

**GUILFORD COUNTY CONTRACT
L & M GOLF, INC. d/b/a PRECISION GOLF SCHOOL & TENNIS ACADEMY**

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**AGREEMENT FOR OPERATIONS
& SERVICES AT BUR-MIL PARK**

THIS CONTRACT made and entered into this 1st day of July, 2018 by and between **L & M GOLF, INC. d/b/a PRECISION GOLF SCHOOL & TENNIS ACADEMY**, hereinafter referred to as “**PRECISION**,” and **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “**COUNTY**,” and collectively referred to as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, GUILFORD COUNTY is the owner and operator of Bur-Mil Park; and,

WHEREAS, GUILFORD COUNTY desires to have, as part of its program, certain recreational day camp, tennis, and golf services at Bur-Mil Park; and,

WHEREAS, PRECISION has contracted with the GUILFORD COUNTY Parks Department, and has outlined a program that meets the COUNTY’S needs and has offered to provide this service.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the Parties hereto, it is mutually agreed as follows:

RESPONSIBILITIES:

PRECISION, functioning as an independent contractor for the period July 1, 2018 through June 30, 2021, shall operate recreational day camp, tennis, and golf offerings at Bur-Mil Park. PRECISION and the COUNTY agree that the following regulations and policies shall be followed in the execution of this Contract.

OPERATIONS:

- A. The schedule of camps to be offered and the accompanying fees are to be planned jointly by the COUNTY and PRECISION. Camps are to be offered weekly during the summer, within the regular hours of operation of Bur-Mil Park. Individuals shall pay the applicable clinic fee to PRECISION.
- B. PRECISION shall offer, at a minimum, a weekly day camp for juniors ages five (5) to fourteen (14) years old, based out of the Bur-Mil Park Clubhouse from June through August while the Guilford County Schools are on summer break.
- C. PRECISION shall maintain a counselor to camper ratio of no greater than ten (10) to one (1) during each day of operation.
- D. PRECISION shall be responsible for the acquisition, planning, scheduling, operation and cost of all activities, snacks, and items provided to campers.

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- E. PRECISION shall not sell any food or alcohol in the park.
- F. PRECISION shall be responsible for cost of utilities in the old bath house and maintaining the general maintenance and janitorial for the facility.
- G. Clinics are to be offered throughout the year, weather permitting within the regular hours of operation of Bur-Mil Park. Fees will be established by PRECISION and reviewed by COUNTY management. Individuals shall pay the applicable clinic fee to PRECISION.
- H. PRECISION shall offer individual lessons to the general public. Fees shall be established by PRECISION and reviewed by COUNTY management. Individuals shall pay the applicable lesson fee to PRECISION.
- I. Golf and Tennis leagues shall be organized by PRECISION during times when not in direct conflict with open play times. All food, beverages and prizes shall be provided by PRECISION. Fees will be established by PRECISION and reviewed by COUNTY management. PRECISION shall program and conduct both indoor and outdoor classes and lectures dependent upon the weather conditions and room availability.
- J. PRECISION will also pay for staff at the pay rate of \$25.00 an hour per staff member when lessons and clinics continue past scheduled park closing times.
- K. COUNTY reserves the right to routinely inspect property.
- L. COUNTY shall provide access to following for use by PRECISION:
 - 1) Bur-Mil Park Clubhouse rooms, specifically the Cedar, Guilford & Training rooms during weekday camp hours. Rooms will be setup to PRECISION specifications by 7:00 a.m. on Monday morning of each week and cleaned nightly by Bur-Mil custodian staff.
 - 2) General park areas including tennis courts, driving range, fields, playgrounds and wildlife center for campers to utilize.
 - 3) The Bur-Mil Park Aquatic Center will be available each weekday morning from 9:00 a.m. to 11:00 a.m. for campers to swim.
 - 4) Marketing materials and assistance in attracting past campers to attend camp including contact information for past registrants, link for registration and information on Bur-Mil Park web site, and email blast to promote camp to Bur-Mil Park distribution list.
 - 5) Any past camp materials including check-in sheets, waiver forms, etc., which will provide a seamless experience and consistency for returning campers.

RIGHT TO PROVIDE SERVICES:

PRECISION will have the right to provide recreational day camps, tennis lessons and golf lessons at Bur-Mil Park during the term of this Agreement. Outside camps or additional instructors may operate at

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Bur-Mil only with advance approval by PRECISION and Bur-Mil management. Additionally, PRECISION shall have the right to offer add-on options to campers including clinics, lessons, and services.

ADVERTISING:

PRECISION agrees to use the COUNTY in all advertising as the base of its operations and will have rights to advertise as a Bur-Mil camp provider until such time that this Contract has expired or terminated. PRECISION shall pay 100% of the cost of additional camp-related advertising.

PAYMENT OF FEES:

PRECISION will pay a percentage of GROSS yearly revenues for providing recreational day camps at Bur-Mil Park. This includes Bur-Mil Park Day Camp and Precision Lifetime Sports Camp. PRECISION will pay to the COUNTY fifteen percent (15%) of yearly GROSS revenues for the first one-hundred thousand dollars (\$100,000.00) in revenue generated. Additionally, PRECISION will pay to the COUNTY twenty percent (20%) of any GROSS revenues exceeding \$100,000.00. PRECISION will make payment to the COUNTY within five (5) business days of the end of the camp season and shall include a detailed accounting list of all income taken in to be presented to the COUNTY. The COUNTY reserves the right to routinely inspect this document.

