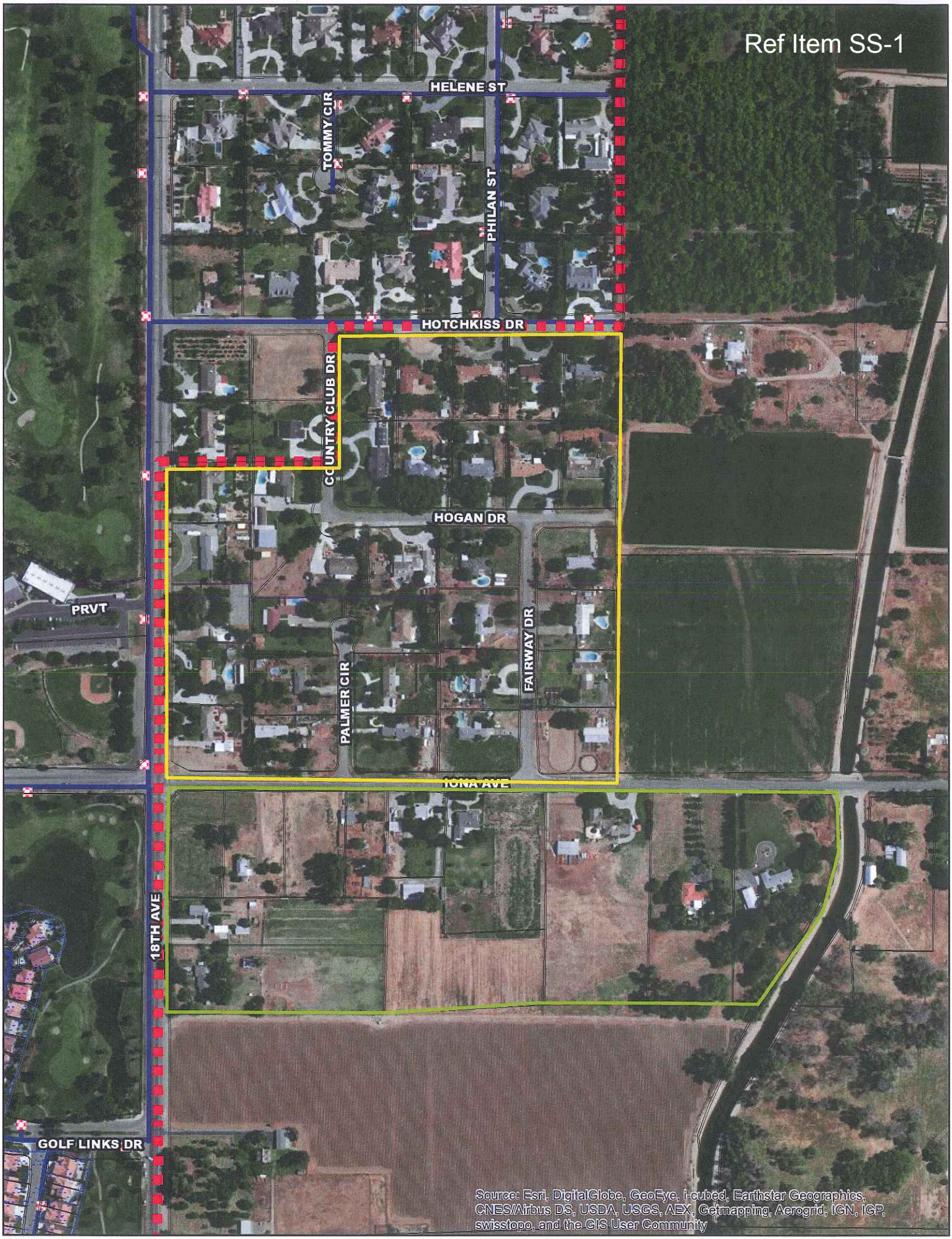
6/16/15
City Council Meeting

Handouts received after agenda posted

Ref Item SS-1


HELENE ST
TOMMY CIR
PHILAN ST
HOTCHKISS DR
COUNTRY CLUB DR
HOGAN DR
PRVT
PALMER CIR
FAIRWAY DR
IONA AVE
18TH AVE
GOLF LINKS DR
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

