

AGREEMENT WITH INDEPENDENT CONTRACTOR

THIS AGREEMENT, by and between the CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, "CITY," and _____
"OPERATOR."

THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THIS IS A PUBLIC COURSE, AND NOT SUBJECT TO PRIVATE RESTRICTIVE USES;

WITNESSETH:

WHEREAS, the City owns a nine (9) hole golf course with accompanying clubhouse located on U. S. Highway #95, approximately two miles south of the municipal limits of the City, and the City desires to contract for five (5) years beginning on January 1, 2024 and ending December 31, 2029, for the operation thereof by the OPERATOR upon the terms and conditions hereinafter set forth;

I. GENERAL CONDITIONS:

A. Definitions:

1. Operator: _____. An independent contractor and not an employee of the City.
2. City: The City of Bonners Ferry, Boundary County, Idaho.
3. Season: The official golf season shall run from May 1 through October 31, but may be adjusted at the discretion of the Operator based on weather conditions.
4. Golf Committee: The Golf Committee, as established by the Bonners Ferry City Council, pursuant to Bonners Ferry City Code § 2-3-1.
5. Course: Mirror Lake Public Golf Course.
6. Concessions Revenue: Any revenue collected directly related to the operations of the food and beverage concessions including all revenue from the selling or serving of food or beverage (including alcoholic beverages).
7. Data: Any data or information requested by the City Clerk, City Administrator, City Auditors, Mayor or Council concerning Mirror Lake Golf Course.
8. City Administrator: The City Administrator of the City of Bonners Ferry, as hired by the City of Bonners Ferry.
9. City Clerk/Treasurer: The City Clerk/Treasurer as appointed by the City Council pursuant to Bonners Ferry City Code § 1-7A-1 and 1-7A-2.
10. City Auditors: The independent financial auditors of the City of Bonners Ferry, employed by the City pursuant to Idaho Code § 67-450B.

B. Data

1. All requested data relevant to the operation and success or failure of the business shall be provided to the City by the Operator upon request from the Mayor, City Council, City Clerk, City Attorney or City Administrator.
2. The City may withhold payment to the Operator if the required

information is not provided in a timely manner.

3. All information and data relevant to the operations and success or failure of the business shall be considered confidential in nature, with disclosure limited only to the Mayor, City Clerk/Treasurer, City Administrator, City Attorney, City Auditors, and City Council. Public disclosure shall be exempt under Idaho Code §9-340, unless otherwise consented to by the Operator.
4. At any time discussion of the data referred to herein is required between the City Council and the Operator, such discussion would be open to the public. Therefore, it is understood that the Operator shall request an Executive Session with the City Council to hold this discussion in private. Failure to request an Executive Session will be deemed to be consent by the Operator to public disclosure of such data as discussed.

C. Financial Records:

1. The Operator shall submit the financial records of the business to the City Clerk/Treasurer by no later than January 31 of each calendar year:
 - a. Any and all information necessary to perform an audit, including payroll data; and,
 - b. Profit and loss information for Concessions operations.
- D. The Operator shall be solely responsible for hiring, training, and supervising all assistants and other employees as are necessary to satisfactorily perform his duties under this agreement.
- E. The Operator shall attend all meetings of the Golf Committee as requested.
- F. The Operator and the Golf Committee shall maintain effective communications with the City Administrator and City Council as necessary to enhance the quality of overall operations and maintenance of the City's golf course and clubhouse.
- G. The Operator, in conjunction with the City Administrative staff, shall propose to the City Council recommended changes in the fee structure following each season for the upcoming year. Council as a body may impose new rates regardless of whether the Operator suggest rates.
- H. The Operator shall conform his conduct to all applicable laws and regulations, including but not limited to, payment of payroll taxes, provision of worker's compensation coverage, and obtaining and maintaining all applicable licenses.
- I. The Operator's responsibility shall extend through the golf season and for such period of time immediately prior and subsequent as necessary to prepare the course for seasonal operations and to conclude each season's activities.
- J. The Operator shall, at his expense, maintain such records as are directed by the City Clerk/Treasurer so as to provide meaningful cost and revenue data on the major elements of his operations, including revenue and expense breakouts for each major element of operations. This shall include, at minimum, cost-revenue data for the 1) driving range, 2) pro shop merchandising, 3) concession operations, 4) daily and seasonal passes and cart path fees, and 5) cart and equipment rentals.
- K. All services and facilities shall be offered and operated on a non-discriminatory

basis to all members of the public in conformance with the fees and rules established by the City of Bonners Ferry.

