

**GOLF COURSE CONSULTANT AGREEMENT BETWEEN
CITY OF NEW PRAGUE AND GOLF PROFESSIONAL ENTERPRISES, LLC**

THIS AGREEMENT is entered into this 1st day of January, 2024, by and between the CITY OF NEW PRAGUE, a Minnesota municipal corporation, (“the City”) and GOLF PROFESSIONAL ENTERPRISES, LLC, a professional golf management limited liability corporation (“Contractor”).

RECITALS

WHEREAS, the City wishes to retain the services of the Contractor to render professional golf management services for the operation of the New Prague Golf Club; and

WHEREAS, Contractor has indicated that it is qualified and willing to accept and perform the golf course management responsibilities pursuant to the terms of this Agreement; and

WHEREAS, the City intends to enter into a management agreement with the Contractor in connection with the operation of the New Prague Golf Club for the 2024 golf season with contract renewal for the 2025 golf season based on performance review.

NOW, THEREFORE, for good and valuable mutual consideration, and with the intent of being legally bound, the City and Contractor agree as follows:

1. TERM

The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2024 and terminating December 31, 2024, unless terminated at a sooner date as provided for in this Agreement. The Agreement may be terminated on 30 days written notice without cause or on 24 hours written notice with cause by either party, and payment of compensation hereinafter provided, shall be prorated to the last day this Agreement remains in force. For purposes of this Agreement, cause shall be defined as either (1) a material failure to comply with the provisions of this Agreement; (2) negligent or willful misconduct; (3) dissolution, substantial contraction, or bankruptcy of the non-terminating party; (4) execution of long term management agreement with Contractor or other management company.

2. SCOPE OF SERVICES

Contractor agrees to provide professional golf course management services for the operation of the New Prague Golf Club as more fully described in Exhibit A hereto.

3. COMPENSATION

The City shall pay compensation for services to Contractor without deduction for social security, federal or state taxes. Contractor shall be compensated at the rate of \$100,170.00 or 12 equal payments of \$8,347.50 per month beginning on January 1, 2024 and continuing monthly through December 2024. The City shall furnish Contractor with a copy of required IRS 1099 form(s) setting forth Contractor's annual compensation no later than the end of January of the year following any year during which services are rendered. Contractor shall provide the City with an invoice for fees for each month in which services are rendered. The City agrees to pay such invoice within ten (10) days of receipt of an invoice from Contractor, subject to the City's normal approval process involving the New Prague Golf Board, the New Prague City Council and the City Administrator.

4. EXPENDITURES/EXPENSES

Any expenditures deemed necessary for the operations of the New Prague Golf Club for the upcoming golf season by the Contractor in performance of this Agreement must be authorized by the City pursuant to the City's normal approval process involving the New Prague Golf Board, the New Prague City Council and the City Administrator. All such expenditures shall be subject to City purchasing policies and any federal, state or local laws, rules and regulations. Expenses incurred by Contractor for City business activities are eligible for reimbursement pursuant to City policy. Any vendor service charges, finance charges, interest charges, etc. that are incurred by or caused by the Contractor on purchases or payments to vendors made by the Contractor on the City's behalf, are the responsibility of the Contractor and shall be deducted from the Contractor's monthly compensation once identified by the Finance Department. If the additional vendor charges are caused by or are the direct responsibility of the City's Finance Department due to their delay in processing the vendor payments, there will be no deduction to the Contractor's monthly compensation

5. SERVICE PROVIDER(S); ASSIGNMENT

Services by the Contractor will be performed by the following persons: Kurt Ruehling. All persons providing services through the Contractor shall be subject to routine background checks by the City prior to providing any services pursuant to this Agreement or handling any funds of the City.

Upon approval by the City, the Contractor may substitute other persons to perform the services. If substitution is permitted by the City, the Contractor shall furnish information to the City to allow proper review of the qualifications of the substituted person. No assignment of this Agreement shall be permitted without the written amendment signed by the City and the Contractor.

6. RELATIONSHIP OF PARTIES

The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by the Contractor under this Agreement shall be for and on behalf of the City, in the City's name, and for the City's benefit. In taking any action under this Agreement, the

Contractor shall be acting only as an agent for the City, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of principal and agent. The Contractor shall not have the power to bind or obligate the City except as expressly set forth in this Agreement, except that the Contractor is authorized to act with such authority and power as may be necessary to carry out the spirit and intent of this Agreement.

7. AMENDMENTS

No amendments may be made to this Agreement except in writing and executed in the same manner as this Agreement.