PROFESSIONAL MANAGEMENT AGREEMENT

FOR

LEMOORE MUNICIPAL GOLF COURSE

CITY OF LEMOORE
A California Municipal Corporation
"CITY"

And

"TOM RINGER"
TOM RINGER GOLF

PROFESSIONAL MANAGEMENT AGREEMENT FOR GOLF COURSE SERVICES
BETWEEN
THE CITY OF LEMOORE
AND
TOM RINGER

This AGREEMENT FOR GOLF COURSE PROFESSIONAL MANAGEMENT SERVICES ("Agreement") is made and entered into this 15TH day of June, 2015, by and between the City of Lemoore ("City") and Tom Ringer / Tom Ringer Golf ("Consultant"), an experienced and qualified operator of public golf course facilities and functioning as the full-time Golf Course Head Pro.

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A", "Scope of Services", attached hereto and incorporated herein by reference.

Consultant shall not be compensated for any services rendered in connection with his performance of this Agreement which is in addition to or outside of those set forth in this Agreement or as listed in Exhibit "A", unless such additional services are authorized in advance and in writing by the City Council. Should such additional services be authorized, Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council.

Consultant shall keep all golf course venues/services on the premises open in accordance with golf course practices of sunup to sundown.

Consultant will insure that all cash receipts from all golf course and/or food and beverage related operations are handled, controlled and protected from loss or theft.

SECTION 2. TERM.

The term of this Agreement shall begin as of June 15, 2015, (the "effective date") and shall continue for a period of five (5) years terminating on June 30, 2020, unless sooner terminated as provided herein.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant a management fee of six thousand, five hundred dollars ($6,500) per month, payable on the last working day of each calendar month. Consultant shall invoice the City by no later than the 10th of the month in order to receive payment by the last working day of the month. For the month of June

2015, the management fee will be pro-rated on a daily basis for the remaining days of the month.

(b) City also agrees to pay Consultant an "Incentive Management Fee" subject to the following conditions: A baseline Net Revenue amount will be established for the Golf Course beginning July 1, 2015 through June 30, 2016 ("Benchmark"). Thereafter and beginning July 1, 2016, Consultant will be eligible to receive 20% of any increase of the Net Revenue over the Benchmark at the end of each fiscal year. Net Revenue shall be defined as the operation revenue minus the cost of sales and management expenses excluding depreciation. Net Revenue must exceed all financial obligations of the Golf Course and exceed the Benchmark to be eligible for the Incentive Management Fee. The Benchmark will be reestablished each fiscal year from the past years Net Revenue amount, with an amount never lower than what is established as the previous high mark. Incentive Management Fee (if any) will be due and payable within sixty days following the close of the City's fiscal year.

(c) The total sum stated in sub-paragraphs (a) and (b) above shall be the total the City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for the work to be performed pursuant to this Agreement, or for extra, further or additional services related to this Agreement, unless such service and the price therefore is agreed to in writing executed by the City Council or other designated official of the City authorized to obligate City thereto prior to the time such service is rendered.

(d) Consultant may provide golf lessons on his own time, outside the scope of this Agreement, which time shall not be counted toward the hourly requirement outlined in Exhibit "A". Any revenue from such lessons shall belong to Consultant; however, Consultant agrees to reimburse the City for use of City equipment in the amount of 15% of the gross revenue received from such lessons and for any staff member providing lessons. Consultant will deposit the lesson amount in the register and at the end of the month; the City will reconcile the records and issue a check to the Consultant and any other staff member for 85% of the gross revenue. Tom Ringer is to send City invoices for all instructors providing golf lessons.

(e) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 4. CONSULTANT'S BOOKS ACCOUNTS AND RECORDS.

(a) Consultant shall deliver to City any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement, including, without limitation, any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

(b) City shall pay invoices, deposit monies, maintain financial records and report on financial incomes and expenditures in a manner similar to any other City Department with the exception of staffing and payroll expenditures.

(c) Consultant Tom Ringer shall have authorizing signature rights for incoming invoices, with expenditure invoices being reviewed by Parks and Recreation Director.

