

ITEM 3  
MANAGER'S REPORT NO. 43  
COUNCIL MEETING 1981 09 21

RE: GOLF PROFESSIONAL CONTRACT

ACTING MUNICIPAL MANAGER'S RECOMMENDATION:

1. THAT the recommendation as contained in the report of the Parks and Recreation Administrator be adopted.

\* \* \* \* \*

1981 September 14

TO : MUNICIPAL MANAGER  
FROM: ADMINISTRATOR, PARKS & RECREATION  
RE : GOLF PROFESSIONAL CONTRACT

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RECOMMENDATION:

1. THAT Council approve the execution of the attached contract with Richard Leisen, Golf Professional and Richard Leisen Golf Professional Ltd. for a three year term commencing 1982 January 01 to 1984 December 31 inclusive.

REPORT

At its meeting of 1981 September 16 the Parks and Recreation Commission received a report on the above subject and approved the following recommendations contained therein:

1. THAT the Commission approve retaining Mr. Richard Leisen as Golf Professional for a further three year term commencing 1982 January 01.
2. THAT the Commission approve the attached contract with Richard Leisen, Golf Professional and Richard Leisen Golf Professional Ltd. for a three year term commencing 1982 January 01 to 1984 December 31 inclusive.
3. THAT the Commission so recommend to Council.

The report advised the Commission that the contract was put to Public Tender through an advertisement which appeared in the Vancouver Sun on 1981 July 18. The current professional, Mr. Richard Leisen, submitted the only proposal.

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The Commission received the following assessment of Mr. Leisen's performance.

Evaluation of the Current Professional - R. Leisen:

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As pointed out to the Commission in the information report on 1981 July 08, Mr. Leisen has shown an aptitude for Golf Course Management which has provided golfers with a quality operation at all facilities with a minimum of complaints from the public. He has shown managerial and business sense far in excess of the original criteria.

The original criteria listed the following:

a) Skills to manage the financial aspects of the operation-

Mr. Leisen would be rated proficient in this part of the job. He has developed very good relationships with the Treasury Department and meets all the reporting deadlines required of him.

b) Golf Programs-

Mr. Leisen has developed an exceptionally strong staff who look after the program aspects of the operation. Their rapport with the public is of a high standard which translates into minimal complaints from the public. Mr. Leisen would be rated exceptional in this aspect of his job.

c) Advise on construction and maintenance-

Mr. Leisen works very well with his peers on the operations aspects of the golf courses. His inputs have assisted Operation's staff in the new greens construction program. Mr. Leisen would be rated proficient in this aspect of his job.

The above three areas outlined could be broken down into a more detailed evaluation but for the sake of brevity, Mr. Leisen can be rated very highly in all aspects of his job. Staff feel we would have trouble finding anyone who could give us the quality of golf operations the Department has had over the past three years.

The Commission was advised that a review of Golf Professional Contracts in other municipalities in Canada showed that the Burnaby contract is a typical one.

The proposed contract agreement between the Corporation and Richard Leisen Golf Professional Ltd. and Richard Frank Leisen Professional is attached. The changes between the old and new contracts are as follows:

- a) Previously the agreements for golf professional services had been outlined in 4 (four) agreements, Kensington Pitch & Putt, Central Park Pitch & Putt, Burnaby Mountain Golf Course and the Driving Range. These have been consolidated into one document.
- b) Section 7(3)(a) Payment of \$15.00 for each day that Central and Kensington Pitch & Putts are open. This is an increase from \$10.00 per day.
- c) Section 7(3)(b) Payment of \$60.00 per day for each day that the Burnaby Mountain Golf Course and Driving Range is closed. This is an increase from \$30.00 per day.
- d) Section 8(2) Payment for staff costs. The old agreement listed the following amounts:  
  - The Corporation shall not pay to the Company more than \$20,800.00 in 1979.
  - The Corporation shall not pay to the Company more than \$22,050.00 in 1980, and
  - The Corporation shall not pay to the Company more than \$23,375.00 in 1981.

