

AGREED EXTENSION FOR PROFESSIONAL GOLF SERVICES

This Agreement, effective the 1st day of October, 2014, is by and between the City of Seguin, Texas, a municipal corporation, whose address is P.O. Box 591, Seguin, Guadalupe County, Texas 78156, (Hereinafter referred to as "City") and Frank L. "Biff" Alexander III whose address is P.O. Box 853, Seguin Texas 78156 (hereinafter referred to as "Alexander").

This agreement replaces all prior contracts, agreements and amendments thereto.

WHEREAS, the City of Seguin, Texas owns and operates the City of Seguin Municipal Golf Course; and

WHEREAS, the City of Seguin, Texas Municipal Golf Course contains a driving range, 18 hole golf course, pro shop and concession facility (hereinafter "Facilities"); and

WHEREAS, the City of Seguin, Texas seeks to obtain the services of a golf professional to provide golfing lessons and operate the Facilities; and

WHEREAS, Alexander is a golf professional and member of the Professional Golfer's Association and is fully capable of and desires to provide professional golf services for the City of Seguin, Texas; and

WHEREAS, the City of Seguin, Texas agrees that Alexander may have the exclusive right to provide professional golf services at the Facilities under the specified arrangements outlined below:

1. TERM

This agreement shall remain in force through September 30, 2016. Either party may terminate this agreement with a sixty- (60) day written notice.

2. CONDITIONS

A. Duties. Alexander as the Head Golf Professional is also the Director of Facilities and Operations for the Golf Course and related facilities and shall faithfully perform the normal duties of a Head Golf Professional, as prescribed in the City of Seguin standard job description, and as more particularly set forth in paragraphs 1- 8 immediately hereafter.

The duties of Head Golf Professional shall include, but are not limited to, the following:

1. Implement policies established by the City;
2. Assist the Assistant City Manager in preparing the annual budget for golf course operations and developing a capital improvements plan;
3. Recruit, interview, hire, supervise, and evaluate employees in accordance with applicable state and federal laws and City policies;
4. Enforce the rules, policies and regulations of the City of Seguin and its Golf Facility as they presently exist, or as they may hereafter be modified or amended, and report violations of those rules to the Assistant City Manager;

5. Work as a staff liaison with the Golf Advisory Board by providing monthly reports, preparing agendas, distributing packets, attending meetings and providing information as requested;
6. Implement cash handling procedures and systems in accordance with City policies;
7. Perform the following services at Alexander's sole expense:
 - a. Provide golf lessons;
 - b. Provide and maintain an adequate inventory of quality merchandise at the Pro Shop;
 - c. Provide alcoholic and non-alcoholic drinks and food;
 - d. Provide well-trained and well-groomed employees as necessary to operate the concessions;
 - e. Provide staff for golf cart repair, cleaning and daily transport;
 - f. Provide for golf club repair service;
 - g. Conduct tournaments and maintain appropriate records of such;
 - h. Maintain accurate and detailed financial records of all revenue and expenses involved in operation of concessions and services including timesheets and records of funds related to the receipt of green fees and private golf cart trail fees;
 - i. Operate, maintain, and clean the Facilities in compliance with all state and city statutes, regulations and ordinances governing the operation of Facilities, including, but not limited to all health regulations;
 - j. Provide all equipment and supplies required to clean Facilities; and
 - k. Operate the driving range and provide all required equipment and supplies.
- B. Supervision of Head Professional.** Alexander shall report to the Assistant City Manager. If that person is temporarily absent or unable to perform his or her duties, then Alexander shall report to the City Manager.
- C. Evaluation.** Alexander will receive a performance evaluation once each year on or about the anniversary date of this agreement.
- D. Criticism, Complaints and Suggestions.** The City shall refer all known criticism, complaints and suggestions that City deems substantive at the time, to Alexander for study and appropriate action. Alexander shall review and investigate such matters and inform said supervisor of the results.
- E. Outside Consultation Activities.** Alexander may, at no expense to the City and with City approval, serve as a consultant and receive a reimbursement of expenses or be paid an honorarium for such consulting services. Prior to engaging in these activities, Alexander will notify the City, in writing, of the activity. Alexander's outside consultation activities shall not interfere with his duties under the Agreement.

3. COMPENSATION

- A. Salary.** City shall pay Alexander a base salary of \$30,118.00 plus any COLA received by regular city employees for each of the fiscal years of this contract. Payments will be payable in 26 installments on the established City of Seguin

paydays, during the period of employment. The amount paid shall be prorated for any partial employment period.

- B. Benefits.** The City shall provide all the benefits, excluding longevity Pay, to Alexander that are provided to other City employees.

DIVISION OF REVENUE

- A. Cart Rental.** The City shall provide a fleet of 54 power carts at its own expense. Alexander will make weekly payment to City (accompanied by accounting) of 100% of the gross revenue received from cart rentals. In exchange for providing cart maintenance (including preventive maintenance) during FY 2015 Alexander will be reimbursed, monthly, for 20% of the gross revenue from the cart rental. During FY 2016, the monthly cart rental reimbursement shall be reduced to 15%.
- B. Sales.** Alexander shall receive all revenues from: Pro Shop merchandise, food and beverage sales, golf lessons and driving range revenue.
- C. Fees.** Alexander is not entitled to any fees from the use of the golf course, including daily green fees, monthly green fees, annual green fees, and private golf cart trail fees.
- D. Credit Card Fees.** Mr. Alexander shall be reimbursed for 70% of the credit card fees incurred for the operation of the municipal golf course.
- E. Audit.** The City of Seguin may, at its discretion, request an audit of all financial records and books pertaining to Alexander's operation of the City of Seguin Municipal Golf Course. Such audit will be at City expenses and may be conducted internally or by an outside agency, as determined by the City.
- F. Pro Shop Utilities.** The City of Seguin will be responsible for 80% of utility costs for the Pro Shop and Alexander will be responsible for the remaining 20% of utility costs.

5. TERMINATION FOR CAUSE

- A.** The City may terminate this Agreement, during its term, for cause which, for purposes herein, shall be defined as:
1. Material and continuing failure to perform the essential duties of the position of Head Golf Pro including but not limited to failure to work full-time on the business of City of Seguin for reasons other than disability;
 2. Dishonesty;
 3. Gross misconduct or gross dereliction of duty;
 4. Fraud, misrepresentation or other acts of moral turpitude or criminal conduct; or
 5. A material breach of any term of this Agreement.
- B.** Alexander may terminate this Agreement upon any material breach by the City that is not cured within 30 days of written notice by Alexander.

6. SAVINGS CLAUSE

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. INSURANCE

Alexander undertakes and agrees to carry, at his own expense, liquor liability insurance with a company acceptable to the City, in the amount of \$500,000 for each common cause, and general liability insurance in an amount not less than \$500,000 to protect City and any third party from any liability or damage whatsoever, including those referred to herein. Alexander shall name the City as an additional insured on all such insurance and shall provide the City's Director of Finance with proof of such insurance on an annual basis.

8. INDEMNIFICATION

Alexander undertakes and agrees to indemnify and save harmless City for any and all liability for damages City and any third party may suffer as a result of claims, demands, costs, or judgements against it, arising out of the operation of the facilities.

9. ASSIGNMENT

Alexander may not assign this Agreement without the prior written approval of the City Manager of the City of Seguin.

EXECUTED on the ____ day of _____, 2014.

CITY OF SEGUIN

By: _____
Douglas G. Faseler, City Manager

By: _____
Frank L. Alexander III