

THIS EMPLOYMENT CONTRACT is made and entered into by the City of Grand Junction, Parks and Recreation Department (herein referred to as the City and/or the Department) and Brian Franco (herein referred to as the 2<sup>nd</sup> Assistant Golf Pro).

## AGREEMENT

This Agreement shall begin on January 1, 2013 and continue until terminated for any reason. The 2<sup>nd</sup> Assistant Golf Pro is hired **at will** and may be terminated by the Director of Parks and Recreation for any or no reason or without a reason being given. Notice of termination of this Agreement shall become effective by personal service or mailing to the address of the other, postage prepaid. In accordance with the City Personnel Policy Manual (PPM) the 2<sup>nd</sup> Assistant Golf Pro shall be compensated on a bi-weekly basis, to the time of termination or completion. In consideration of this Agreement, the sufficiency of which is acknowledged, the 2<sup>nd</sup> Assistant Golf Pro releases any claim that he has or may have by virtue of a prior Contract Service Agreement by and between the 2<sup>nd</sup> Assistant Golf Pro and/or the City.

Because the 2<sup>nd</sup> Assistant Golf Pro's employment with the City is voluntarily entered into and is at will the 2<sup>nd</sup> Assistant Golf Pro is free to resign at any time with or without notice or reason. Similarly the City is free to end, at any time, the employment relationship when it believes it is in the City's best interest and without cause being given. While the 2<sup>nd</sup> Assistant Golf Pro and the City recognize and agree that there is an opportunity for a long and mutually beneficial relationship, it is further recognized and agreed that neither the 2<sup>nd</sup> Assistant Golf Pro nor the City have entered into any contract for a definite period, express or implied. The relationship is and will always be one of voluntary at will employment.

## DUTIES

The 2<sup>nd</sup> Assistant Golf Pro shall perform services, for and on behalf of the Grand Junction Parks and Recreation Department and its customers. The 2<sup>nd</sup> Assistant Golf Pro shall plan, organize and/or otherwise provide the services reasonably required to fully and completely perform his obligations under this Agreement. The City expects and the 2<sup>nd</sup> Assistant Golf Pro shall provide services of a type and quality customarily offered by teaching golf professionals certified by the Professional Golf Association (PGA).

The 2<sup>nd</sup> Assistant Golf Pro's services under this Agreement are generally described as and shall include but not be limited to the duties stated in the attached job description. From time to time the Director may change, reduce or add to the services to be provided by the 2<sup>nd</sup> Assistant Golf Pro as more particularly described in a letter or other written communication from the Director of Parks and Recreation. The 2<sup>nd</sup> Assistant Golf Pro agrees there is no breach of this Agreement upon the happening of the same.

It is expressly acknowledged and understood by the parties that this Agreement shall result in, and be construed as establishing an employment relationship between the City and the 2<sup>nd</sup> Assistant Golf Pro on the terms established herein. To evidence his full and complete understanding and acceptance of the terms of this Agreement, the 2<sup>nd</sup> Assistant Golf Pro shall initial the following paragraphs and sign the Agreement.



The 2<sup>nd</sup> Assistant Golf Pro agrees to use his best efforts to provide services on behalf of the City and its golf course customers and patrons, using his own professional training, experience and judgment to perform and provide services, work and a work product.

2<sup>nd</sup> Assistant Golf Pro Initials

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The 2<sup>nd</sup> Assistant Golf Pro shall be eligible for leave, retirement and insurance benefits provided to City employees (hereinafter referred to as Benefits or the Benefits) in accordance with the City Personnel Policy Manual (PPM), however, the 2<sup>nd</sup> Assistant Golf Pro shall neither assert nor claim any right to other benefit(s) or protection(s) of the PPM except those generally provided by law. The 2<sup>nd</sup> Assistant Golf Pro shall specifically be protected by Title VII of the Civil Rights Act of 1964 as amended, including the provisions of the Equal Employment Opportunity Act, the Americans with Disabilities Act, the Fair Labor Standards Act and the corollary state laws.