- L. The City Administrator shall be the City's representative for the administration of this contract.
- M. The Operator shall have the right to utilize the name and trademarks of "Mirror Lake Golf Course" for purposes of advertising, merchandising, or other promotional efforts related to the Course in conformance with the policies of the City.
- N. In no event shall the Operator alter or improve any portion of the Golf Course, except as otherwise expressly permitted under this Agreement.
- O. Operator is entering into this Agreement as an independent contractor to provide the services set forth in this Agreement. By entering into this Agreement, Operator acknowledges that it is acquiring no rights whatsoever in the Golf Course, or any portion thereof (including the Improvements and any trade names, trademarks, logos, emblems and similar identifying matters) or the Equipment and Supplies, except a nonexclusive and revocable license to enter upon the Golf Course and use the Equipment and Supplies, if and to the extent reasonably necessary to carry out its obligations pursuant to this Agreement. Operator further agrees that it will not assert, in any legal action or otherwise, any additional right or interest in the Golf Course, or any portion thereof (including the Improvements and any trade names, trademarks, logos, emblems and similar identifying matters) or the Equipment and Supplies, and will not record any lis pendens or any similar notice of lien against the Golf Course, or any portion thereof (including the Improvements and any trade names, trademarks, logos, emblems, and similar identifying matters) under any circumstances.

II. PROFESSIONAL SERVICES OF THE OPERATOR:

A. Duties—Control of Golf Play:

1. The Operator shall be responsible for collection and remitting all fees associated with play at the City's Course, including daily fees, seasonal pass fees, trail fees, and punch card fees. Operator shall also remit said collected fees each Friday before the first and third Tuesday to the City with a proper accounting on City's form with a copy of the weekly golf registration book.
2. The Operator shall accept tee time reservations and schedule regular play during the Season.
3. The Operator shall monitor play and players upon the course so as to ensure the timely progression of play, observation of golf etiquette, and preservation of turf conditions.
4. The Operator shall provide an adequate supply of score cards and pencils sufficient for play during the Season. The Operator may include advertising on the score cards to defray costs.
5. The Operator shall enforce course rules as promulgated from time to time by the City Council.
6. The Operator shall have the authority to remove anyone from the course who willfully violates course rules and regulations.

7. All fees charged shall be enforced by the Operator after set by resolution of the City Council.
 8. The Operator will willingly enforce all policies and rules as established by the City Council in the daily operations of the course with the public.
 9. It is agreed that the Operator will maintain the following data:
 - a. Daily Tee Sheet Log
 - b. Season Pass and Punch Card Sales
 - c. Trail Fees
- B. Duties—Tournaments
1. The Operator shall be responsible for setting dates of tournament play. Notice of course closures for the public due to tournaments will be made available as soon as reasonably possible.
- C. Duties—Concessions and Bar
1. The Operator shall have the exclusive right to operate a Restaurant/Concession Area, which shall include the following duties, as well as any other necessary duties implied herein:
 - a. To hire, fire, and supervise all employees engaged in the operation of the business of restaurant and concessions including bartending, waiting, food preparation, and cleaning persons; to be responsible for wages and ensuring compliance with all state and federal labor laws.
 - b. To provide the necessary food, beverages, and consumable supplies used in the restaurant/concessions at his sole expense.
 - c. To determine the prices charged for food and drink served in the restaurant/concessions.
 - d. To make available on a yearly basis, a profit and loss statement for the restaurant/concessions and bar operations in a form satisfactory to the City Clerk, including full statement of expenses and profit, by November 15th of each year.
 - e. To reasonably ensure that employees and patrons do not smoke while in the building.
 - f. To reasonably ensure that employees do not consume alcohol while working.
 - g. To ensure all employees are dressed professionally and are clean, courteous, and efficient.
 2. The Operator may obtain a liquor by the drink license, beer license, and wine license from the State of Idaho and Boundary County, and may operate, at his sole expense, a bar on such occasions as the Operator deems feasible. All expenses shall be the Operator's sole responsibility and he shall retain all profits thereof. Operator shall not neglect their other duties herein for service in the bar.
 3. The City of Bonners Ferry specifically leases to the Operator the clubhouse as described in this agreement for the purpose of dispensing alcoholic beverages, including liquor by the drink for the term of this contract.
- D. Duties—Golf Course Labor and Maintenance
1. Operator shall, at his expense, perform all ongoing and routine labor and maintenance on the golf course premises including, but not limited to, all

duties and responsibilities outlined in “Appendix A” attached hereto and incorporated by reference.

2. Operator shall perform all tasks listed in “Appendix A” in a workmanlike manner and as a reasonable and prudent golf course manager would.
3. Operator shall maintain all equipment in a prudent manner and in accordance with industry standards, including but not limited to, greasing, lubricating, and checking the fluids in all machines each time they are used or daily.

