

## **PROFESSIONAL SERVICES AGREEMENT**

1. **Parties.** The parties to this Agreement are the City of Rapid City, hereinafter, “City”, and Tracy Hamblet III, a golf professional, hereinafter, “the Professional”.
2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions whereby services of a Golf Professional are provided at the Meadowbrook Golf Course, hereinafter “Meadowbrook”, and the Executive Golf Course, hereinafter “Executive”.
3. **General Concession.** The City hereby engages the Professional to provide service for the City's golf course, commonly known as Meadowbrook, located at 3625 Jackson Boulevard, and the Executive, located at 200 12th Street, Rapid City, Pennington County, South Dakota.

The Professional shall have the right to engage in those concession purposes customarily associated with operation of a golf course, including but not limited to concessions for Pro Shops, sales of golfing supplies, equipment and instructional lessons. The Professional shall also render professional advice regarding the maintenance of all courses and make appropriate recommendations to the Golf Course Superintendent.

4. **Engagement.** The Professional shall be an independent contractor under this Agreement, and shall not be an employee of the City. The Professional shall be compensated for the professional services rendered under this Agreement as follows:

Management fee for Meadowbrook and Executive Courses - \$120,000.  
Additionally, the Professional shall retain the following:

- 100% of merchandise sales
- 100% of personally provided lesson income
- 100% of Junior Program income
- 10% of Driving Range Fees
- 10% of Cart Rental
- 10% of Cart Storage

The Professional agrees to sell the remaining inventory owned by the City for an amount not less than the minimum price established by the Golf Course Advisory Board.

All furniture and fixtures will remain the property of the City.

One hundred percent (100%) of the operating costs of the Pro Shop, including cashiers, starters, range personnel and marshals. The City shall provide equipment for range operations.

The management fee shall be paid in four (4) payments of \$27,125 on or before January 31, April 30, July 31, and October 31.

This Agreement may be terminated for cause at any time. This Agreement is not assignable and the death or disability of the Professional shall result in termination.

**5. Duties of the Professional.** The Professional shall undertake to the best of his abilities the duties of a golf professional including, but not limited to, the following:

(1) The Professional shall provide assistance in the preparation of Golf Course budgets as requested.

(2) The Professional shall operate Pro Shops at both golf courses at the Professional's own cost, risk, profit, and expense, to include sale at reasonable prices of balls, clubs, and other golf-related equipment.

(3) The Professional shall give golf instruction to any patrons requesting his services. The rate charged for such instruction shall not exceed the rates established by the PGA.

(4) The Professional shall work with the Golf Superintendent to help keep both courses in fit and proper condition and suitable for play during the months of operation, and shall work with the golf course maintenance personnel to accomplish this requirement.

(5) The Professional shall devote his full time and best efforts to his functions under this Agreement. Whenever the Professional is not available when Meadowbrook is open, he shall have first arranged for his designated assistant to be available.

(6) The Professional shall be required to post, in an area or in a manner open to the public, those times during the golf season that he will be available at the Executive golf course, to average no less than one day per week Memorial Day to Labor Day.

(7) The Professional shall, by May 1 of each year, provide to the Golf Course Advisory Board or Parks & Recreation Committee his plan for enhancement of play at the golf courses. Items to be included in this plan are: discussion of league play, tournaments, incentives

to encourage play, and any other suggestions relative to increasing play at the courses. This plan shall also outline during the previous year those periods characterized as low activity and include suggestions from the Professional on how to increase play during those periods.

(8) The Professional shall attend all regular or special meetings of the Golf Course Advisory Board or Parks & Recreation Committee. The Professional shall also attend the Meadowbrook Men's and Women's Association meetings and any Men's or Women's Association meetings for the Executive golf course. If the Professional is not available, his designated assistant shall attend the meeting.

(9) The Professional shall prepare and update information for the city web site relating to golf activities.

6. **Collection of Green Fees.** The Professional shall collect and deposit daily with the City Finance Officer all fees as established by the fee schedule which the City Council shall from time to time adopt by resolution.

The Professional shall be responsible for providing, at his own expense, personnel sufficient to perform the services of counter clerks and assistant professionals where green fees are paid.

The Professional shall also cause to be generated a monthly report delivered to the Parks & Recreation Director to include the following information: total number of rounds; specific times and levels of usage at each course during the previous month; rounds accounted for through season pass holders indicating pass number; and relevant weather conditions during the previous month.

