

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_day of \_\_\_\_\_,2018, by and between the Trustees of the Norman Municipal Authority, a Public Trust, hereinafter referred to as "Authority," and Richard L. Parish, Golf Professional-Manager, hereinafter referred to as "Professional."

WITNESSETH:

WHEREAS, the Authority owns and possesses a Municipal Golf Course known as "Westwood Park" situated in Norman, Oklahoma, including the grounds and clubhouse with restaurant thereon and all other improvements appurtenant thereto, and,

WHEREAS, the Professional is desirous of maintaining, managing and operating said Golf Course and facilities (excluding the grounds thereof) (hereinafter called "Westwood Park") for the Authority.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is agreed as follows:

1. Authority hereby employs Professional and Professional accepts employment for a period of five (5) years from the date above written, with annual review by the City Manager, to maintain, promote, market, manage and operate said Golf Course and facilities, and the Professional must assume full responsibility for the general management and operation of said Golf Course (excluding the grounds thereof), clubhouse, driving range, and golf carts and rentals thereof, and provide to the general public services for golf lessons and for the rental and selling of golf supplies, golf equipment and repairs to golfers' equipment, subject to the overall direction of the Director of Parks and Recreation and the Authority. The Director of Parks and Recreation shall have supervision over the performance of the acts and things herein contained and covenanted.

2. Professional agrees to keep accurate records of all receipts and collections of Westwood Park income in a manner approved by the Authority and/or its designated agent or auditor, the cost thereof to be paid by the Authority. Professional shall make such records available for inspection by the Authority or the Director of the Norman Parks and Recreation Department at any time upon demand and shall submit such records to whomever the Authority or Director of Parks and Recreation Department may designate hereafter for the purpose of auditing such records on or before the tenth day of each month for the preceding month. Additionally, the Finance Director shall provide a semi-annual audit of golf activity and submit a report to the Authority as directed.
3. Professional agrees to keep accurate records of all golf professional income and expenses for (a) sales and rental of golf merchandise and equipment, (b) servicing, storage and repairs to golfer's personal equipment and supplies, (c) golf lessons, and (d) locker rentals, in a manner approved by the Authority and/or its designated agent, the cost thereof to be paid by the Professional. Professional shall make such records available for inspection by the City Manager or the Director of Norman Parks and Recreation Department at any time after reasonable notice. Additionally, the Professional shall provide to the City Manager or the Director of Norman Parks and Recreation Department, a semi-annual financial statement of the Professional's personal business activities, said semi-annual periods to be agreed upon by the City Manager or his designee and the Professional. Authority recognizes that the personal business records of the Professional contains information that is proprietary in nature, is being voluntarily supplied and therefore may be returned to Professional upon proper request under the provision of the Oklahoma Open Records Act, 51 Okla. Statutes §24A.10.
4. A schedule of fees and prices applying to green fees, advanced green fees, lockers, golf carts and driving range shall be established by the Authority.
5. The Golf Course, clubhouse, driving range and all other facilities described above shall be open for full operation daily. The specific hours of such operations shall be established by the Director of Parks and Recreation Department. Professional agrees to abide by such established hours of operation and to assure that professional services and employees will be available to the patrons during all the hours of operation.
6. Income and disbursements will be administered in the following manner:

(A) Professional will receive all gross receipts from (a) the sales and rental of golf merchandise, the latter to be purchased at his own cost and expense, (b) the charges for repairs to golfers' personal equipment and supplies used and sold in the Repair Shop, which Repair Shop the Professional shall equip and maintain at his own cost and expense, and (c) from golf lessons given by the Professional to patrons of Westwood Park Golf Course;

(B) Authority shall receive all gross receipts from green fees, driving range, advance fees, golf cart rentals, restaurant sales, self-service machines, pay telephones and any and all merchandising machines, excluding self-service machines that dispense golf merchandise sold in the golf shop. The income of the Authority shall be deposited daily in such bank as is hereafter designated by the Parks and Recreation Department and the Authority.

7. Yearly audits of all activities of the park under the Professional's supervision and control shall be performed in order to determine profit and loss, which audit shall be supplied by the Authority.