E. Duties—Other

1. The Operator shall make themselves available to the City’s Golf Committee for information and consulting purposes so as to facilitate their position as advisors to the City Council. The Operator shall likewise cooperate with the City Administrator and other City departments as to deal appropriately with Course conditions and repairs.
2. The Operator shall be responsible for the ongoing marketing and promotion of play at the Course. The Golf Committee and City Administrator shall review the Operator’s marketing plan yearly. As part of this marketing plan, Operator will acquire, at its expense, Teesnap or a comparable program with which to conduct marketing and course management. Operator shall submit said plan by April 1st of each year, reviewable yearly by September 30th. All advertising by the Operator shall contain the Land and Water Conservation Service logo or designation. Advertising will include identifying areas as being publicly owned and operated as a public outdoor recreational facility.
3. The Operator shall cooperate with the City’s Auditors.

III. FACILITY OPERATIONS AND MAINTENANCE:

A. Pro Shop:

1. The Operator shall have the exclusive right to operate the area set aside in the clubhouse for the purpose of displaying and merchandising golf and sporting equipment, accessories, and apparel. The Operator shall maintain a level of inventory throughout the season sufficient to permit an adequate selection for patrons of the Course.
2. Operator shall stock Pro Shop at his own expense and shall retain all profits thereof.

B. Driving Range:

1. The Operator shall operate and maintain the driving range located at the Course. The parties to this agreement agree and acknowledge that title to all fixtures is exclusively in the City.
2. The Operator shall provide, at his expense, an adequate number of range balls for use on the driving range.
3. The Operator shall collect all driving range fees and remit to the city all sales. The Operator shall be entitled to eighty percent (80%) of fees collected, the city shall be entitled to twenty (20%) which will be used in exchange for the use of the City’s mowers and other maintenance materials relating to the operation and maintenance of the driving range.

C. Clubhouse:

1. The Operator accepts the Clubhouse in its current condition. The Operator

may, at his expense, provide and install equipment, appliances, fixtures, and or other improvements to the area under the Operator's control with written approval of the City Administrator or the City Council, Unless otherwise agreed to, all items installed by the Operator shall become part of the inventory listed in Section VII, part B

2. The Clubhouse must be kept in a presentable manner for public occupation including cleanliness and organization.
3. The Operator shall provide janitorial services for the Clubhouse, including but not limited to: window cleaning, cleaning carpets as necessary, and cleaning of restrooms, storage, dining, and kitchen areas.
4. The Operator shall, as necessary, see that grounds around Clubhouse including deck, parking lot, sidewalks, and practice green are policed and cleaned as necessary.
5. The Operator shall ensure that the kitchen and dining facility are kept clean and attractive. Operator shall be responsible for obtaining any required food handler's licenses.
6. The Operator shall, at his expense, provide all supplies and tools necessary for carrying out maintenance responsibilities in the Clubhouse including cleaning supplies, light bulbs, paper products, and like consumables.
7. The Operator shall be responsible for the cost of the electric utility service to the Clubhouse.

D. Golf Cart and Club Rental:

1. The Operator shall provide, each day the course is open, at least four (4) sets of right-handed rental clubs and one (1) set of left-handed rental clubs shall be available for reservation, rental, or use by golf course patrons.
2. The Operator shall provide, each day the course is open, a minimum of twelve (12) power drive carts, all in good repair, for rental to golf course patrons.

E. Golf Course Maintenance:

1. The Operator shall perform all Course maintenance as dictated in "Appendix A," attached hereto and incorporated by reference herein.
2. The City and Operator shall collaborate on the removal of trees and tree stumps on and around the Course.

F. Golf Course Equipment

1. In cases where due to lack of routine maintenance or care is caused by the Operator or his agent's malfeasance or nonfeasance, the Operator shall be responsible for costs of maintenance, repair and or replacement of unit at their costs.

G. Golf Course Alterations Modifications and Improvements

1. Wherein improvement, alterations or modifications to the golf course are contemplated that will change the course of play, the Operator shall bring forth such suggestions first to the City Administrator and/or Mayor. The Operator shall include all changes proposed including cost implications that may result in such modifications. Prior to making any changes that affect play, or come at a financial cost to the city, the Operator shall first have approval by the Mayor and Council. Should modifications be

suggested that do not affect play and/or does not have a fiscal impact by the city, they golf course Operator shall seek the approval of the city Administrator and/or Mayor. All approved modifications should be presented to the golf committee for comment.

2. Alterations or modifications to course play for the purpose of this contract does not include placement of green pins or tee box pin placement or any other alteration that does not have a fiscal impact to the city's budget.

