Consumers (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics. The Base Management Fee shall be paid monthly.

F. Incentive Management Fee. From and after the Commencement Date, the City shall pay to Contractor (as included in the Contract Price), an annual incentive management fee (the "**Incentive Management Fee**") equal to ten percent (10%) of the Net Operating Income in excess of the prior Fiscal Year's Net Operating Income (the "**Incentive Management Fee**"). In no event shall the Incentive Management Fee exceed twenty percent (20%) of the Base Management Fee for any applicable Fiscal Year. The Incentive Management Fee shall be pro-rated for any partial Fiscal Year. The Incentive Management Fee, if any, shall be paid within thirty (30) days following the City's receipt of the annual financial statement for the applicable Fiscal Year. The Incentive Management Fee shall be computed separately for each Fiscal Year, or portion thereof.

G. Mobilization Fee. City shall pay to Contractor (as part of the Contract Price) on or prior to the Commencement Date a one-time mobilization fee ("**Mobilization Fee**") equal to Four Hundred Thousand Dollars (\$400,000.00).

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on January 31, 2028 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. Termination.

A. Termination Without Cause. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed as determined by reasonable industry standard prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults

under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days after termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as reasonably determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of the City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT**

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: (1) perform necessary operations to maintain status quo of the Facility and not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement for such operations outside of the Annual Plan without written approval of the City; (2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and (3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable. In the event of termination of this Agreement, the City or a new Contractor shall have the option of purchasing, from the Contractor in Contractor's sole discretion, at the depreciated fair market value, any equipment, fixtures, supplies and inventory owned by the Contractor and not purchased with the Contract Price.

6. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Governing Body, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City. Indigo may utilize the services of an Affiliate for purposes of performing services under this Agreement and such actions shall not be considered a subcontract or assignment. "Affiliate" means any corporation or other entity controlled by, controlling or under common control with Contractor. The words "control", "controlled" and "controlling" mean ownership, directly or indirectly, of 50% or more of the legal or beneficial ownership interest of such corporation or other entity.

9. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement to a non-Affiliate without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

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. **Product of Service = Copyright.**

All materials solely developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor solely under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time

during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### **14. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

#### **15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

#### **16. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

#### **17. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Charter and Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**20. Professional Liability Insurance.**

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.

**21. Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

**A. Commercial General Liability insurance** shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability insurance** for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

**D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any**

Certificate of insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

E. All insurance policies required to be obtained by Contractor hereunder shall be an Operating Cost of the Facility.

F. Contractor shall not be responsible for acquiring property insurance and the costs of such insurance shall not be an Operating Cost of the Facility.

**21. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**22. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the Contractor's negligent act or willful misconduct of the Contractor, its officers, employees, servants, subcontractors or agents in performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than five (5) business days after it receives notice thereof, notify the legal counsel of the City.

**23. 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.

**24. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**25. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless



express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**27. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:                   Melissa McDonald  
Parks & Open Space Division Director,  
205 Caja del Rio Road Santa Fe, New Mexico 87507  
jww@cs@santafenm.gov  
505-629-2410

To the Contractor:       Indigo Sports, L.L.C.  
c/o Troon Golf, L.L.C.  
15044 North Scottsdale Road, Suite 300  
Scottsdale, Arizona 85254  
Attn: Jeff Hansen, EVP & General Counsel  
Phone No. 480-477-0439  
E-mail. jbhansen@troon.com

**28. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**29. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**30. Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**31. Default/Breach Remedies.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may terminate this Agreement after the applicable cure period outlined in Section 32, procure the goods or services from another source and hold the Contractor responsible for any direct damages

related to the breach. Except for Contractor's indemnity obligations, Contractor shall not be liable for any consequential, incidental, indirect, or special damages arising out of or related to this Agreement.

**32. Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure.**

Each party reserves the right to terminate this Agreement upon providing the other party no less than thirty (30) days' prior written notice without penalty to the non-defaulting party, if the defaulting party fails to meet the material provisions of this Agreement and fails to remedy such event of default as provided herein. Prior to such termination, the non-defaulting party shall provide the defaulting party written notice of the event of default and give the defaulting party an opportunity to cure the default. If the defaulting party fails to remedy such event of default within thirty (30) calendar days after its receipt of notice to remedy, then the non-defaulting may terminate this Agreement upon thirty (30) calendar days prior written notice; provided, however, that if such event of default cannot reasonably be remedied within such thirty (30) calendar day period, then such thirty (30) calendar day period shall be deemed to be extended for such additional time as may reasonably be required to remedy the same (not to exceed an additional thirty (30) calendar days without the written consent of the non-defaulting party) if the defaulting part shall promptly commence to remedy such default upon receipt of notice from the non-defaulting party, and shall continue therewith with due diligence.