The cost to the Corporation to provide the same service to the public in 1982 would be \$34,500.00.
- e) Section 9(2) Hours of operation. Hours detailed more clearly in respect to the Pitch and Putt operations.

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THIS AGREEMENT made in duplicate this       day  
of       , 19       .

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

RICHARD LEISEN GOLF PROFESSIONAL LTD. of  
111 - 585 Austin Avenue Avenue, in the  
Municipality of Coquitlam, in the Province  
of British Columbia

(hereinafter called the "Company")

OF THE SECOND PART

AND:

RICHARD FRANK LEISEN, Professional Golfer, of  
111 - 585 Austin Avenue, in the  
Municipality of Coquitlam, in the Province  
of British Columbia

(hereinafter called the "Guarantor")

OF THE THIRD PART

WHEREAS the Corporation owns or leases the  
following properties situate, lying and being in the Municipality  
of Burnaby in the Province of British Columbia and more particularly  
described as follows:

- (1) Burnaby Mountain Golf Course together with the  
Driving Range and Pro Shop thereon at 7600 Halifax Street, (hereinafter  
called the "Burnaby Mountain Course");
- (2) Kensington Pitch and Putt Golf Course and the Golf  
Shop thereon, located at 5889 Curtis Street, (hereinafter called the  
"Kensington Course");

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(3) Central Park Pitch and Putt Golf Course and a Golf Shop thereon, located at 3883 Imperial Street, (hereinafter referred to as the "Central Park Course");

AND WHEREAS the Corporation desires to enter into an agreement with the Company to operate a golf program at the said Golf Courses;

AND WHEREAS the Company has agreed to hire Richard Frank Leisen, Professional Golfer (hereinafter called the "Professional") and to appoint him the Golf Professional at the said Golf Courses.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties agree as follows:

DEFINITIONS

1. In this Agreement, unless the contract otherwise requires,
  - (a) "Administrator" means the Parks and Recreation Administrator of the Corporation;
  - (b) "Driving Range" means the Burnaby Mountain Golf Course Driving Range;
  - (c) "Golf Courses" means the Burnaby Mountain Golf Course, the Kensington Pitch and Putt Golf Course and the Central Park Pitch and Putt Golf Course;
  - (d) "Golf Shops" means the shops located at the Kensington Course and the Central Park Course;
  - (e) "Pro Shop" means the shop located at the Burnaby Mountain Course;

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(f) "Treasurer" means the Treasurer of the Corporation.

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TERM

2. This Agreement shall continue in full force and effect from the 1st day of January 1982 to the 31st day of December 1984, subject to the provisions as to termination hereinafter more fully set out.

GOLF PROFESSIONAL: APPOINTMENT AND DUTIES

3. The Company covenants and agrees to hire at its own cost and expense, the Professional, and to appoint him Golf Professional for the Golf Courses.

The Company further covenants and agrees that the Professional shall carry out the duties and obligations set out in Schedule "A" attached hereto on a full time basis and will not engage in any business or occupation not contemplated by and within the scope of this Agreement.

The Corporation covenants and agrees that the Professional may play in golf tournaments if the Company first obtains the written consent of the Administrator. Such consent shall not be unreasonably withheld.

ADMINISTRATOR'S ORDERS

4. The Company shall carry out all reasonable orders and directions given to it by the Administrator. Neither the Company nor the Professional shall place any signs or advertising on or in any buildings at any of the Golf Courses or on the Golf Courses without first obtaining the written approval of the Administrator.

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GREEN FEES AND BALL RENTALS

5. The Company shall collect green fees at the Golf Courses and rent out golf balls at the Driving Range, and shall keep accounts of all such fees and rentals and remit the total revenue to the Corporation.  
The rates charged for green fees and golf ball rentals shall be approved by the Administrator.