IV. RESPONSIBILITIES OF THE CITY:

A. The City shall, at its sole expense, provide the following:

1. Water and sewer utility services. Operator shall pay all other utilities including telephone, internet, and garbage. City shall be responsible for electrical service necessary for any other portion of the property, not including the Clubhouse.
2. Equipment including mowers, fuel for equipment (gas and/or diesel), equipment parts, and fertilizer for the Course. However, the city is not responsible for the daily maintenance and care of the equipment, refer to section III.F, regarding the responsibility of the Operator.
3. Major repairs to the water pumps and equipment as become necessary and other non-routine repairs where outside shops or special service are required. Operator shall consult with City before incurring such expense.
4. Repair acts of God and vandalism.
5. Major repairs of Clubhouse building, pump sheds, and cart sheds, including painting, structural repairs, roofing, decking, stairways, windows, fire suppression systems, electrical, and plumbing.
6. New or replacement signage for use around the Course.
7. All parts and equipment and maintenance repair where outside shops or special service are required, except for in cases where the maintenance or repair is caused by the Operator or his agent's malfeasance or nonfeasance, wherein Operator shall be responsible for costs of maintenance and repair.

V. FEES AND PAYMENT:

- A. GREEN FEES, SEASON PASSES, PUNCH CARDS, and CART PATH FEES:
Operator shall collect all greens fees, season pass fees, punch card fees, and cart path fees and shall deliver them to the City each Friday before the first and third Tuesdays of each month along with a copy of the weekly golf registration book. The City shall then remit to the Operator twenty percent (20%) of all greens fees, season pass fees, and cart path fees collected.

The Operator shall have the right to pass through any card or bank fees used in the transaction of acquiring any greens fees, season passes, punch cards or cart path fees to the purchaser.

- B. RAIN CHECKS, REFUNDS, AND COMPLIMENTARY GOLF:

Operator shall have the discretion to issue rain checks and refunds in conformance

with adopted policies of the City. The City shall be entitled to its eighty percent (80%) share of these fees regardless of the reason for the refund or rain check. Operator may also elect to provide complimentary rounds of golf at its discretion, but shall account for and remit the City's eighty percent (80%) share to the City.

C. DRIVING RANGE FEES:

Operator shall be fully responsible for the maintenance and operations of the driving range, including collecting all sales and proceeds.

D. CONCESSIONS AND BAR:

Operator shall pay all costs and expenses of operating the concessions and bar and shall retain all profits and absorb all losses from such.

E. CONTRACT AMOUNT:

The City shall pay the Operator SIXTY THOUSAND (\$60,000) in Twelve (12) equal monthly payments to be made on the 20th day of each month beginning in March. Any additional adjustments shall be made upon mutual agreement. This contract amount has been adjusted to compensate the Operator for the following costs:

1. City's portion of value of up to eight season passes for employees of the golf course.
2. To reflect the approximate amount of electric utilities to the Clubhouse.
3. City's portion of compensated rounds at the discretion of the Operator.

F. ACCOUNTING:

The Operator shall provide to the City, on or before November 15th of each calendar year, a complete profit and loss accounting for all facets of the Course operations including but not limited to: driving range, greens fees, concessions, pro shop, rentals, etcetera.

The accounting shall be for a period of one year beginning November 1st and ending October 31st.

G. BUILDING LEASE: The City agrees to lease to the Operator the Clubhouse located on the premises for the sum of FOUR HUNDRED NINETY-TWO DOLLARS and 19/100 (\$492.19) per month for twelve months, a total of FIVE THOUSAND NINE HUNDRED AND SIX DOLLARS and 28/100 (\$5,906.28). Any additional adjustments shall be made upon mutual agreement.

H. CART SHEDS: The City shall retain all fees collected from rental of space in the cart sheds located on the premises.

VI. MISCELLANEOUS:

A. [Reserved]

B. The City and Operator agree that Operator shall be an independent contractor and not an employee, agent, or any other relationship to the City. Operator shall have full and complete control of his operations under this Agreement. As Operator employs additional personnel (employees of the Operator), Operator shall do so at his own expense. Operator shall determine how many employees they may need, how they work, and wages and employment conditions. Operator shall maintain his own payroll and payroll records, schedule wage payments, and provide all

insurance required by law.