The defaulting party shall not be liable for any damages related to the event of default if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the defaulting party; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the parties provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE

CONTRACTOR:  
INDIGO SPORTS, L.L.C.

  
Alan Webber (Jan 11, 2024 20:36 MST)  
ALAN WEBBER, MAYOR

  
NAME

DATE: Jan 11, 2024

President/CFO  
TITLE

DATE: 12/8/23  
CRS# 03641898006-GRT

Registration # \_\_\_\_\_

ATTEST:

  
Geralyn Cardenas (Jan 12, 2024 09:22 MST)  
GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 1/10/24 XIV

CITY ATTORNEY'S OFFICE:  
  
Kevin L. Nault (Dec 5, 2023 23:13 MST)  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
Emily K. Oster (Dec 26, 2023 08:15 MST)  
EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#      Various

**Business Licensing and Registration  
Exception Declaration**

The Santa Fe City Code, secs. 18-1 and 18-2, requires persons who do business in the City to license or register their business with the City. However, if a person does not engage in business in New Mexico, that person does not need a City business license for the current calendar year.

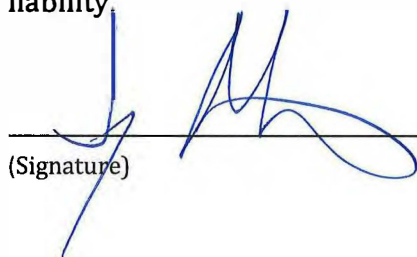
Under New Mexico state law, "engaging in business" means carrying on or causing to be carried on any activity with the purpose of direct or indirect benefit.

For a person who lacks physical presence in this state, including a marketplace provider<sup>1</sup>, "engaging in business" means having, in the previous calendar year, total taxable gross receipts from sales, leases, and licenses of tangible personal property, sales of licenses, sales of services, and licenses for use of real property sourced to this state pursuant to NMSA 1978, § 7-1-14, of at least one hundred thousand dollars (\$100,000). NMSA 1978, § 7-9-3.3 (2019).

I, Jay M. McGrath, as owner or agent of Indigo Sports, LLC  
(print name) (business name)

declare that in the previous calendar year, this business had less than one hundred thousand dollars (\$100,000) from sales, leases, and licenses of tangible personal property, sales of licenses and sales of services and licenses for use of real property sourced to this state.

By signing this form, I also understand that the City of Santa Fe assumes no tax liability for this business and that the City is under no duty to inform it about actual or potential tax liability.

  
(Signature)

12/11/2023  
(Date)

<sup>1</sup> "marketplace provider" means a person who facilitates the sale, lease or license of tangible personal property or services or licenses for use of real property on a marketplace seller's behalf, or on the marketplace provider's own behalf, by:

- (1) listing or advertising the sale, lease or license, by any means, whether physical or electronic, including by catalog, internet website or television or radio broadcast; and
- (2) either directly or indirectly, through agreements or arrangements with third parties collecting payment from the customer and transmitting that payment to the seller, regardless of whether the marketplace provider receives compensation or other consideration in exchange for the marketplace provider's services; NMSA 1978, §7-9-3(J).





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 1800 West Loop South, Suite 1800 Houston TX 77027	<b>CONTACT NAME:</b> Barbara Flores	
	<b>PHONE (A.C. No. Ext):</b> 713-358-5236	<b>FAX (A.C. No.):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Federal Insurance Company		20281
<b>INSURER B:</b> Everest National Insurance Company		10120
<b>INSURER C:</b> Everest Premier Insurance Company		18045
<b>INSURER D:</b> Great American Insurance Company		16891
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 385479860	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR (A.C. No.)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TRIA Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	CC8GL00050231	3/31/2023	3/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Aggregate Cap \$25,000,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CC8CA00051231	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductibles \$ See Below
B D	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEP RETENTION \$		616EX01081231 XCS EX01582231 USL024479233	3/31/2023 3/31/2023 3/31/2023	3/31/2024 3/31/2024 3/31/2024	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A D C	Crime - Emp Dishonesty Liquor Liability		82494188 XSC E987893 00 00 CC8GL00050231	3/31/2023 3/31/2023 3/31/2023	3/31/2024 3/31/2024 3/31/2024	Limit of Liability \$5,000,000 Each Occurrence \$1,000,000 General Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto Deductibles - Comp \$2,000/Collision \$2,000 except, Shuttles Comp \$5,000/Collision \$5,000