PRO SHOP, GOLF SHOPS AND DRIVING RANGE

6. (1) The Company shall operate the Pro Shop, Driving Range and the Golf Shops and in so doing shall

- (a) install at its own expense all necessary furnishings, machinery and equipment;
- (b) obtain the written consent of the Administrator before installing furnishings, machinery or equipment therein;
- (c) ensure that the buildings are not damaged when furnishings, equipment or machinery are installed;
- (d) provide and pay the costs for telephone service and a protective alarm system for the Pro Shop and submit a claim for one-half the said costs to the Corporation each month.

(2) The Corporation shall

- (a) provide and pay for heat, electricity, water, building maintenance and grounds maintenance to the Golf Courses;
- (b) provide a cash register for the Pro Shop and for each of the Golf Shops;
- (c) provide and pay for telephone service to each of the Golf Shops and pay one-half the cost of telephone service and the protective alarm system at the Pro Shop;

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(d) supply the Driving Range with golf balls, tokens, automatic ball washers and dispensers, golf mats, a ball picker and a tractor.

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COMPANY REVENUE

7. (1) The Company shall receive and retain the revenue from the following sales and services at the Golf Courses:

- (a) fees for instruction in the game of golf;
- (b) sale of golf clubs, balls, equipment and other golfing accessories;
- (c) rental from golf clubs, carts, golfmobiles and other golfing accessories;
- (d) repair and cleaning of golf clubs, equipment and other golfing accessories.

The prices charged for the aforementioned sales and services shall be reviewed annually by the Administrator in January, and shall be comparable in amount with prices charged by other golf courses in British Columbia.

(2) The Corporation shall pay to the Company twenty-five (25%) percent of the gross revenue received from the rental of golf balls at the Driving Range. Payments shall be made on the 15th day of each month commencing on the 15th day of January 1982 and each payment shall comprise twenty-five (25%) percent of the said gross revenue for the preceding calendar month.

(3) The Corporation shall pay to the Company

(a) on the last day of every month an amount equal to \$15.00 for each day of that month in respect of each of the Central Park Course and the Kensington Course, PROVIDED THAT no payment shall be made in respect of a Course for a day on which the Corporation has closed the Course;

(b) \$60.00 per day for each day that the Burnaby Mountain Course and the Driving Range are closed by the Corporation, (such amount shall be paid on the last day of any month in which there is a closure).

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STAFF

8. (1) The Company covenants and agrees to employ at least three persons who are competent professional golfers at the Burnaby Mountain Course and Driving Range, and at least two persons as staff for the Pro Shop.

(2) The Corporation agrees to pay to the Company in respect of the persons employed under Subclause (1) of this Clause 8 on the last day of each month, the amount invoiced by the Company, subject to the following annual limits:

- January - December 1982 - not to exceed \$26,881.00
- January - December 1983 - not to exceed \$30,913.00
- January - December 1984 - not to exceed \$35,550.00

No amounts shall be paid for periods when the Burnaby Mountain Course and the Driving Range are closed.

(3) The Corporation shall provide at its expense one Golf Course Ranger and at least one Recreation Attendant for each of the Central Park and Kensington Courses during the months when the said Courses are in operation.

The hours of work in any year for the Golf Course Ranger at each Golf Course shall not exceed 900 hours and the hours of work for the Recreation Attendants at each Golf Course shall not exceed 2,600 hours.

The Company agrees to supervise the work of the said Rangers and Attendants.



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The Administrator shall determine the number of hours for which said Rangers and Attendants will be provided.

SEASONS AND HOURS OF OPERATION

9. (1) The Company shall unless otherwise authorized in writing by the Administrator keep the Golf Courses, including the Driving Range, Pro Shop and Golf Shops, open every day during the year. The Administrator may at any time because of inclement weather or poor ground conditions close any or all of the Golf Courses, including the Driving Range.