- C. The Operator shall not engage in any form of unlawful activity on the premises of the Course and shall not permit or condone any such activity by employees, customers, or others. If illegal conduct is observed, the Operator shall report the matter to the police. Additionally, the Operator shall reasonably attempt to provide a drug free workplace and promptly discharge any employee found to be engaging in unlawful activity or sexual harassment.
- D. In the event the Operator needs direction, information, or authorization between Council meetings, the chain of authority shall be as follows:
 - 1. City Administrator
 - 2. Mayor
- E. The Operator shall request purchases through the City's established channels and purchases shall be subject to budgetary limitations.
- F. Business financial information provided to the City by the Operator shall be confidential and protected from disclosure as allowed under Idaho Code § 9-340. Such information may be made available by City to the City Administrator, City Treasurer, City Attorney, and City Auditors. In the event of termination of this Agreement by either party, the most recent two years of financial data shall be provided by the Operator to the top five incoming candidates as identified by the City. If the Operator is unable or unavailable to provide the data, the City will release the summary information relating to sales and expenses.
- G. Negotiations for renewal or extension of this Agreement shall begin, if at all, during the second year of this agreement. Either party may initiate negotiations by submitting a written request to negotiate with the other party.
- H. Operator shall ensure that signs are displayed at the clubhouse and on the course to indicate that the course is funded by the "Land and Water Conservation Service."
- I. Operator may establish a reasonable dress code for use on the golf course, restaurant, and clubhouse facilities.
- J. Season ticket charges and greens fee charges will be set periodically and shall be set by the City only in accordance with applicable state law. City shall set fees that are competitive with similar area facilities. All fees charged by the Operator must be competitive with similar area facilities.
- K. Operator shall be entitled to eight (8) individual season passes to allow its employees and principal shareholders to golf at the course. The Operator shall provide a written list of these employees to the City. Should changes be made throughout the year to this list, the Operator will notify the City.
- L. Operator shall report any accidents observed to have happened on city property or involving city property at the Course. Operator shall provide as much information as he/she can from the observations made in the course activities associated with the operations. Such information should be reported to the City Administrator as soon as physically possible and reasonable efforts should be made to assist those in need.
- M. Operator shall follow all rules for care and use of public property to assure that the public investment in Mirror Lake golf Course property is protected and that the safety of the public and other workers is maintained.

- N. Subject to applicable law, each of the parties covenants and agrees that neither it nor any of its respective agents, officers, key employees or directors, will in any way publicly disparage, call into disrepute, defame or slander the other party in any manner that would damage the business or reputation of such other party.

VII. SOCIAL MEDIA USE AND INTERNET ADVERTISING:

- A. Operator shall have the right to utilize the name and branding of Mirror Lake Golf Course in internet and social media advertising, including, but not limited to webpages, Facebook, Instagram, twitter, etcetera.
- B. Operator shall have the right to establish and maintain webpages and social media page relating to Mirror Lake Golf Course, but recognizes that such page are its exclusive property, not property of the City.
- C. Operator agrees to abide by the following terms in regards to the establishment and use of social media pages related to Mirror Lake Golf Course:
1. Webpages and social media pages shall indicate that the page is owned and operated by the Operator, or its affiliated business.
 2. All internet and social media pages shall specify that Mirror Lake Golf Course is a municipal golf course owned and operated by the City of Bonners Ferry.
 3. All content posted on webpages or social media shall be of a professional nature and shall be of a standard that reflects positively upon the public investment and ownership of the Course.
 4. Content on social media forums and webpages must abide by all applicable federal, state and local laws, regulations and policies, including copyright, trademark and printed material laws.
 5. All content posted on webpages or social media shall not promote, foster or perpetuate harassment or discrimination on the basis of race, color, religion, sex age, national origin, citizenship, physical or mental disability, genetic information, veteran status, sexual orientation, gender identity/expression or any other characteristics protected by law.
 6. Personal Social Media: the City acknowledges that the Operator of their employees may utilize personal social media pages. If the Operator or its employees speaks about the city of Course on personal social media, or makes reference to the City of Bonners Ferry, the public may perceive that the Operator or its employees is acting on behalf of the City of Bonners Ferry. When making such statements, the post must clearly state that the statements are the poster's personal views and are not the views of the City of Bonners Ferry. An example of such disclaimer is "The views, opinions, ideas and information expressed are my own and do not reflect the views of the City of Bonners Ferry and are not in any way attributable to the city of Bonners Ferry." Further, the Operator or their family members agree to not make posts or statements on their personal social media pages which defame or besmirch the City or its relationship with the Operator.

VIII. ASSUMPTION OF LIABILITY AND LIABILITY INSURANCE:

- A. The Operator agrees to hold City harmless from any acts of malfeasance or nonfeasance on the part of the Operator, his employees, or agents.
- B. Work performed under this Agreement will be performed entirely at the Operator's risk and Operator assumes all responsibility for the condition of tools and equipment used in the performance of this Agreement, even if such tools and equipment are the property of the City.
- C. Insurance: Operator shall purchase and maintain insurance during the term of this agreement as follows: Comprehensive general liability having limits of \$1,000,000 for bodily injury and property damages combined per occurrence and a \$2,000,000.00 annual aggregate limit, such limits shall include liquor liability. The City of Bonners Ferry and its elected and appointed officials and employees shall be named as an additional insured, and provided with a certificate of insurance showing compliance with this section.