The General Aggregate for General Liability, Liquor Liability and Umbrella Liability applies per location.  
 The following Blanket Additional Insured forms apply to the holder or an entity, where required by written contract, with regard to the General Liability policy:  
 Additional Insured where required by written contract. ECG 20 506 (04/02)  
 Additional Insured - Lessor of Leased Equipment ECG 20 597 (05/09)  
 Additional Insured - Mortgagee, Assignee, or Receiver ECG 20 603 (05/09)  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe, New Mexico  
 205 Caja del Rio Road  
 Santa Fe NM 87507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 1900 West Loop South Suite 1600 Houston TX 77027	<b>CONTACT NAME:</b> Barbara Flores	
	<b>PHONE (A/C No., Ext):</b> 713-358-5236	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Ascot Specialty Insurance Company		45055
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 552978983</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. INFO	SUBR. INFO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			MPLP2310000028-01	8/30/2023	8/30/2024	Aggregate Each Claim Retention \$5,000,000 \$5,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Santa Fe, New Mexico 205 Caja del Rio Road Santa Fe NM 87507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204477 Procurement # (RFP/ITB# If any): 23/47/P

Contractor: Indigo Sports, LLC

Procurement Method/Vehicle: Small Purchase  RFP  ITB  Sole Source  GSA  Cooperative  Exempt  SWPA/Existing

Description/Title: Golf Course Management Services

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: 2/04/2023 Term End Date: 1/31/2028 Total Contract Amount: \$11,543,515

Approved by Council (If over the City Manager's approval threshold, you must go through GB) pending 1/10/2024

Contract / Lease: Professional Services Agreement

1.b Amendment #: N/A to the Original Contract/Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$: \_\_\_\_\_

Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

RFP released 04/29/2023

This Procurement was processed as an RFP, Purchasing ensured the procurement process was followed. Review the Evaluation Committee Report for more details. The contractor, department, and legal negotiated the contract based on the RFP and proposal submitted by the offeror.

RFP Name and Number: 23-47-P Marty Sanchez Golf Operation Services

### 3. Procurement History: \_\_\_\_\_

Purchasing Officer Review: \_\_\_\_\_

Dec 22, 2023

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

### 4. Funding Source: 231, 530 Org/Obj 2310001/750530, 5300271/650213 Org / Object: 5300271/510340

Andy Hopkins (Dec 21, 2023 10:07 MST)

Budget Officer Approval: \_\_\_\_\_

Dec 22, 2023

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

### 5. Grant History (if applicable): \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Contact who Completed This Form: Melissa McDonald Phone #: 505-303-9502

To be recorded by City Clerk: \_\_\_\_\_ Email: mamcdonald@santafenm.gov

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed)

Title

Date



# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Indigo Sports, LLC

**Procurement/contract Title:** Golf Course Management Services 23-47-P

**Procurement Method:**  Sole Source  State Price Agreement/Existing  Cooperative

Request For Proposals(RFP)  Invitation To Bid (ITB)  Exempt: 13-1-98

Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

**Requesting Department:** Public Works **Staff Name:** Jonathan Weiss

**Procurement Requirements:**

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING**

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP (include ECR)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of <a href="http://horizonsofnewmexico.org/services.html">horizonsofnewmexico.org/services.html</a> (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration (always)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

<u>Jonathan Weiss</u>		
Department Point of Contact	Title	Date
		Dec 4, 2023
_____ Department Director		Date
		Dec 22, 2023
_____ Chief Procurement Officer		Date
_____ ITT Representative	Title	Date









# 24-0012 Indigo Sports LLC

Final Audit Report

2024-01-12

Created:	2024-01-12
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFUP_nAgx3pTtpog__k4EY7sVoYAD6rkr

## "24-0012 Indigo Sports LLC" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
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-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2024-01-12 - 0:10:56 AM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2024-01-12 - 0:33:39 AM GMT- IP address: 104.28.85.160
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2024-01-12 - 3:36:45 AM GMT - Time Source: server- IP address: 73.242.139.105
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2024-01-12 - 4:21:55 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
Signature Date: 2024-01-12 - 4:22:20 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-01-12 - 4:22:20 PM GMT