(2) The normal hours of operation for the Golf Courses unless otherwise agreed by the Administrator and the Professional shall be:

Burnaby Mountain Course (excluding Driving Range)	sunup till sundown
Driving Range:	
on weekends:	6 a.m. till 10 p.m.
on weekdays:	7 a.m. till 10 p.m.
Central Park Course & Kensington Course:	
on weekends:	7 a.m. till sundown
on weekdays:	8 a.m. till sundown

FINANCIAL RECORDS

10. The Company shall keep and properly maintain books of account and the related vouchers, documents and other records required to reflect the true and correct view of the operations of the Golf Courses and the Pro Shop and Golf Shops and the gross revenue from all sources received by the Company under this Agreement. The Company shall permit such books and aforesaid records at all reasonable times to be inspected and audited by the Treasurer.

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11. The Company shall deliver to the Treasurer on the

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31st day of March 1982, Financial Statements for the year ending the 31st day of January 1982, prepared from the books of account which meet the requirements of the "Canada Business Corporation Act" and regulations. These statements shall be prepared by a "Public Accountant" (hereinafter called an "Accountant") who is a member in good standing of an institute or association of accountants incorporated by or under the authority of the legislature of the Province of British Columbia. Subsequent statements for the years ending the 31st day of January 1983, and the 31st day of January 1984, shall be delivered to the Treasurer on the 31st day of March 1983, and the 31st day of March 1984, respectively. The income statement shall include details showing the amounts received by the Company under this Agreement.

GOOD REPAIR

12. The Company shall keep the said Pro Shop, Golf Shops and all furnishings, machinery and equipment, in good and sufficient repair, and the Pro Shop and Golf Shops in a clean and sanitary condition and will leave the said buildings in good repair, reasonable wear and tear and damage by fire, vandalism and damage not due to the negligence of the Company or the Professional, their or his agents or employees, only excepted.

OBSERVE LAWS, OBTAIN PERMITS

13. The Company shall acquire at its own cost and expense all permits and licences necessary for the carrying on of the business or supplying the services herein set out.

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14. The Company shall observe and abide by all laws, by-laws and regulations of the Corporation or other competent authority that in any manner relate to or affect the operation of the business or the supplying of the services herein set out.

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ASSUME RISK

15. The Company shall assume all risk of injury (including death) to any person and damage to any property whatsoever in any way arising out of or in connection with the supplying of the services herein set out or anything done or omitted to be done by the Company or the Professional, its or his servants, employees or agents.

INDEMNIFY

16. The Company shall assume all liability for all damages of any nature whatsoever caused by any act or thing resulting from any error, omission or negligence on the part of the Company or the Professional, its or his employees, servants or agents, in the performance or purported performance of this Agreement and covenants to save the Corporation harmless and keep it indemnified against all claims or demands that may be made against it by reason of all acts and things resulting from errors, omissions or negligence on the part of the Company or the Professional, its or his employees, servants or agents in the performance of this Agreement.

INSURANCE

17. The Company and the Professional shall at their own expense carry Professional Liability Insurance in the following minimum limits:

(a)	Each Claim	\$250,000.00
(b)	Aggregate	\$500,000.00

The Policy shall provide that it cannot be cancelled,

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lapsed or materially changed without at least 30 days notice to  
The Corporation of the District of Burnaby by registered mail. Prior  
to the commencement of the services hereunder, the Company and the  
Professional shall file with the Corporation a certified copy of  
said insurance policy. Such insurance shall be maintained until  
the 31st day of December 1984.

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18. The Company shall insure and keep insured while  
this Agreement is in force, with such companies and on such forms  
as are acceptable to the Corporation, at the Company's expense,  
Comprehensive General Liability insurance coverage covering;  
Premises and Operations Liability, Contractual Liability and  
Automobile Liability Insurance (owned and non-owned, or hired  
units). The Limits of Liability shall not be less than the following:

Bodily Injury Liability	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products and/or completed operations
Property Damage Liability	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate products and/or completed operations
Owned & Non-owned Automobile Liability Insurance. Bodily Injury and Property Damage	\$ 500,000.00	any one accident

The Corporation and the Professional shall be  
added as an additional named insured under the Comprehensive General  
Liability Insurance.