IX. TERMINATION:

- A. This Agreement may be terminated by either party for any reason with thirty (30) days notice to the other party.
- B. In the event the Operator's services are terminated for any reason, including non-renewal of this agreement as provided for in Section X, the Operator or its representative may elect to have the City purchase all merchandise and equipment in accordance with the following formula:
- C. Floor merchandise, bar, and snack bar inventory by age of merchandise:
 - 00-06 months at invoice
 - 07-12 months at 95% of invoice
 - 13-24 months at 90% of invoice
 - 25 months and older City may refuse to purchase
- D. Equipment: power golf carts, store equipment, fixtures, rental equipment, bar/snack bar equipment fixtures and any other categories which the parties may agree at the time of sale shall be included at the time of purchase. In the event the parties cannot otherwise establish a value, they shall obtain two (2) estimates (one for each party) from dealers or other qualified persons and the average between the two (2) estimates will establish the sale price of each item.
- E. City may, as it deems necessary, require the Operator to compile an inventory of all merchandise and equipment subject of this provision, together with the value Operator believes should be assigned to each item.
- F. In the event the Operator elects to have the City purchase the merchandise and equipment under this provision, he shall give the City thirty (30) days written notice. Such notice shall include the inventory and valuation the Operator believes should be assigned to the property and any merchandise and equipment that the Operator desires to exclude from this provision. The Operator shall also provide the City with proof that all debts incurred by the Operator in the operation of the contract are fully paid and satisfied and if any amount be unpaid the City may apply the proceeds of the purchase of the merchandise and equipment to the payment of such debts of the Operator as they deem fit.
- G. If the Operator purchases any outside maintenance equipment, the City of

Bonnors Ferry shall not be obligated to purchase that equipment from the Operator.

- H. The City shall, within thirty (30) days of receipt of such notice, inform the Operator of any disagreements concerning the items listed and assigned values. Within sixty (60) days of contract termination by either party or upon signing of a new contract with a new contractor, whichever shall occur first, the City shall pay the Operator as herein agreed.

X. NON-APPROPRIATION:

The City is an Idaho Municipal Corporation which, by law, has a fiscal year beginning on October 1st of each year and ending September 30th the following calendar year. In the event the City shall not appropriate funds to pay the obligation falling under this agreement after September 30th during the term of this contract, then this agreement shall terminate and the provisions of Section VII shall be applied and the Operator shall be released from further duties under the agreement. If this Agreement is terminated by reason of non-appropriation, the City shall not let a contract to another operator(s) to perform the duties provided for herein. This will not however prohibit the continued operation of the facilities by the City through the use of its employees.

XI. COMPLIANCE WITH LAWS:

Operator agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now or may in the future become applicable to Operator and its manner and method of operation or accruing under the performance of such operations. Operator agrees to comply with all civil rights laws and those laws that pertain to the Americans with Disabilities Act. Compliance will be demonstrated by signs (including civil and ADA) posted in visible public areas and statements in public brochures.

The Operator shall not discriminate against individuals desiring to utilize the Course on the basis of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except, Operator may set aside times for historical association events.

To the extent that the Idaho Director of Parks and Recreation has control of the golf course, Operator agrees to abide by its rules and regulations; and specifically, without limitation, to the extent it has control in such matters, the Idaho Director of Parks and Recreation shall be the final arbiter in the dismissal of any employee on the grounds for lack of courtesy and necessary consideration to the general public.

XII. OPTION TO RENEW:

The Operator shall have the option to extend the term automatically for up to five (5) additional one (1) year terms, unless terminated by either party.

If Operator intends to exercise this conditional option, it must do so by delivering notice of such intention to City so that City has physical possession of the notice at City Hall no later than June 30, 2029. Within 30 days of receipt of Operator's option to renew, City

will deposit in the mail addressed to the last known address of Operator a notification that City accepts the option exercised by Operator or rejects the same.

The condition of this option is that City can reject same if City determines, with reasonable cause, that contractor did not perform this agreement in a good and workmanlike manner.

XIII. BREACH:

Operator agrees to reimburse City's expenses and/or damages, including attorney's fees, which may arise from his failure to comply with the term thereof, or that may arise from any determination by court or board that Operator's actual or factual relationship to City is anything other than that of an independent contractor.

XIV. TAXES:

Any taxes or licenses attributable to this Agreement or operation hereunder shall be at the sole expense of Operator.