PRECISION will pay \$1,500.00 per month to the COUNTY for the rights for tennis, golf and rental facility (Old Pool House). PRECISION will also pay \$325.00 per month for the cost of utilities on the old bath house. PRECISION will be charged the standard rate for all driving range balls in excess of two hundred (200) total baskets, including those utilized during the Day and Sports Camps, per year and user fees to the par 3 golf course in excess of fifty (50) times per year, including those utilized during the Day and Sports Camps.

CONTRACT TERM AND RENEWAL/AMENDMENT:

This Contract shall be in effect for three (3) years, from July 1, 2018 through June 30, 2021, with the option for additional extensions, for substantially equivalent terms and conditions, and any pricing escalation to be negotiated at the start of each additional term, upon mutual written Agreement of both Parties. The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by both Parties.

INSURANCE:

PRECISION shall maintain the following Insurance coverages:

- 1. Workers Compensation:** PRECISION agrees to maintain coverage to apply to all employees for statutory limited in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000 for each accident, \$1,000,000 for each employee, and with a \$1,000,000 aggregate policy limit.
- 2. Commercial General Liability:** PRECISION does hereby agree to maintain minimum limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property

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damage liability, with a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

- 3. Business Auto Policy:** PRECISION does hereby agree to maintain limits of \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, plus hired and non-owned vehicles.

GUILFORD COUNTY shall be named as an additional insured on PRECISION's Commercial and employer liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to COUNTY. PRECISION will also secure insurance from an A rated insurance company acceptable to COUNTY.

Upon entering into this Agreement, PRECISION will provide Certificates of Insurance for meeting the required insurance provisions. **The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate."**

Original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent thirty (30) days prior to any expiration date.

PRECISION shall not store, occupy or otherwise have at the Park any property that is not for the use or benefit of the Park and its guests. PRECISION will have adequate Renters Insurance to cover the replacement of any of its equipment stored on the grounds of Bur Mil Park and will present a copy of such to the COUNTY.

INDEMNIFICATION:

PRECISION will indemnify the COUNTY against any liability as a result of PRECISION providing services at Bur-Mil Park. PRECISION does hereby agree to indemnify and save harmless the COUNTY, its officers, agents and employees against all claims, actions, lawsuits and demands made by anyone for any damages, loss or injury of any kind, including environmental, which may arise while PRECISION is performing, or as a result of, work pursuant to this agreement.

TERMINATION OF CONTRACT:

This Contract may be terminated by either Party without penalty, upon ninety (90) days written notice to the other Party.

ENTIRE AGREEMENT:

This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

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JURISDICTION:

The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. PRECISION will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager

Guilford County Clerk to Board

(COUNTY SEAL)

**L & M GOLF, INC. d/b/a PRECISION GOLF
SCHOOL & TENNIS ACADEMY**

ATTEST:

Robert Linville, President

Corporate Secretary

(CORPORATE SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Guilford County Finance Director

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GUILFORD COUNTY DEPARTMENT OF PARKS

PROPOSED DATES & FEES FOR 2018 DAY CAMP

DATES OFFERED:

WEEK 1	June 11 – 15	
WEEK 2	June 18 – 22	
WEEK 3	June 25 – 29	
WEEK 4	July 2 – 6	
WEEK 5	July 9 – 13	
WEEK 6	July 16 – 20	
WEEK 7	July 23 – 27	
WEEK 8	July 30 - August 3	
WEEK 9	August 6 – 10	
WEEK 10 *	August 13 – 17	* Tentative week

CAMP OPTIONS:

DAY CAMP WEEKLY FEE	7:30 AM – 6:00 PM
Ages 5 – 9	Owls & Hawks
	Recreation Track plus Friday Fun Day
	One Child \$ 139 per week
	Additional Children \$ 119 per week
	Lifetime Sports Track
	One Child \$ 189 per week
	Additional Children \$ 169 per week
Ages 10 – 14	Eagles
	Recreation Track plus Friday Field Trip
	One Child \$ 159 per week
	Additional Children \$ 139 per week
	Lifetime Sports Track
	One Child \$ 189 per week
	Additional Children \$ 169 per week

** Additional add-on's for lessons and clinics will be offered.

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Park Hours for 2018

	Park Hours	Golf	WEC
January	8-7	12-6 M-F 10-6 S/S	9-5 S/S
February	8-7	12-6 M-F 10-6 S/S	9-5 S/S
March	8-8	12-6 M-F 10-6 S/S	9-5:00 S/S
April	8-8	9-8 M-Sun	9-5:00 S/S
May	8-8	9-8 M-Sun	9-7 S/S
June	8-8	9-8 M-Sun	9-7 S/S
July	8-8	9-8 M-Sun	9-7 S/S
August	8-8	9-8 M-Sun	9-7 S/S
September	8-8	9a-8p M-Sun	9-7 S/S
October	8-8	12-6 M-F 10a-6pm S/S	9-5 S/S
November	8-7	12-6 M-F 10a-6p S/S	9-5 S/S
December	8-7	12p-6p M-F 10a-6p S/S	9-5 S/S