8. As consideration for the Professional's supervision and management of Westwood Park Golf Course, driving range, lockers, golf carts and other activities appurtenant to the golf course (not including the swimming pools or snack bar therewith connected and appurtenant), the Professional shall receive, as remuneration, the following:

(A) A fixed fee of \$42,500 per year, paid monthly at a rate of \$3,541.67 for each month of service completed, provided that it is recognized that the Director of Parks and Recreation and the Professional are jointly preparing a Business Plan for the operation of the Westwood Park Golf Course and that upon the anniversary date of the effective date of this contract the City Manager may recommend an appropriate adjustment to this fixed fee for the remainder of the contract term based on implementation of said Business Plan and demonstrated progress towards Business Plan goals in areas that are the responsibility of the Professional;

(B) The Professional shall receive 100% of the gross receipts from the rentals of lockers which shall be furnished by the Professional; 100% of the gross receipts derived by the Professional from the servicing, storage, and repair of golf clubs, bags and pull carts, the latter of which shall be furnished by the Professional; 100% of the gross receipts derived by the Professional from the rental of golf clubs and bags, which he shall furnish; 100% of the gross receipts derived by the Professional from the Professional Shop, the merchandise for which shall

be furnished and supplied by him;

(C) The Professional shall be provided the same health care benefit that is provided to the employees of the City of Norman.

9. Neither the Professional nor the Professional's staff shall have any sole or exclusive right to provide golf lessons. Members of the general public may provide golf lessons on the golf course, driving range and other facilities.

10. All items of equipment for maintenance of and improvement to the Golf Course, driving range, warehouse facilities, golf carts, clubhouse and restaurant, shall be owned by the Authority, and the expenses for the maintenance and operation of said Authority property shall be paid for by the Authority. Adequate labor and supplies, to properly maintain and operate Westwood Park, shall be provided by the Authority. The Authority shall maintain Westwood Park in a manner similar to other first class municipal golf courses in Oklahoma.

11. Professional agrees that such management and operation of said Golf Course including said golf lessons and said golf sales and rentals shall be conducted in accordance with the highest modern professional golfing standards employed at top flight clubs and golf courses in the community. Further, the Professional agrees to apply his professional golf management expertise to (a) increasing the number of rounds played annually at Westwood Park, (b) efficiently scheduling golf shop staff to optimize productivity, (c) managing tee times and speed of play on the course for optimum income, (d) analyze, on an ongoing basis, the fee structure and the Norman public golf market for revenue enhancement opportunities, and (e) actively promote the game of golf and the golf facilities at Westwood Park in the City of Norman, OK.

12. Professional shall assure that the premises and grounds are maintained in good and substantial repair and in a clean and orderly condition.

13. In the operation and management of said Authority and properties, Professional shall have the right to select and employ all necessary assistants and personnel at rates of pay within the limitation of funds provided for that purpose in a Budget approved by the Director of Parks and Recreation Department and by the Authority, and said employees shall be paid from funds of The City of Norman, and the Professional shall establish employment conditions and regulations for all employees delineating duties and responsibilities which shall be approved by the Director of Parks and Recreation Department.

(A) Professional shall provide loss and damage insurance necessary to protect Professional's golf merchandise and Professional's equipment in the Repair Shop and property and equipment of patrons in the possession of Professional. Professional assumes all risks incident to or in connection with Professional's sale of golf merchandise, repairs referred to above, the giving of golf lessons to golf patrons while on said golf course, and shall indemnify, defend and save the Authority and the City of Norman harmless from damages or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the above-specified activities. In this connection, the Professional shall carry Comprehensive General Public Liability Insurance in the amount of \$125,000 for one person and \$1,000,000 for any one accident involving injury to more than one person with Property Damage Insurance of not less than \$25,000 for any one accident. Professional further agrees to save the Authority and The City of Norman harmless from any and all damages arising out of any act or omission by him outside the scope of his employment.

(B) Authority shall provide insurance for Comprehensive General Public Liability and Property Damage for the clubhouse and restaurant herein (except the areas of golf merchandise sales and golfers' repair shop), its equipment and grounds equipment, golf carts, and to protect the Authority, its agents and employees including the Professional from any and all accidents in the general operation of said golf course and facilities, except those stated in Paragraph 12 (A) above. The Authority shall provide insurance against fire and theft on the clubhouse, its equipment and grounds equipment and golf carts.