XV. ENTIRE AGREEMENT:

This Agreement contains all agreements of the parties. All prior negotiations and discussions and all prior agreements, are merged into and extinguished by this Agreement.

XVI. PROVISION FOR SELF INTERESTED CONTRACTS:

Pursuant to Idaho Code 18-1359, no person related to the mayor or any member of City council by blood or marriage within the second degree may hold a contract with the City to be paid for with public funds. In the event that a member of the Contractor's family within the second degree holds the office of mayor or council member during the period of this contract, this contract shall become void immediately.

DATED this _____ day of _____, 20____.

CITY OF BONNERS FERRY [INDEPENDENT CONTRACTOR OR BUSINESS]

By: _____
Mayor

By: _____
Independent Contractor

Attest:

Clerk, City of Bonners Ferry

Operator's principal officer and shareholder guarantees performance of all of the duties and obligations of the corporation to the City as herein stated.

DATED this ____ day of _____, 20XX.

By: _____
Independent Contractor

APPENDIX A

MINIMUM MAINTENANCE AND OPERATION REQUIREMENTS OF MIRROR LAKE GOLF COURSE

The minimum maintenance and operation requirements to be performed by Operator with respect to the golf course shall include the following:

1. Weather permitting, Operator shall keep the Mirror Lake Golf Course open for play from at least May 1 through October 15 ("Peak Golfing Season") of each year of the contract term, and any renewal term, and may keep the course open for play on additional dates depending upon the weather.
2. With respect to the use of the course during the Peak Golfing Season, Operator shall keep the course open seven (7) days a week with possible late start or mid-week partial day closures permitted for purposes of reasonably maintaining the Course. A schedule will be set for annual maintenance with the understanding that weather conditions will dictate the actual dates.
3. Minimum hours of operation for the Course, excepting closures for inclement weather shall be:

May 1-May 31	8:30 a.m. - 6:30 p.m.
June 1-August 31	7:00 a.m. - 9:00 p.m.
August 31-closing	8:30 a.m. - 6:00 p.m.

Opening on Saturday, Sunday and holidays shall be 7:30 a.m. and closing on all Sundays and Mondays is 8:00 p.m. during May 15-August 14.
4. Weather permitting, it shall be the obligation of the Operator to mow the greens a minimum four (4) times weekly during the Peak Golfing Season – preferably - Tuesday, Thursday, Saturday and Sunday. Tee areas will be mowed and moved as frequently as may be necessary, but at a minimum, twice weekly during the peak golfing season.
5. All debris will be removed from the greens and tee boxes daily.
6. Each fairway shall be mowed three (3) times a week during the Peak Golfing Season – preferably Monday, Wednesday, and Friday. All irrigated roughs shall be mowed at least once weekly during the Peak Golfing Season.
7. The Operator will meet at least three (3) times each season with the Golf Committee to discuss any concerns the Operator or Committee may have.
8. The Operator shall fertilize the following portions of the Golf Course as frequently as necessary but at a minimum, according to the following schedule during each golfing season:
 - a. Each fairway and tee area shall receive a minimum of one (1) application of the appropriate amounts of fertilizer;
 - b. Each green shall receive a minimum of four (4) applications of the appropriate amounts of fertilizer;
 - c. Irrigated roughs will be fertilized with the fairways at least once per season.The Operator shall make further applications of fertilizer as required if the results of regularly conducted soil tests of all the above-referenced areas disclose a need for further fertilization.
9. The Operator shall apply turf fungicides to all greens whenever necessary to control fungus.
10. The Operator shall apply a top dressing material, as needed, to all greens during each golfing season.
11. All greens shall be verticut or groomed as needed during the Peak Golfing Season.

