



**ACTION SHEET  
CITY COUNCIL COMMITTEE MEETING OF 06/25/14  
ITEM FROM FINANCE COMMITTEE MEETING OF 06/16/14**

**ISSUE:**

9. Request for Approval of Golf Course Management Services Agreement – Lease of Concession Area at Marty Sanchez Links de Santa Fe Golf Course (RFP #14/26/P); New Mexico Golf LTD. (Jennifer Romero)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of Golf Course Management Services Agreement for lease of concession are at Marty Sanchez Links de Santa Fe Golf Course (RFP #14/26/P) with New Mexico Golf LTD in the amount of \$121,416.68 not to exceed \$496,416.68. Budget is available in MRC fund.

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMissue

# City of Santa Fe, New Mexico

# memo

**DATE:** June 10, 2014  
**TO:** Finance Committee  
**FROM:** Robert Rodarte, Purchasing Officer  
Purchasing Division  
**VIA:** Marcos A. Tapia, Director  
Finance Department  
**ISSUE:** Award of Request for Proposal # '14/26/P  
Golf Course Management Services

**SUMMARY:**

On March 11, 2014, three proposals were received for the above referenced service as follows:

	Evaluation Score	Interview Score	Resident Preference
New Mexico Golf LTD, Albuquerque	2020	2220	2331
Landscapes Golf Group, AZ	1635	2230	
Golf Management of New Mexico, LLC, Las Cruces	1287.5	1795	

The evaluation criteria consisted of experience (25%); company qualifications (15%); financial capability (10%); work plan (15%); percentages (20); local knowledge (5%); and proposal summary (10%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Jennifer Romero, MRC, Ben Gurule and Debbie Jo Almager, Public Works and Ned Siegel, Advisory Board Member.

The using department has reviewed the proposals and recommends award to New Mexico Golf LTD, Albuquerque in the amount of \$121,416.68 annually for a four year term, if round goals are met the compensation may increase to \$125,000.00 annually.

Budget will be available in account number 52600.510340 (EXP- Municipal Recreation - Other Consulting Service) for each fiscal year.

**ACTION:**

It is requested that this recommendation of award to New Mexico Golf LTD, Albuquerque, in the amount of \$121,416.88 annually for a four year term be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of tabulation score sheet.

**EVALUATION SCORES**  
**GOLF COURSE MANAGEMENT SERVICES**  
 '14/26/P

**Written Evaluation**

RFP Submittals	New Mexico Golf LTD	Landscapes Golf Group	Golf Management of New Mexico, LLC
Robert Rodarte	450	450	417.5
Jennifer Romero	405	245	275
Ben Gurule	435	245	280
Debbie Jo Almager	305	295	185
Ned Siegel	425	400	130
Total	2020	1635	1287.5
Resident Preference	<b>2121</b>		

**Interview Evaluation**

RFP Submittals	New Mexico Golf LTD	Landscapes Golf Group	Golf Management of New Mexico, LLC
Robert Rodarte	445	480	350
Jennifer Romero	440	410	365
Ben Gurule	420	410	345
Debbie Jo Almager	490	455	370
Ned Siegel	425	475	365
Total	2220	2230	1795
	<b>2331</b>		

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, JUNE 9, 2014**

**ITEM 7**

REQUEST FOR APPROVAL OF RFP #14/26/P AND AGREEMENT FOR THE GOLF COURSE MANAGEMENT SERVICES AGREEMENT/LEASE OF CONCESSION AREA (**JENNIFER ROMERO**)

**PUBLIC WORKS COMMITTEE ACTION: Approved on Consent**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

VOTE	FOR	AGAINST	ABSTAIN
<b>CHAIRPERSON TRUJILLO</b>			
<b>COUNCILOR BUSHEE</b>	X		
<b>COUNCILOR DIMAS</b>	X		
<b>COUNCILOR DOMINGUEZ</b>	X		
<b>COUNCILOR RIVERA</b>	X		