8. INDEPENDENT CONTRACTOR

The parties agree that Contractor and its employees are not employees of the City. The Contractor and its employees will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. All services provided by the Contractor, Contractor's officers, agents, and employees pursuant to this Agreement shall be provided by such persons as an employee of the Contractor or as an independent contractor and not as an employee of the City for any purpose.

9. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless, the City, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Contractor, its contractors or subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or any party that directly or indirectly benefits from the activities specified in this Agreement, or anyone for whose acts or omissions they may be liable in the performance of the activities specified in this Agreement and against all loss by reason of the failure of the Contractor to perform fully, in any respect, all obligations under this Agreement.

Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its elected officials, officers, employees, agents and representatives are otherwise entitled.

10. DATA PRACTICES/WORK PRODUCT

Contractor agrees to comply with the Minnesota Government Data Practices Act (the "Act") and all other applicable state and federal laws relating to data privacy or confidentiality. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement, or services provided thereunder. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. All data created, collected, received stored, used, maintained or disseminated by Contractor in performing its obligations is subject to the requirements of the Act, and Contractor must comply with the requirements of the Act as if Contractor was a government entity. Contractor agrees to hold the City, Mayor, City Council Members, and employees harmless from any claims resulting from Contractor's failure to disclose data maintained by Contractor and authorized for release by the City, and from Contractor's unlawful disclosure or use of data protected under state and federal laws.

Any information, data, reports, records, contracts, work products or other materials given to or prepared or assembled by Contractor under this Agreement shall be kept confidential and Contractor shall not make any of this material available to any individual or organization without prior approval of the City.

At the termination of this Agreement, all information, data, reports, records, contracts, work products or other materials relating to the Contractor's assignment and duties under this Agreement shall remain the property of the City of New Prague.

All Contractor personnel records associated with personnel assigned under the terms and conditions of this Agreement shall be and remain the exclusive property of the Contractor provided, however, that the Contractor shall grant the City, City Administrator and/or City Attorney the right to review such files upon at least five days' notice of their intent to review such files.

11. AUDITS

Contractor agrees that the City or the State Auditor, including any duly authorized representatives of the City or State Auditor, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that involve relevant transactions relating to this Agreement at any time during normal business hours and as often as they may reasonably deem necessary.

12. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in and under those courts located within the County of Le Sueur, State of Minnesota.

13. NOTICES

Any notice or demand authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To Contractor:

Golf Professional Enterprises, LLC
C/O Kurt Ruehling
423 Flag Boulevard NE
New Prague, MN 56071

To the City:

City of New Prague
C/O City Administrator
118 Central Avenue North
New Prague, MN 56071

14. INSURANCE

A. Contractor warrants and represents that it is a limited liability company with employees and therefore is subject to liability for workers' compensation benefits under Chapter 176 of the Minnesota Statutes. As a result, Contractor shall purchase and maintain appropriate workers' compensation insurance as required under Minnesota law. Moreover, as an independent contractor for the City, neither Contractor nor any of its employees have any entitlement or claim to workers' compensation benefits from the City.

B. Contractor shall purchase and maintain general and professional liability insurance to protect against claims for damages because of injury to persons or damage/destruction of any tangible property including loss of use resulting therefrom and from any claims arising out of the performance of this Agreement by the Contractor. The base limits for the general liability and automobile insurance policies shall be at least \$1,500,000 combined single limit.

C. Contractor shall provide the City with evidence of the foregoing insurance and policies in the form of a certificate from the insurer naming all policies no later than ten (10) days after the execution of this Agreement. The City shall be an additional named insured on both the general liability and automobile insurance policies. All insurance policies shall also contain a provision that they may not be cancelled or non-renewed unless prior written notice thereof is given to the City not less than sixty (60) business days (ten (10) days for non-payment of premium) prior to such cancellation or non-renewal date.

15. PERFORMANCE BOND

The City reserves the right to require, in its sole discretion, that Contractor post a bond, certificate of deposit, or other similar instrument approved by the City in an amount as the City reasonably deems to be adequate compensation for damages resulting from Contractor's nonperformance of its obligations under this Agreement. The City agrees to provide the Contractor with thirty (30) days advance notice of its intent to require such bond, certificate of deposit, or other similar instrument.

16. CONFLICT OF INTEREST

Contractor certifies that to the best of its knowledge no City officer or employee has any pecuniary interest in the business of Contractor or in this Agreement. No person associated with Contractor has any interest that would conflict in any manner or degree with Contractor’s performance of this Agreement.

17. COMPLIANCE WITH LAWS AND REGULATIONS

In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement notwithstanding other termination provisions contained herein.

18. COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any oral or written agreements between the parties. This Agreement may only be modified by written agreement signed by both parties.

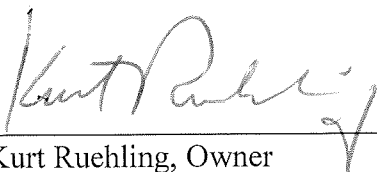
19. SEVERABILITY

In any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Golf Professional Enterprises, LLC

City of New Prague

By:  _____
Kurt Ruehling, Owner

By: _____
Mayor

By _____
City Administrator

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following services in connection with the management of the New Prague Golf Club:

- Identify the club's needs and goals.
- Work with the New Prague Golf Board and New Prague City Council in the development and implementation of a management plan for the short and long range operations of the golf course.
- Develop and recommend to the New Prague Golf Board and the New Prague City Council the appropriate services and programs to be offered at the golf course in order for the golf operations to be profitable.
- Market, advertise and promote the golf course to increase membership, attract tournaments and events. Communicate business details and plans to Golf Board and to City Administration monthly.
- Maintain customer service and satisfaction to ensure retention of members and events.
- Review monthly status reports with the City Administrator including membership counts, events booked, pricing adjustments, golf course readiness, tee time capacity, marketing efforts completed and underway, banquet facility operation and food and beverage services, financial results and net operating income, customer complaints and follow-up, and other information as requested by the City Administrator.
- Attend, or be represented at, all New Prague Golf Board meetings and provide agenda and administrative support, prepare reports and compile information necessary for the decision-making process.
- Recommend fees and other charges for services to the New Prague Golf Board and New Prague City Council which ensures that such services are provided in accordance with sound business principles.
- Oversee and manage the use of the golf course facilities during the off season, including but not limited to rental of banquet facilities, operation of food and beverage services, plan menus and maintains inventory as needed, provide for the overall care and maintenance of the facilities.

- Contractor shall possess a certified food manager license to be in compliance with Minnesota Department of Health and Le Sueur County regulations and requirements at any time food preparation occurs at the golf course.
- Contractor and any employees of Contractor shall each possess an alcohol server certification and any additional appropriate training and shall train and require all servers at the golf course to be in compliance with such certification at any time alcohol is provided at the golf course.
- Manage the golf shop and maintain appropriate inventory levels. Retail operations in the golf shop are for the financial benefit of the New Prague Golf Club.
- Oversee, manage and direct all golf club personnel and activity deemed necessary for the financial success of the golf course operations, subject to the consent and authority of the City Administrator and the City's policies, including but not limited to the City's personnel policies, and all federal, state and local laws, rules and regulations.
- Oversee all golf course operations through regular contact and interaction with City staff, assign to the golf course and other employees, as appropriate, participate in event planning as necessary, conducts follow-up on all events and addresses customer complaints as required. Any complaints and their resolution shall be reported to the City Administrator on a weekly basis. Any complaints received by the City shall be reported to the Contractor on a weekly basis.
- Undertakes or effectively recommends a full compliment of personnel (Golf Shop, Bar, Food and Beverage Operations, Golf and Maintenance Operations), including interviewing applicants, hiring, transfer, training, assigning and prioritizing work, scheduling staff, coaching and performance evaluation in accordance with the New Prague Personnel Policies. Provide annual performance evaluations and feedback to City Administrator for full-time staff.
- Provide a system for and oversee the maintenance of all departmental records, prepare departmental reports, assist with enforcement of all City policies and ordinances.
- Prepares the annual operating capital, and improvement budgets for the department and submits to the City Administrator in accordance with the City adopted budget practices. Administers the final City Council approved budget.
- Establishes priorities and standards for various projects and departmental work; assigns personnel; reviews project assignments; responds to emergencies and unanticipated needs with appropriate action plan; advises the Board and City Administrator of work planned, work completed, emergencies and problems encountered.
- Manages the daily tee-sheet to maximize daily and event play.

- Manages food and beverage services, plans menus and maintains inventory; serves as food safety manager.
- Operate machines (computer, cash registers, fax, phone, charge card machine, building equipment/machines/systems) and other equipment.
- Prepare and submit daily reports following each day. Prepare daily cash deposit and deliver to the bank in a timely manner.
- Prepare and submit month end reports on the 1st business day of the following month.
- Prepare maintenance schedules for the operation and maintenance of all capital equipment and systems operated within the golf clubhouse and identify the responsible personnel to conduct the appropriate maintenance on a daily, weekly, monthly, etc. basis.