12. All greens shall be aerated and sanded at least once annually during the golfing season.
13. The cups and tee markers shall be repositioned at least twice weekly during the Peak Golfing Season.
14. Herbicides shall be applied to each tee area, fairway, and greens as needed.
15. The Operator shall mow, fertilize, and maintain in good appearance all grounds and plantings around the Leased Premises.
16. The Operator shall be responsible for spraying weeds around the premises including, but not limited to, around cart sheds and other buildings, between the clubhouse and Highway 95 and between the clubhouse and Deep Creek Road to maintain a visually clean appearance.
17. Operator shall provide the materials for repairing divots on tee boxes, ball washers, and towels. The operator shall ensure that all signage installed on the course is maintained in a visually pleasing manner and in good repair, and new signage provided by the City for use on the Course is installed.
18. All restrooms shall be cleaned daily.
19. Operator shall clean and maintain culverts and drains in good working order on the premises to prevent clogging and water damage.
20. All trash receptacles located on or around the Course shall be emptied as necessary, including but not limited to those in and around the cart sheds, driving range, practice green, and clubhouse.
21. The Operator shall be responsible for the regular maintenance of benches located on the Course including sanding, painting, and minor repairs.
22. The Operator shall be responsible for the removal of the lower pump at the end of the season.
23. The Operator shall wash equipment, specifically mowers, after each use. This is intended to help prolong the useable life of the equipment and prevent corrosion and other damage caused by allowing chemicals and plant material to remain on equipment surfaces for extended periods of time.
24. At the conclusion of golfing season, Operator shall hand-wash and wax all equipment owned by the City. This is also intended to help prolong the usable life of the equipment and prevent corrosion and other damage caused by allowing chemicals and plant material to remain on equipment surfaces for extended periods of time.
25. At the conclusion of the golfing season, Operator shall provide a list of maintenance items needed for each piece of machinery. This is to allow for the City Mechanic to perform repairs over the winter months when the Course is closed.
26. The contractor shall be responsible for maintaining the city pumping system and waterways associated with the pumping system, including aquatic weed spraying and maintenance around the pumping system. In addition to the above, the Operator shall work with city staff to clean the associated pump basin which shall be cleaned at least once in a season.

APPENDIX B

LOCATION OF MIRROR LAKE GOLF COURSE

That part of Lot Three (3) sometimes known as and described as the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) lying South of the Great Northern Railroad right of way; the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4); the Southwest Quarter of the Northeast Quarter (SW1/4 NE 1/4); Lot One (1) and that part of Lot Two (2) lying South and East of the Great Northern Railroad right of way; all in Section Nine (9), Township Sixty-one (61) North, Range One (1) East, B.M.

LESS the following described tracts:

TRACT A: Beginning at the Southwest corner of the tract herein described, an auto axle, from which point the intersection of the West line of Section Nine (9), Township sixty-one (61) North, Range One (1) East, B.M., with the center of the present Great Northern Railway bears North 84 Page degrees 47' West 2617.86 feet, said point of intersection being North 66 chains, more or less, from the Southwest corner of the said Section Nine (9), and running thence from the auto axle above described, North 87 degrees 54' East 136.60 feet to a one inch steel pin; thence North 16 degrees 191-East 198 feet to a two inch channel iron set on the South boundary of the State Highway; thence along the said South boundary South 80 degrees 251 West 201.11 feet to a one inch steel pin which is distance North 80-degrees 251 East 60.52 feet from a 6" x 6" concrete State Highway boundary monument; thence South 2 degrees 06' East 162.46 feet to the point of beginning and containing 2/3rds acres the including an easement upon the property adjacent on South for the purpose of repairing, improving and maintaining the septic tank overflow line and drain field which is on April 8, 1961, located thereon, so long as said drainfield is used by the City of the hereinabove particularly described property.

TRACT B: All that part of Lot One (1) and all that part of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE1/4) of Section Nine (9), Township Sixty-one (61) North, Range One (1) East, B.M., lying and being East of right of way of State Highway as described in deed from Bonners Golf Course, Inc. to State of Idaho, recorded at Book 35 of Deeds at page 301, records of Boundary County, Idaho.

AND ALSO INCLUDING: All that part of Lot Five (5), Section Four (4), Township-Sixty-one (61) North, Range One (1) East, B.M., lying West of the State Highway.

LESS the following described tracts:

TRACT 1: A parcel of land described as follows: Beginning at the Northeast corner of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South along the East line of said Lot Five (5) 20 rods; thence West 40 rods; thence North 20 rods; thence East 40 rods to the place of beginning.

TRACT 2: The North 20 feet of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M.

TRACT 3: A parcel described as follows: Commencing at a point 20 rods South of the Northeast corner of Lot Five (5), section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South 84 feet to the West right of way line of State Highway #95, thence Southwesterly along said highway right of way line 408 feet, thence West 180 feet, thence North 254 feet, thence East 435 1/2 feet.

TRACT 4: That part of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., lying and being West of the Great Northern Railroad right of way; subject to an easement in favor of the State of Idaho for a highway right of way and an easement in favor of the City of Bonners Ferry, Idaho, for a water pipe line and appurtenances.

TRACT 5: A portion of Lot Five (5) in Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., described as: Commencing 1297 feet West of the Southeast corner of Lot Four (4), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., to the place of beginning; thence South 209 feet; thence East 209 feet; thence North 209 feet; thence West 209 feet to the place point of beginning; containing one acre, more or less.

TRACT 6: Commencing at a point 20 feet South and 660 feet West of the Northeast corner of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South 100 feet to a point, thence West 100 feet to a point, thence North 100 feet to a point, thence East 100 feet to the point of beginning.