7. **Tournaments.** The Professional shall be permitted to attend three (3) tournaments other than tournaments held in the Rapid City area and shall suffer no loss of compensation therefor during such absence, provided, however, no such absence shall exceed eight (8) days. The Mayor and/or Parks & Recreation Director may approve additional tournaments.

8. **Miscellaneous.** (1) The Professional shall employ and manage seasonal range employees, daily cart maintenance employees, starters and marshals that will perform related

duties. Those seasonal people will keep the clubhouses, concession areas, and the grounds surrounding the clubhouses in a neat and presentable condition.

(2) The Professional shall endeavor to inform the public and promote all activities at the golf courses by any promotional efforts.

(3) The Professional shall provide at reasonable fees such lessons as may be scheduled by the City Parks & Recreation Department; said fees to be retained.

(4) The Professional shall actively improve and promote a junior golf program at both golf courses.

9. **Term.** The term of this Agreement shall be one (1) year, beginning January 1, 2004, and ending on December 31, 2004, without adjustment in management fee.

10. **Insurance.** The Professional shall at all times during the term of this Agreement maintain insurance with a One Million Dollar (\$1,000,000.00) liability limit or equivalent for operations and products liability. Professional shall furnish the City with a certificate of insurance which certificate shall be attached to this Agreement along with a statement generally describing the coverage therein contained. Said policy of insurance shall include the City as an additional insured.

The Professional shall indemnify and hold the City harmless from all liability arising out of any conduct of the Professional or any of his agents or his personnel.

11. **Liability.** The City shall not be held liable and the Professional agrees to assert no liability against the City for any damages caused by failure of the City to maintain, repair, or provide any physical facilities. Specifically, the City shall have unlimited discretion to declare all or any part of the golf courses premises closed and to prohibit the use thereof.

12. **Utilities.** The City shall provide all water, sewer, electricity, and heat for the premises. The Professional shall be responsible for such supervision as is reasonably necessary for proper use of said utilities and shall pay a share as stated below:

- The Professional shall pay one-third (1/3) of all heating costs of the clubhouse for the term of this contract.

- The Professional shall pay one-third (1/3) of all water, sewer and electrical costs until May 1, 2004. After May 1, 2004, all water and sewer costs will be paid by the restaurant concessionaire. If there is no restaurant concessionaire, the Professional shall pay water and sewer costs.
- The City shall install separate electrical meters for pro shop and restaurant. After May 1, 2004, the Professional shall pay for electricity used by the pro shop.

The City shall be responsible for the collection in a central location on the two golf course premises of all garbage, trash, and debris arising out of the operation of all concessions granted under this Agreement.

**13. Maintenance.** At both the golf courses the Professional shall be responsible for clubhouse buildings, minor repairs, janitorial service and the grounds immediately surrounding the clubhouse, to include mowing the grass around the clubhouse and the right-of-way between the clubhouse and Jackson Boulevard.

The Professional shall be responsible for cleaning the bathrooms at the Executive Course for the term of this contract.

The Professional shall be responsible for cleaning the bathrooms at the Meadowbrook Course until May 1, 2004. The City shall reimburse the Professional for cleaning the bathrooms at the Meadowbrook Course as per the following schedule:

January 2004	\$160
February 2004	\$160
March 2004	\$160
April 2004	\$320

After May 1, 2004, the restaurant concessionaire shall be responsible for cleaning the bathrooms at the Meadowbrook Course.

**14. Fixtures.** The Professional shall be responsible for providing all equipment for use in any of the concessions granted by this Agreement.

**15. Quarterly and Annual Reports.** The Professional shall submit a written quarterly report to the Parks & Recreation Director on April 15, July 15, October 15, and January 15. Such report shall show the gross receipts during the preceding quarter from each of the following sources:

- (1) The Pro Shop:

- (2) Golf lessons;
- (3) All other sources.

Additionally, each quarterly report shall show the amount collected on behalf of the City for green fees and season memberships, storage charges for golf carts, cart leases, cart rentals and driving range.

The Professional shall submit to the Parks & Recreation Director and the City Finance Officer on January 30 a complete, detailed financial statement showing an itemized breakdown of all expenditures and receipts for the preceding calendar year, such statement to be kept strictly confidential. The Professional shall provide the above information on a form provided by the City Finance Office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF RAPID CITY:

THE PROFESSIONAL:

\_\_\_\_\_  
Mayor Jim Shaw

\_\_\_\_\_  
Tracy Hamblet III

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

State of South Dakota )  
  ) SS.  
County of Pennington )

#### ACKNOWLEDGMENT

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, known to me to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they,

as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

## ACKNOWLEDGMENT

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires:

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