City of Santa Fe, New Mexico

# memo

Date: June 2, 2014

To: Public Works Department Committee

Via:   
Isaac J. Pino, P.E., Public Works Department Director

From: Jennifer Romero, MRC Manager 

Re: RE: RFP #14/26/P –Golf Course Management Services Agreement/Lease of Concession Area

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**SUMMARY:**

The evaluation committee has completed their review of the submitted proposals as well as conducted interviews of the following firms and has evaluated them in the following order:

<u>Rank</u>	<u>Firm</u>	<u>Score</u>
1.	New Mexico Golf Limited, Albuquerque, NM	2331
2.	Landscapes Golf Group, Scottsdale, AZ	2230
3.	Golf Management of New Mexico, LLC, Las Cruces, NM	1735

After completion of their review of the proposals and interviews, the Committee recommended the top ranking firm. The firm with the highest evaluation score was New Mexico Golf Limited (NMGL). NMGL received a final evaluation score of 2331 out of a possible 2500 points.

- The committee felt that NMGL provided the following:
  1. strong community and customer service
  2. experience
  3. company qualifications
  4. percentages paid to City of Santa Fe
  5. Local Knowledge
  6. NMGL also had a state preference certificate

The evaluation committee consisted of Robert Rodarte, Purchasing Officer; Ben J. Gurule, Parks Division Director; Debbie Jo Almager, Recreation Division Director; Jennifer Romero, MRC Manager and Dr. Ned Siegel, MSL Advisory Board Member.

The contract has been negotiated by a sub-committee consisting of Ben J. Gurule and Jennifer Romero with Tony Hidalgo of NMGL. The terms are as follows: A new scope of services with the following compensation:

- 1) The City shall pay NMGL \$121,416.68 for FY 14/15 for management fees per year, if rounds goals are met per year this amount will increase to \$125,000 per year for the remainder of the agreement. If the goal is not reached, the compensation will revert back to \$121,416.68 with an annual increase based on any new minimum wage increase.
- 2) The Contractor shall pay the City 5% of gross sales of pro-shop and rentals.
- 3) Players Card: All expenses will be split 50/50 and NMGL shall pay 80% to the City and 20% for NMGL of all player card sales.
- 4) Green Fees: All green fees belong to the City.
- 5) Golf Cart Rentals: All golf cart rentals belong to the City.
- 6) Driving Range: All sales for the driving range will be split 95% for the Contractor and 5% to the City, up to 110,000. At that time the Contractor will receive 90% and the City will receive 10%.
- 7) The agreement will run for three years with a one-year renewable option.
- 8) Armored Car Services Fee Revenue: To be split 50% of gross revenues for the City and 50% of gross revenues for the Contractor.
- 9) Credit Card Service Fee: To be paid in proportionate to each entities total gross revenue generated by credit card sales. They City shall pay 100% of fees attributed to greens fees and golf cart sales revenues generated by credit card sales. The Contractor shall pay 100% of fees attributed to driving range and proshop merchandise sales revenue generated by credit card sales.

Funding is available in business unit/line item: 52600.510340.

**ACTION:**

Your approval and forwarding to the Finance Committee and Governing Body is requested as follows:

- June 9, 2014: Public Works Committee Meeting
- June 16, 2014: Finance Committee Meeting
- June 25, 2014: City Council Meeting

CITY OF SANTA FE  
GOLF COURSE MANAGEMENT SERVICES AGREEMENT  
LEASE OF CONCESSION AREA

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 and the Contractor, whichever occurs last.

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 pro shop 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 responsibilities, 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 NMGL as they pertain to MSL policies and procedures to ensure compliance.

(3) Consistently enforce all NMGL 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 monthly Advisory Board 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 Jonas 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. In collaboration with the Contractor, the City reserves the right to create additional youth golf programs under the City's direction and receive all proceeds from such City programs.