A cross liability clause shall be made part of the  
Comprehensive General Liability Insurance.

The Comprehensive General Liability Policy shall  
provide that it cannot be cancelled, lapsed or materially changed  
without at least 30 days notice to the Corporation by registered mail.

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Prior to the 2nd day of January 1982, the Company shall file with the Corporation a certified copy of its Public Liability Insurance Policy with the necessary endorsements attached. It shall also file certified copies of the certificates pertaining to its non-owned and owned automobile insurance coverage.

#### MUTUAL COVENANTS

19. It is mutually understood and agreed by and between the parties hereto:
- (a) that the Company is an independent contractor and is in no sense a servant, employee or agent of the Corporation and the Corporation shall in no manner be responsible for the debts and liabilities of the Company;
  - (b) that the Company shall not assign this Agreement without the consent in writing of the Corporation;
  - (c) that this Agreement is not to be construed as conferring on the Company or on any other person on behalf of the Company any legal or equitable estate or interest or tenancy in lands, premises, furniture, equipment, articles, utensils, matter or things of the Corporation;
  - (d) that whenever in this Agreement it is stipulated that anything shall be done or performed by either of the parties hereto it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same;
  - (e) that in the event of the Company or the Professional not complying, in the opinion of the Corporation with the provisions of this Agreement or not carrying on the operation of the Golf Courses (or any of them), the Pro Shop or the Golf Shops to the satisfaction of the Corporation, or in case the Company or the Professional shall not well and truly perform and observe all the stipulations, covenants and agreements on its or his part in these presents contained or in the case of the bankruptcy or insolvency

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of the Company or the Professional or any misconduct or wilful disobedience on its or his entering into any arrangement or composition with its or his creditors or in case it or he shall endeavour to or shall assign this Agreement or any part thereof without the consent in writing of the Corporation, then in all, either or any such cases the Corporation may thereupon cancel and terminate this Agreement by giving the Company thirty (30) days written notice, but without prejudice to the remedies of either party in respect of any previous breach thereof, and the Company and the Professional shall vacate the Golf Courses, Pro Shop and Golf Shops on the date mentioned in such notice. No termination as aforesaid shall give rise to any claim whatsoever on account of or arising out of such termination;

(f) that if either party does not intend to renew this Agreement, that party shall give to the other party ninety (90) days, prior to the 31st day of December 1984, written notice to that effect;

(g) that all improvements, equipment and other property (hereinafter called "the works") constructed, installed, or placed on the Golf Courses, the Pro Shop or the Golf Shops by the Company or acquired by the Company, at any time prior to or during the term of this Agreement, shall be and remain the Company's property and the Company shall have the right to remove any or all of the works within thirty (30) days after termination of this Agreement;

(h) that in the event of termination of this Agreement for any reason whatsoever and the Company no longer requiring the works or any part thereof, the Company hereby grants to the Corporation the right to purchase the works or any part thereof for a consideration to be fixed by agreement of the parties, and failing such agreement the Company shall remove the works as provided in Clause 19 (i) hereof;

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(i) that in the event of termination of this Agreement for any reason whatsoever, the Company shall, within thirty (30) days after such termination, at the sole risk and expense of the Company, remove the works from the Golf Courses, the Pro Shop and the Golf Shops and return the Golf Courses, the Pro Shop and the Golf Shops, so far as it is practicable so to do, to the state and condition in which they were prior to the construction, installation or placement of the works. If the Company shall fail so to do within the said thirty (30) days, then the works shall become the property of the Corporation and the Corporation may remove the works at the risk of the Company and all costs and expense of such removal and the restoration of the Golf Courses, the Pro Shop and the Golf Shops as aforesaid shall be paid to the Corporation by the Company upon demand;