(d) The City has the right to conduct periodic unscheduled audits to compare receipts, sales, cash and/or charges with accounting / financial records. Such unscheduled audits by City will be conducted in such a way as to minimize disruption of golf course activities.

(e) Consultant shall maintain a payroll account with a balance not to exceed one and one half months of anticipated Payroll expenses and provide City with financial documentation to maintain budget records during the fiscal year.

(f) Consultant shall have the responsibility and the right to charge on the Golf Course credit card as may be necessary to operate the Golf Course day-to-day operations and submit reconciled credit card statement and receipts monthly.

(g) Consultant shall submit recommendations and/or modifications associated with all Golf Course Operations, Maintenance and Capital Budgets to City's designated staff and work together with Staff in creation and presentation of budgets, as part of the City budget process.

SECTION 5. CAPITAL RESERVE

The term "Capital Reserve" shall mean those amounts at any given time allocated from the Golf Course Operations Budget to an account for capital replacements and improvements in or on the Golf Course. This allocation shall be $1,400 per month. There shall not in any given calendar month be credited to the Capital Reserve account any sum if such sum would increase the unexpended Capital Reserve to an amount greater than what is to be determined by the City Council.

Consultant Tom Ringer will request from Parks and Recreation Director any proposed expenditure over an amount of $2,500, which if viable, will be brought before City Council by the Parks and Recreation Director for City Council approval.

SECTION 6. STATUS OF CONSULTANT.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) Consultant shall not obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 7. STANDARD OF PERFORMANCE.

Consultant represents and warrants that he has the qualifications, experience, licenses and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of his ability, experience and talent, perform all services described herein and/or consistent with good golf course management practices and provide for the wellbeing of the City Golf Course. In meeting his obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.

Consultant shall keep himself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services for all aspects of Golf play, grounds, facilities, food and beverage, maintenance of facilities and/or equipment set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Consultant shall effectuate the transfer into Concessionaire's name of the liquor license issued to Max Vernon by the California Department of Alcoholic Beverage Control for use at the Golf Course and abide by all laws, regulations, practices and/or mandates. Consultant agrees to return and effectuate the transfer of the liquor license issued by the California Department of Alcoholic Beverage Control for use at the Golf Course to any future entities to run the Golf Course without any remuneration at the termination of this agreement, whether with or without cause.

SECTION 9. PROHIBITED ACTS

A. Conflict of Interest. Consultant represents that it has no interest in and shall not acquire any interest, direct or indirect, in any contract or subcontract that will conflict in any manner or degree with the terms of this Agreement. Any violation of this Section by Consultant shall render the Agreement voidable by City and shall entitle City to pursue all remedies that City may have in law or equity.

B. Discrimination. Consultant represents that no person in the United States has, on the grounds of race, religious creed, color, national origin, ancestry, gender, sexual orientation, disability, medical condition, marital status, or age, been excluded from service by, been denied the benefits of, or been subject to discrimination in connection with, Consultant's operations.

C. Discriminatory Criteria. Consultant may not utilize criteria or methods of administration that have the effect of subjecting individuals to discrimination on the basis of race, religious creed, color, sex, sexual orientation, national origin, disability, medical condition, marital status, ancestry, or age.

D. Immigration and Nationality Act. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U. S. C. A, sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

E. Prohibited Activities. Notwithstanding anything to the contrary in this Agreement, Consultant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything on or at the Premises, that may in any way:

i. increase the existing rate of or otherwise affect any fire or other insurance on the Golf Course;
ii. cause cancellation of any insurance policy covering any part of the Golf Course;
iii. obstruct or interfere with the projects, activities, or events of City or the lawful operation of the Golf Course;
iv. interfere with City's operations or ability to fulfill its charitable purposes;
v. use or allow the Premises to be used for any illegal or unlawful purpose;
vi. cause, maintain or permit any nuisance in, on or about the Golf Course; or
vii. cause disfigurement, damage, or structural injury to the Premises or the Golf Course.

SECTION 10. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that this Agreement has been duly executed and delivered by such party, has been authorized by all necessary corporate action and constitutes the legally valid and binding obligation of such party, enforceable against it in accordance with its terms.