(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.

(5) Collaborate with the City on any golf cart maintenance needs and as needed, coordinate repairs accordingly.

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

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

I. 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 is entitled to renovation as set forth in paragraph 4.C. herein.

B. The City shall pay to the Contractor in full payment for management services rendered, including golf cart maintenance set forth in Article 3C, a sum not to exceed four hundred ninety-six thousand, four hundred and sixteen dollars and sixty eight cents (\$496,416.68), inclusive of applicable gross receipts taxes in total for the term of this Agreement. Contractor shall be paid on a monthly basis and in equal installments of ten thousand one hundred eighteen dollars and six cents (\$10,118.06) for the first year and ten thousand four hundred and sixteen dollars and

sixty seven cents (\$10,416.67) for the second, third and if extended fourth year. The breakdown of payment is as follows:

\$121,416.68 – 2014/2015\*  
\$125,000 – 2015/2016\*  
\$125,000 – 2016/2017\*  
\$125,000 – 2017/2018\* (if the Agreement is extended for a 4<sup>th</sup> year)

\*If the rounds goal per year outlined is not met, compensation will remain at \$121,416.68 per year. Annual percentage increases will be based on any new minimum wage increases.

**ROUNDS GOAL:**

FY 2015/2016: Goal to increase rounds by 5%; based on 3 year average  
FY 2016/2017: Goal to increase rounds by 2.5%; based on 3 year average  
FY 2017/2018: Goal of rounds to stay flat; based on prior 3 year average (if the Agreement is extended for a 4<sup>th</sup> year term)

C. 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 from the manufacturer.

D. 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.

E. 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.

F. Upon termination of this Agreement, the City or a new Contractor may choose 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 golf course.

G. 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 the pro shop and driving range. As rent for the Lease at the concession area, the Contractor shall pay the City per fiscal year for use of its pro shop areas, as follows: 5% percent of gross sales shall be paid to the City on a monthly basis, due on the 15<sup>th</sup> day of the following month. Fees for golf lessons are not included as gross revenue of pro shop areas because 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) Revenue from Player/Membership Card currently not used only 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%) shall be collected for City and fifty percent (50%) for the Contractor. The City shall set the fees. The City and/or the Contractor are both able to 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 revenue shall be split eighty percent (80%) collected for the City and twenty percent (20%) for the Contractor. A maintenance agreement will be purchased for the maintenance and repair of the equipment used to create a resident 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: 100% green fee gross revenue belong to the City.

(3) Golf Cart Fees: 100% golf cart rental fee gross revenue belong to the City.

(4) Driving Range Revenue: To be split ninety-five percent (95%) for the Contractor and five percent (5%) for the City, up to one hundred and ten thousand dollars (\$110,000) in gross revenues collected each fiscal year during the term of this Agreement. Above this amount, the Contractor will receive ninety percent (90%) of gross revenues and the City will receive ten percent (10%) of gross revenues.

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

(6) Credit Card Service Fee: To be paid in proportionate to each entities total gross revenue generated by credit card services. The City shall pay 100% of fees attributed to greens fees and golf cart sales revenues generated by credit card sales. The Contractor shall pay one hundred percent (100%) of fees attributed to driving range and proshop merchandise sales revenue generated by credit card sales. At the end of each contract year, the City will conduct an annual audit to determine and verify the agreed amount to split.

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

5. 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.

6. 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, 2014 and shall terminate on June 30, 2017, unless sooner pursuant to Article 6 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 1<sup>st</sup> and September 30, the parties may continue on a month to month basis, not to exceed September 30, 2018. 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.

7. 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.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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 City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

9. UTILITIES

Utility costs shall be split between the Contractor and Restaurant to reflect sixty percent (60%) for the restaurant and forty percent (40%) for the pro shop.

10. 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.

11. 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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. AMENDMENT

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

23. 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.

24. 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.