(C) Professional shall qualify for a Corporate Surety Bond in the amount as specified in Section 8-109(2)C of the Code of the City of Norman to be procured by the Authority at its cost and expense. Conditions of said bond shall be the faithful performance of all the covenants and obligations imposed on the Professional by this Agreement.

14. All expenditures of Authority funds for supplies and equipment shall be approved by the Director of Parks and Recreation, and any expenditure exceeding \$25,000 shall be approved by the governing body of The City of Norman.

15. Authority agrees to furnish at the above-named Golf Course to the Professional: office space, office equipment, storage area and suitable area in which to sell golf equipment and supplies, free of rent.

16. Professional agrees to abide by the Ordinances of The City of Norman and the Statutes of the State of Oklahoma and rules and regulations established by the Director of Parks and Recreation and the Authority in the performance of his duties and responsibilities under this contract.

17. Provided further that this contract is subject to the annual appropriation by the City Council of the funds allocated herein. Should the City Council fail to appropriate funds sufficient to fulfill the uses and purposes of this agreement, then this contract shall terminate.

18. In the event the Authority or Professional shall fail to perform, keep and observe any of the terms, covenants and conditions herein contained, Authority or Professional may give the other written notice to correct such condition or cure such default, and action to correct any such condition or default shall be taken within thirty (30) days after receipt of such notice by Authority or Professional. Thereafter, if it is determined by the Authority, or by the Professional, as the case may be, that no action has been taken or that the action to correct such condition or default is not appropriate or is insufficient, then the other may terminate this contract by the giving of written notice to that effect addressed to the other party by registered mail in which the contract terminates after the expiration of ninety (90) days from the date of notification. If the Professional shall at any time be incapacitated by illness or otherwise from performing his duties for a reasonable period of time, or if he shall, in the opinion of the Director of Parks and Recreation and Authority, be or become in any way unfit to act as Professional or if he commits acts to the detriment of the Authority or improperly performs his duties, the Authority may, by three calendar months' written notice, terminate this contract, notwithstanding anything herein contained to the contrary. Notwithstanding the forgoing, this contract is terminable on reasonable notice, without penalty or cause, at the end of one year.

19. In the event the Authority initiates termination of this agreement the Authority shall purchase from the Professional the merchandise, equipment, supplies and clothing owned by him in the operation of the golf pro shop as follows:

(A) All new merchandise, delivered or undelivered at the date of notice of termination, which has been paid for by the Professional, including, but not limited to, clothing, shoes, clubs, golf balls and other items for sale in the golf pro shop shall be purchased at actual invoice price plus actual freight costs. Professional shall supply documentation to the Authority indicating said

actual cost.

(B) Any payments due to the Professional from the Authority shall be paid within thirty (30) days of the date of termination.

20. It is contemplated between the parties hereto that during the term of this contract that various improvements may be made to the Golf Course and its facilities. In the event that improvements shall be made of such a substantial nature as to disrupt the normal operation of the Golf Course and the clubhouse, the parties may, by mutual agreement, set a minimum gross income figure to a figure that more properly represents the conditions existing at that time.

21. It is agreed that this contract shall not be assigned in whole or in part without written consent of Authority and the Professional.

22. During the continuance of this agreement, Professional shall devote the whole of his time during the operating hours of this course and clubhouse and shall use his best endeavors to promote the interest and welfare of the Authority. Professional shall be allowed to participate in golf tournaments and other professional golf activities after obtaining permission from the Director of Parks and Recreation.

23. If any casualty or unforeseen occurrence shall render the fulfillment of this contract by Authority impossible, including without limitation thereto, the requisitioning of the premises by the United States Government or the State of Oklahoma or the City of Norman or any arm or instrumentality thereof for a major portion of the term, then this contract shall terminate and Professional waives any claim for damages or compensation, should this contract be so terminated. If the Authority determines that it is in the best interest of the Authority to discontinue the operation of said Golf Course and clubhouse, it may, at its discretion, terminate this contract on three (3) months' written notice to Professional and Professional waives any claim for damages or compensation in case of such termination.

24. It is understood and agreed by and between the parties that the terms and conditions of this contract contain all matters which constitute the employment relationship herein created and any duties, responsibility, benefit, privilege or condition not expressly contained herein is deemed to have been considered and rejected as part of this agreement and is not subject to further negotiation unless mutually agreed to by the parties.