SECTION 11. FORCE MAJEURE

City shall not be liable for any loss or damage suffered by Consultant arising out of the interruption or cessation of the Business, nor for any loss suffered by Consultant in the performance of his obligations under this Agreement resulting from a strike or other work stoppage; breakdown or failure of apparatus, equipment or machinery; any temporary stoppage for repair, improvement, or replacement thereof; interruption in sewer, water, or electrical service; limitation of access to or condemnation of the Premises; or any other act or condition beyond City's control.

SECTION 12. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work

product to persons or entities other than City without prior written authorization from the City Council, except as may be required by law.

(b) Consultant, his officers, employees, agents, golf clients or subcontractors, shall not, without prior written authorization from the City Council or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent, golf clients or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, his officer, employees, Agents, golf clients or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 13. INDEMNIFICATION.

(a) Consultant agrees to indemnify and hold harmless the City and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") from any and all claims, demands, costs or liability determined by a court of competent jurisdiction to have arisen from or to be connected with Consultant's negligent, or deliberately wrongful act, errors, or omissions in connection with the performance of this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

SECTION 14. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, his agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:Vll. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by City Council. Consultant agrees to provide City with copies of required policies upon request. City agrees to reimburse Consultant for the reasonable cost of such policies.

Consultant shall provide the following scope and limits of insurance:

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1, "any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(b) Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

(c) Other provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by

the insurer or other party to this Agreement, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested has been given to City .

(2) General Liability and Automobile Liability Coverage:

(i) City and their respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(ii) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(iii) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(iv) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Employer's Liability Coverage: Unless the City Council otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

(d) Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

SECTION 15. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the person who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of his duties pursuant to this Agreement, may utilize subcontractors, with the prior approval of the City Council.

SECTION 16. CONTINUITY OF PERSONNEL.

Consultant is responsible for meeting all federal, state and local employment hiring laws, practices and mandates in hiring, pay, work schedules, retention and termination of all employees at the facility. All such employees shall be paid by Consultant and such payment shall be charged as an operating expense.

In this regard Consultant shall develop staffing recruitments for all areas of the Golf Course and hire and train the staff required as Consultant's employees and any legal mandate deemed necessary and advisable for the successful and continued operation of the facility, consistent with the approved budget. All employees must possess documents/identification necessary to meet all legal employment hiring laws and have a valid driver's license when operating City owned equipment.

Consultant shall not hire or terminate persons employed as the Superintendent without prior notice to review and comment by the City Manager or designee.

SECTION 17. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to City.

(c) If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement if the failure to perform is not cured within fifteen (15) days following written notice of failure to perform a material obligation.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City.

SECTION 18. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 19. COOPERATION BY CITY.

All public information, data, and reports as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit "A", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Lemoore Attn: City Manager 119 Fox Street Lemoore, CA 93245
To Consultant:	Tom Ringer 5747 W. Prospect Visalia, CA 93291

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 21. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of his obligations hereunder.

SECTION 22. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 23. MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 24. WAIVER.

Waiver by any party to this Agreement or any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

SECTION 25. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Kings. In the event of litigation in a U. S. City Court, venue shall lie exclusively in the Eastern District of California, in Fresno.

SECTION 26. ATTORNEY'S FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 27. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibit, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 28. SEVERABILITY.

If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 29. PREPARATION OF AGREEMENT.

This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties therefore expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney and will be construed accordingly.

CITY OF LEMOORE

By: _____
Ron Hoggard,
Interim City Manager

TOM RINGER

By: _____
Tom Ringer

Tax ID No.: _____

Approved as to Form:

_____
Jenell Van Bindsbergen,
City Attorney

J:\wdocs\01943\005\agt\00378888.DOC

EXHIBIT "A"