25. 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.

26. 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:  
Attn: Jennifer Romero,  
MRC Manager  
P.O. Box 909  
Santa Fe, NM 87504

Contractor:  
Attn: Tony Hidalgo,  
New Mexico Golf Limited  
7001 Osuna NE  
Albuquerque, NM 87109

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

CITY OF SANTA FE:

CONTRACTOR:  
NEW MEXICO GOLF LIMITED

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
TONY HIDALGO, PRESIDENT

DATE: \_\_\_\_\_

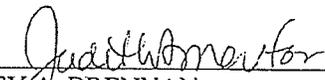
DATE: \_\_\_\_\_

NM Taxation & Revenue  
#14-00110630  
City of Santa Fe Business  
Registration#01-797945-00-5

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, 5/29/14  
INTERIM CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA, DIRECTOR  
FINANCE DEPARTMENT

52600.510340 & OTHER LINES (VARY)  
BUSINESS UNIT/LINE ITEM



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

- |   |                               |                                     |                             |                          |
|---|-------------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 | <b>FOR: ORIGINAL CONTRACT</b> | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/> |
|   | MAINTENANCE AGREEMENT         | <input type="checkbox"/>            | LICENSE AGREEMENT           | <input type="checkbox"/> |
|   | LEGAL SERVICES AGREEMENT      | <input type="checkbox"/>            | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
|   | MEMORANDUM OF AGREEMENT       | <input type="checkbox"/>            | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
|   | GRANT AGREEMENTS              | <input type="checkbox"/>            | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor New Mexico Golf Limited (NMGL)

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$121,416.68 for FY14/15\*subject to

Termination Date: June 30, 2017

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Management services of all duties related to operation of the golf course/plan, organize, direct & oversee golfer activities, proshop/starter station, etc.

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

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

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

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

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe**  
**Summary of Contracts, Agreements, & Amendments**

- 5 **Procurement Method of Original Contract:** (complete one of the lines)  
 RFP     RFQ     Sole Source     Other
- 6 **Procurement History:** First year of 3 year contract with option to renew for one year  
 example: (First year of 4 year contract)
- 7 **Funding Source:** 52600    **BU/Line Item:** 510340
- 8 **Any out-of-the ordinary or unusual issues or concerns:**  
See attached memo  
 (Memo may be attached to explain detail.)
- 9 **Staff Contact who completed this form:** Jennifer Romero    Phone # 955-4465  
**Division Contract Administrator:** Jennifer Romero  
**Division Director:** \_\_\_\_\_  
**Department Director:** Isaac J. Pino
- 10 **Certificate of Insurance attached.** (if original Contract)
- 11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** \_\_\_\_\_
- 12 **Prior year's contract amount?:** \_\_\_\_\_
- 13 **Describe service impact from an ongoing commitment to the contractor:** \_\_\_\_\_
- 14 **Why staff cannot perform the work?:** \_\_\_\_\_
- 15 **If extending contract, why?:** \_\_\_\_\_
- 16 **Was a Santa Fe company awarded contract? If not, why?:** n/a
- 17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes
- 18 **Is this for City Manager or Council approval?:** Council approval needed

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

NEWMEXI-10

JAMA

DATE (MM/DD/YYYY)

7/1/2013

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 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).

PRODUCER Manuel Lujan Insurance, Inc. 4801 Indian School Rd PO Box 3727 Albuquerque, NM 87180-3727	(505) 266-7774	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: <b>Central Mutual Insurance Company</b>	
		INSURER B: <b>New Mexico Mutual Casualty Company</b>	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED  
**New Mexico Golf Ltd.**  
Puerto Del Sol Golf Course  
1800 Girard SE  
Albuquerque, NM 87109-

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			CLP9583074	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PROP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BAP9583073	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CXS9583075	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			833121	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Santa Fe 205 Caja Del Rio Rd Santa Fe, NM 87501-	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 