(j) that the Corporation, subject to Clause 19 (e) hereof, may upon one hundred twenty (120) days notice in writing to the Company terminate this Agreement;

(k) that the Company may upon one hundred twenty (120) days notice in writing to the Corporation, terminate this Agreement;

(l) that any notice required or desired to be given under or in respect of any of the terms of this Agreement may be given by mailing the same by double registered mail addressed to the party to whom the same is to be given as follows:

If given to the Corporation:

The Corporation of the District of Burnaby  
4949 Canada Way  
Burnaby, B.C.  
V5G 1M2

If given to the Company:

Richard Leisen Golf Professional Ltd.  
111 - 585 Austin Avenue  
Coquitlam, B.C.  
V3K 3N2

and any notice so given shall be deemed to have been given when, in the ordinary course of post, it should have been delivered;

(m) that the expressions the "Corporation", "Company" and "Guarantor" herein contained shall be deemed to include the heirs, executors, administrators, successors and assigns of such parties wherever the context so admits.

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GUARANTOR

20. The Guarantor, in consideration of the Corporation entering into this Agreement with the Company, doth hereby for himself, his heirs, executors, administrators, successors and assigns, covenant with the Corporation that he will observe and perform or cause to be observed and performed, all the covenants, terms, provisos, stipulations and conditions herein contained on the part of the Company to be observed and performed and he will be responsible for and indemnify and save harmless the Corporation from and against all claims and demands, loss, costs, damages, actions, lien claims, suits, or other proceedings by whomsoever caused, in any manner based upon, occasioned by or attributable to the execution of performance of these presents, or any action taken or thing done or maintained by virtue or in consequence hereof or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner of rights arising hereunder.

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IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

\_\_\_\_\_  
Municipal Clerk-Authorized Signatory

THE CORPORATE SEAL OF RICHARD LEISEN GOLF PROFESSIONAL LTD. WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
RICHARD FRANK LEISEN

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SCHEDULE "A"

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1. The Professional covenants and agrees to act as **131**  
Golf Professional for the Golf Courses from the 1st day of January,  
1982 to the 31st day of December, 1984.
2. The Professional shall obey all reasonable orders  
and directions given to him by the Administrator.
3. The Professional shall, during the currency of this  
Agreement devote his whole time and attention to his duties and  
obligations set out in this Agreement and use his best endeavours  
to promote the interests and welfare of the Golf Courses and will  
not engage in any business or occupation outside the scope of this  
Agreement.
4. Notwithstanding Clause 3, the Professional may during  
the currency of this Agreement, play in golf tournaments provided  
that he first obtains the written permission of the Administrator  
which permission will not be unreasonably withheld.
5. The Professional covenants and agrees that he shall  
at his own expense carry professional liability insurance in the  
following minimum limits:

(a)	each claim	\$250,000
(b)	aggregate	\$500,000

The policy shall provide that it cannot be cancelled, lapsed or  
materially changed without at least 30 days notice to The Corporation  
of the District of Burnaby by registered mail. Prior to the commence-  
ment of the services hereunder, the Professional shall file with the  
Corporation a certified copy of said insurance policy and such  
insurance shall be maintained until the 31st day of December, 1984.

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6. The Professional shall, during the currency of this Agreement, be a Class A member in good standing of the Canadian Professional Golf Association.

7. The Professional shall instruct and supervise the work of:

- (a) all Golf Course Rangers and Recreation Attendants employed by the Kensington and Central Park Courses,
- (b) the three professional golfers engaged to instruct at the Burnaby Mountain Course and Driving Range,
- (c) the staff hired for the Pro Shop,

and shall ensure that the Golf Courses, the Pro Shop and the Golf Shops are operated in a highly efficient manner.

8. The Professional may consult with the Superintendent of Golf Courses and make suggestions and recommendations to him for maintaining and improving the Golf courses.

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