SCOPE OF SERVICES

A. CONSULTANT SHALL DO ALL OF THE FOLLOWING:

1. Serve as Golf Pro at the Lemoore Municipal Golf Course.
2. Consult and report to City Staff, including but not limited to, the Parks and Recreation Director, Finance Director, and City Manager regarding the operations of the Golf Course.
3. Perform such duties as required to maintain and operate the Golf Course to the standards of the City as designated by the City Manager and City Council and state and local laws.
4. Consultant shall average 40 hours a week for a minimum of 50 weeks a year at the Golf Course. Consultant may provide golf lessons on his own time, outside the scope of this Agreement, which time shall not be counted toward the 40 hour per week requirement.
5. Direct and oversee the day to day work of Golf Course Superintendent and Groundskeeper/Maintenance workers, as well as Food and Beverage employees.
6. Consultant has the authority to hire, discipline or terminate any golf course employees or independent contractors. Consultant shall determine salaries/ benefits, set work schedules, take care of all payroll and Human Resource issues.
7. Deliver all revenues and bills to the City's Finance Department on a regular basis, in the manner, and pursuant to the schedule, determined by any of the following: Finance Director, City Manager or designated Department Head.
8. Take inventory as of June 15, 2015 to establish the beginning inventory for the term of this Agreement; regularly monitor inventory and supplies each month; take inventory on a monthly basis; order necessary inventory and supplies and deliver all invoices for payment promptly to the City for payment each month; take inventory on or before the termination of this Agreement.
9. Purchase and maintain a business permit in accordance with the Lemoore Municipal Code.
10. Consultant will organize "The Golf Course Advisory Committee". The committee shall consist of seven (7) members: A single representative each from the Men's club, the Ladies club, Naval Air Station Lemoore's Morale, Welfare, and Recreation office (MWR), the Parks and Recreation Director or designee and three citizen golfers. The members of the Golf Advisory Committee shall serve without compensation. All Committee members, with the exception of the Parks and Recreation Director or designee, shall apply with the Consultant at Lemoore Municipal Golf Course. The committee will follow any established procedures for such a committee set by the City or City Council whether by ordinance or policy.
11. Consultant will oversee the Men's and Ladies Clubs. It is Tom Ringer's responsibility, with the authority granted by the City to make the necessary changes to insure the success of the clubs, including but not limited to scheduling tournaments, regulating fair handicaps, conducting regular meeting and implementing strategies to grow membership.

CITY MANAGER'S EMPLOYMENT AGREEMENT

This Agreement, made and entered into as of this 16th day of June, 2015, between the City of Lemoore, a municipal corporation, hereinafter called "City", and Andrea Welsh, hereinafter called "City Manager," both of whom understand as follows:

WHEREAS, the City Council of the City of Lemoore, hereinafter called "Council," desires to retain the services of Andrea Welsh as City Manager of the City of Lemoore; and

WHEREAS, it is the desire of the Council to provide certain benefits and establish certain terms and conditions of employment, all as set forth herein.

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. The Council hereby agrees to employ Andrea Welsh as City Manager of the City of Lemoore to perform the functions and duties specified in applicable City ordinances and Administrative Rules and Regulations as the same presently exist or may hereafter be amended, and to perform other legally permissible and proper duties and functions consistent with the Office of the City Manager, including serving as Executive Director of the Lemoore Successor Agency, as Council shall from time to time assign.

SECTION 2. TERM.

A. The term of this Agreement shall begin as of July 6, 2015, (the "effective date") and shall continue for a period of three (3) years until June 30, 2018, unless terminated early by either party with or without cause, in the process identified in Section 9 below. During the term of this Agreement, Andrea Welsh shall be a full-time City Manager.

B. Subject to the provisions of Section 9, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Council to terminate this contract and the services and employment of City Manager at any time, at the sole discretion of Council with or without cause, in accordance with the provisions of the Lemoore Municipal Code, and in so doing, the City Manager acknowledges that she shall not have, and hereby waives, all rights to a hearing or to an appeal of any kind. This waiver includes, specifically, a waiver of the notice and hearing provisions as found in the Lemoore Municipal Code, in state law or otherwise. This Agreement shall not be terminated by the City during or within a period of one hundred and eighty (180) days following any general or special municipal election held in the City at which a member of the City Council is elected or when a new City Council member is appointed. The purpose of this provision is to allow any newly elected or appointed member of the City Council or a reorganized City Council to directly observe the actions and ability of the City Manager in the performance of the powers and duties of her office. After the

expiration of said one hundred eighty (180) day period aforementioned, the provisions of this section as to the termination of this Agreement by the City shall apply and be effective.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City Manager to resign at any time from her position with the City. City Manager shall give not less than forty-five (45) days written notice to the City prior to the effective date of resignation. The provisions of Section 9 shall not apply in the event of the City Manager resignation.

