

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/08/2014

AGENDA ITEM: Employment Contract Extension	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Contract	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The current Employment Agreement for the Golf Chop Supervisor expires December 31, 2014. Staff is recommending an extension of this Agreement through February 28, 2015 with Mike Reynolds.

RECOMMENDED ACTION: Staff recommends the City Council consider authorization for the Mayor to extend the Employment Agreement with Mike Reynolds as Golf Shop Supervisor for Cedarcrest Golf Course as submitted.

CITY OF MARYSVILLE

**EMPLOYMENT AGREEMENT
FOR GOLF SHOP SUPERVISOR
EXTENSION**

This agreement, made and entered into this 1st day of July 2014, by and between the CITY OF MARYSVILLE, State of Washington, a municipal corporation, hereinafter called "City", and MIKE REYNOLDS, hereinafter called "Employee"; is hereby being extended through February 28, 2015;

WITNESETH:

WHEREAS, the City owns and operates Cedarcrest Municipal Golf Course; and

WHEREAS, the City desires to employ the services of Mike Reynolds as the Golf Shop Supervisor (heretofore known as the "Employee"); and

WHEREAS, Mike Reynolds desires to accept employment as the Golf Shop Supervisor on the terms and conditions provided below,

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

1. **Duties.** The City hereby agrees to employ Mike Reynolds as the Golf Shop Supervisor at Cedarcrest Municipal Golf Course, to perform the functions and duties specified in the written job description which is attached and incorporated as Exhibit A, and to perform such other legally permissible and proper duties and functions as the City shall from time to time assign. The Golf Shop Supervisor shall comply with all statutes, ordinances, personnel policies or requirements of the municipal, state and federal authorities now in force or which may hereafter be in force pertaining to his duties and the use of the premises. He shall not cause or permit any public nuisance on the premises.
2. **Reporting Relationship.** The immediate supervisor of the Employee shall be the Director of Parks and Recreation.
3. **Term.** The term of this Employment Agreement shall commence on January 1, 2015 and continue until February 28, 2015. It may be automatically renewed for successive six month term's thereafter, at the City's sole discretion. The employee's employment shall be considered "at will". Either party shall have the right to terminate this agreement without cause on 15 days advance written notice.
4. **Base Wage.** The City agrees to pay the Employee a base hourly wage of \$19.85 for services rendered during the first year of this contract. The Employee's salary thereafter shall be annually reviewed by the City Council and fixed by the duly adopted Budget Ordinance. Salary increases will be based on performance. Said salary shall be payable at the same intervals as apply to other employees of the City.
5. **Withholding.** The City shall withhold and pay all applicable taxes and insurance prior to payment of Employee's salary and additional compensation.

6. **Hours of Work.** The Employee shall be on duty and perform the specified services for the City on a full time basis. The Golf Shop Supervisor is expected to be onsite at Cedarcrest Golf Course during busy weekend periods and high play times. The Employee shall be FLSA non-exempt and shall have all rights to overtime pay or “compensatory time off”.

7. **Fringe Benefits.** Employee shall be entitled to all fringe benefits available to other non-union city employees pursuant to ordinance or policy.

8. **Bond.** If available, and at the City’s cost, bond coverage shall be subscribed to and maintained by the City through Washington Cities Insurance Authority in an amount not less than \$10,000.00.

9. **Review of Performance.** The performance of the Golf Shop Supervisor under this contract shall be subject to periodic review by the Director of Parks and Recreation.

10. **Litigation.** If litigation is commenced by either party to enforce provisions of this agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements.

11. **Entire Agreement.** This agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend the agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

DATED _____, 2014

THE CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

GOLF SHOP SUPERVISOR

By: _____
EMPLOYEE