D. Unless terminated early by either party with or without cause, Council shall provide City Manager with not less than three (3) months' notice prior to the end of the term if Council does not intend to renew, extend or amend this Agreement.

SECTION 3. SALARY AND EVALUATIONS. City Manager's salary shall be Ten Thousand Seven Hundred Thirty Dollars ($10,730) per month. The Council agrees to adjust said salary of the City Manager as follows:

A. The Council shall conduct performance reviews of the City Manager six (6) months after the commencement of the City Manager employment. Thereafter, a performance review of the City Manager shall be conducted annually, or more often as requested by the Council. The regularly scheduled evaluation shall be in writing and a copy of the evaluation shall be given to City Manager and a copy placed in her personnel file. Failure to evaluate shall have no effect on the rights, duties, and obligations of the parties herein.

B. Under this agreement, the City Manager will be eligible for the same cost of living salary adjustments granted by the City Council to other management employees, subject to Council approval. The City Manager will also be subject to any employee concessions taken by other management employees.

SECTION 4. PENSION AND RETIREMENT. City agrees to enroll City Manager in the City's retirement system and provide the same benefit that is provided to other management employees of the City, with the exception of deferred compensation. As it relates to deferred compensation, instead of providing a percentage of the base salary as is provided to other management employees, the City shall pay into the deferred compensation account for City Manager a specific monetary value of $6,500 a year.

SECTION 5. HEALTH AND OTHER INSURANCE. City agrees to provide City Manager with the same health, dental, life, and optical insurance coverage and benefits as are provided other management employees of the City.

SECTION 6. AUTOMOBILE ALLOWANCE. City Manager shall, at her expense, provide an automobile for use in carrying out her duties as City Manager, and in connection therewith. City shall pay City Manager a car allowance of Four Hundred dollars ($400.00) per

month. City Manager shall not be entitled to reimbursement for automobile use for business travel, except as provided in Section 7 herein.

SECTION 7. CELL PHONE. City Manager shall be provided a cell phone for City business.

SECTION 8. EXPENSES. Subject to available funds in the budget, the City agrees to pay the professional dues, subscriptions and non-travel related expenses on behalf of the employee which are reasonably necessary for the City Manager's continuation and full participation in national, state, regional or local associations, service clubs and organizations necessary and desirable for the Manager's continued professional development or for the good of the City. Furthermore, the City shall budget and pay for the professional dues, subscriptions, and non-travel related expenses to such additional organizations as approved by the City Council.

Additionally, City shall pay the City Manager's actual and necessary travel expenses for professional and official travel to meetings, courses, seminars, and occasions reasonably necessary to continue City Manager's professional development as City Manager and to adequately pursue necessary official duties and other functions for the City. City shall reimburse City Manager at the applicable IRS mileage rate for roundtrip automobile business travel in excess of 75 miles from City Hall.

SECTION 9. VACATION, SICK AND ADMINSTRATIVE LEAVE.

A. City Manager shall earn vacation time each month in the same manner as other management employees of the City, except City Manager will be credited with seven (7) years' experience and will receive the first 40 hours beginning July 6, 2015 without additional accrual and will then accrue vacation in accordance with the policy beginning November 1, 2015. City Manager shall be subject to the City's ordinances, rules and policies pertaining to all management employees with regard to accrual, use and conversion (to cash) of vacation time.

B. City Manager shall accrue sick leave in the same manner as other management employees of the City, except City Manager will be credited with seven (7) years experience and will earn sick leave accordingly. City Manager shall be subject to the City's ordinances, rules and policies pertaining to all management employees with regard to accrual, and use of sick leave.

SECTION 10. TERMINATION OF AGREEMENT AND SEVERANCE.

A. Without Cause. The majority of the City Council may terminate this Agreement at any time without cause by providing at least thirty (30) days' written notice to City Manager. In the event of termination without cause, City Manager shall be entitled to severance compensation for the balance of the term of this Agreement, or six (6) months whichever is less. The number of months of severance shall increase by one (1) month for each year of successful employment with the City by City Manager to a maximum amount of nine (9) months for the term of this

Agreement and in no event greater then twelve (12) months for any subsequent amendments to this Agreement. Severance shall be paid in one (1) lump sum and shall include payment of salary and, in addition, payment of the value of health insurance benefits only, as described in Section 5 hereof.

B. With Cause. Council may terminate the City Manager for cause at any time by delivering written notice of intent to terminate for cause. City Manager shall be immediately placed on paid administrative leave while the City Council determines whether cause exists. Upon a determination that cause exists, the City Manager may be terminated immediately. "Cause" for the purpose of this agreement is defined as:

1. Fraud, misappropriation or embezzlement.

2. Negligent or willful misconduct which has caused damage to public property or use of public property for other than a public purpose.

3. Any intentional or grossly negligent action or inaction that materially and substantially:
   (a) impedes or disrupts the operations of the City or its organizational units;
   (b) is detrimental to employee or public safety;
   (c) violates properly established rules or procedures of the City causing a material and substantial adverse effect on the City's interests.

4. Violation of the City's policies regarding discrimination or harassment.

5. Repeated and protracted unexcused absences from the City Manager's office and duties.

6. Continued abuse of drugs or alcohol that materially affects the performance of the City Manager's duties.

7. Violation of the City Manager's duties under this Agreement.

8. Failure to disclose pertinent information to the City Council.

9. Failure to follow lawful direction given by the City Council at a duly convened meeting.

10. Failure to substantially perform any of the required duties of the City Manager.

11. Violation of City policies.

12. Conviction of a felony or a misdemeanor crime involving acts of moral turpitude under California law.

13. Use or possession of illegal drugs.

14. Breach of this Agreement.

Pursuant to Government Code Sections 53243 and 53243.2, if the City Manager is convicted of a crime involving abuse of her office or position, all amounts paid for leave pending an investigation and any amounts paid out as severance pay shall be fully reimbursed by the City Manager to the City.

Following termination under Section 9A., if the City Manager is convicted of a crime, proof of which would have justified termination for cause under Section 9B., all amounts paid for leave pending an investigation and any amounts paid out as severance pay shall be fully reimbursed by the City Manager to the City.

C. Termination Defined. Termination shall mean removal from office. Termination shall not mean a reduction of salary or benefits generally applicable to all management employees.

SECTION 11. PROFESSIONAL MEETINGS. City Manager is expected to attend appropriate professional meetings at local and state levels and to periodically report to the City Council regarding meetings attended and shall be reimbursed for the expense of attending those meetings. These expenses shall be limited to the maximum sums budgeted by City and shall be individually and specifically approved by the City Council. Specifically, the City Council has pre-approved City Manager's membership in International City/County Management Association ("ICMA") and Municipal Management Association of Northern California ("MMANC") and has authorized City Manager to attend the annual ICMA Conference or MMANC Conference, for which the Council will reimburse City Manager for the membership dues and conference costs. All expenses relating to these conferences must be reasonably necessary, and must be documented. Reimbursement of these expenses must also be timely requested (within 60 days) and properly documented by receipts.

SECTION 12. NOTICES. Any notices required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given and deemed served upon the other party if sent by United State Postal Service, first class postage prepaid, and addressed as follows:

TO CITY: City Council
c/o City Attorney
City of Lemoore
119 Fox Street
Lemoore, CA 93245

TO EMPLOYEE: Andrea Welsh

City Manager
City of Lemoore
119 Fox Street
Lemoore, CA 93245

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the US Postal Service.

SECTION 13. ETHICAL COMMITMENTS. City Manager will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, City Manager shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Council shall support City Manager in keeping these commitments by refraining from any order, direction or request that would require City Manager to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request City Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

SECTION 14. RELOCATION AND MOVING EXPENSES.

A. Council shall pay directly for the expenses of moving City Manager and her family and personal property from Avondale, Arizona to Lemoore, California. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges. The Council shall select the moving company.

B. Council shall reimburse City Manager for air fare up to a maximum of $2,000 for City Manager and her family at any time between the approval of this Agreement and July 6, 2015 to assist with house hunting and other facets of the transition and relocation process. The Employee shall be reimbursed for actual and reasonable lodging and car rental expenses incurred by City Manager and her family members for this trip.

SECTION 15. GENERAL PROVISIONS.

A. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Agreement.

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

C. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.

D. This Agreement supercedes all prior written agreements and oral understandings of the parties.

E. The City Council and its members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof shall give orders or instructions to any subordinates of the City Manager. The City Manager shall take her orders and instructions from the City Council only when sitting in a duly convened meeting of the City Council and no individual Council member shall give any orders or instructions to the City Manager.

F. The parties recognize that the normal work hours for the City Manager are seldom 8:00 a.m. to 5:00 p.m., Monday through Friday, and the performance of the City Manager duties frequently requires attention to duty before and after normal working hours on weekends and on holidays. Accordingly, City Manager is authorized to make such adjustments to work hours as may be reasonably necessary to accommodate the work requirements of City, family, and personal needs.

G. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the state courts located in Kings County, California.

H. City Manager may not assign or transfer any rights granted or obligations assumed under this Agreement.

I. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of the Agreement shall continue in full force and effect.

CITY MANAGER	CITY OF LEMOORE
By, _____	By, _____
Andrea Welsh	Lois Wynn, Mayor

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in May 1998.

ICMA

Leaders at the Core of Better Communities

ORDINANCE NO. 2015-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE AMENDING SECTION 2 OF ARTICLE C OF CHAPTER 7 OF TITLE 7 OF THE LEMOORE MUNICIPAL CODE RELATING TO WATER CONNECTION

The City Council of the City of Lemoore does ordain as follows:

SECTION 1. Section 2 of Article C of Chapter 7 of Title 7 of the Lemoore Municipal Code is amended to read as follows:

"7-7C-2: SCOPE:

A. Applicable Area: The area to which this Article shall apply includes each and every parcel within the City limits of the City as it presently exists, or as it may hereafter exist, and each and every parcel outside the City as provided for herein, except to the extent that a building permit is issued to owners of improved properties which are, at the time of application for building permit, already connected to the water and sewer system and have previously paid all connection fees.

B. Service Outside City: Public Facilities: Upon written application by a public agency with public facilities located outside the boundaries of the City, the City Council hereby designates to the City Manager the authority to negotiate the terms and conditions of an agreement with the public agency which will be subsequently considered by the City Council to extend water service and/or supply to a particular public facility. In so doing, the City Manager shall consider the benefit of the public facility to the citizens of Lemoore and consult with and obtain review and/or approval of any such agreement by the City Engineer and/or City Attorney as applicable. Any such agreement shall be subject to final approval and ratification by the City Council before it becomes effective.

C. Service Outside City: Land Owner, Developer, or Commercial Business: Upon written application by a land owner, developer, or commercial business located outside the boundaries of the City, the City Council hereby designates to the City Manager the authority to negotiate the terms and conditions of an agreement with the land owner, developer, or commercial business which will be subsequently considered by the City Council to extend water service and/or supply to a particular parcel, lot or other facility. In so doing, the City Manager shall consider the benefit to the citizens of Lemoore and consult with and obtain review and/or approval of any such agreement by the City Engineer and/or City Attorney as applicable. Any such agreement shall be subject to final approval and ratification by the City Council before it becomes effective. Additionally, such extended service and/or supply pursuant hereto is only authorized for land within the City's sphere of influence and must conform with all current City ordinances and standards, including the payment of any and all applicable fees and other charges, current laws, receive the appropriate approvals of other agencies as required by law, and include

a provision whereby the property owner agrees not to object to or otherwise oppose the City's annexation of the property owner's property at a future date, should such an annexation occur."

SECTION 2. This Ordinance shall take effect 30 days after its adoption.

SECTION 3. The City Clerk is further directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Lemoore, within fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing Ordinance was introduced at a Regular Meeting of the City Council of the City of Lemoore held on the 16th day of June 2015, and was passed and adopted at a Regular Meeting of the City Council held on the 7th day of July 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED:

_____
Mary J. Venegas, City Clerk

_____
Lois Wynne, Mayor