2<sup>nd</sup> Assistant Golf Pro Initials

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The 2<sup>nd</sup> Assistant Golf Pro shall incur no debt or other obligation for or on behalf of the City of Grand Junction and/or the Grand Junction Parks Department without prior authorization.

2<sup>nd</sup> Assistant Golf Pro Initials

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The 2<sup>nd</sup> Assistant Golf Pro shall not offer golf teaching, training or coaching services other than pursuant to this Agreement. The 2<sup>nd</sup> Assistant Golf Pro shall not compete with the City or engage in or invest in or be a partner in any venture that results in competition to the City golf courses, golf facilities or golf training or education programs. The 2<sup>nd</sup> Assistant Golf Pro shall not violate any trademark, copyright or other protection of any training manual, book, publication, video or other golf training or education publication. The 2<sup>nd</sup> Assistant Golf Pro shall secure at his sole expense the necessary permission or authorization to use any and all training materials used, assembled, produced or compiled by him for instructional purposes. If the 2<sup>nd</sup> Assistant Golf Pro has authored or otherwise originally prepared any training manual, book, publication, video or other golf training or education publication then the 2<sup>nd</sup> Assistant Golf Pro shall allow the City to use/allow the same to be used by him for instructional purposes, for the term of this Agreement, at no cost to the City. The 2<sup>nd</sup> Assistant Golf Pro acknowledges the sufficiency of adequate consideration for this Agreement.

2<sup>nd</sup> Assistant Golf Pro Initials

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The 2<sup>nd</sup> Assistant Golf Pro shall perform services, for and on behalf of the Grand Junction Parks and Recreation Department and its customers. The 2<sup>nd</sup> Assistant Golf Pro shall plan, organize and/or otherwise provide the services reasonably required to fully and completely perform his obligations under this Agreement. The City expects and the 2<sup>nd</sup> Assistant Golf Pro shall provide services of a type and quality customarily offered by teaching golf professionals certified by the Professional Golf Association (PGA).

2<sup>nd</sup> Assistant Golf Pro Initials

BJ

The 2<sup>nd</sup> Assistant Golf Pro shall maintain his PGA instruction certification as a requirement for his service under this Agreement. If approved, the City will pay expenses for required PGA education and training, and all expenses will be subject to the City's education



reimbursement policy. That policy states that if you voluntarily separate from your work with the City you will be required to reimburse the City for all or a portion of the training that you received. For courses completed less than 12 months from the date of separation, 100% reimbursement shall be required. For courses completed 12-24 months from the date of separation, 50% reimbursement shall be required. For courses completed in excess of 24 months from the date of separation 0% reimbursement shall be required.

2<sup>nd</sup> Assistant Golf Pro Initials B7

Golf professionals are required to wear certain clothing for the purpose of identifying them as representatives of the City and ensuring a professional appearance. The golf professional is required to wear City designated shirts each work day. The golf professional will be responsible for the purchase of his shirts and will be reimbursed up to \$164 per year for the purchase of City golf course (i.e. Tiara Rado and/or Lincoln Park logoed shirts) from the City's pro shops. If hats or visors are worn by the golf professional when working, such may only be "City of Grand Junction" logoed hats and visors. City golf course (i.e. Tiara Rado and /or Lincoln Park) hats and visors are allowed. No hat or visor shall bear the name or insignia of a golf product, other golf course or other product or trade name.

2<sup>nd</sup> Assistant Golf Pro Initials B7

In consideration of full performance of the required duties, the City agrees to compensate the 2<sup>nd</sup> Assistant Golf Pro in the annual sum of \$39,957.00 (a 1.27% increase over the previous salary) plus stipulated Benefits. If the 2<sup>nd</sup> Assistant Golf Pro is determined to be proficient and continues to perform at or above expectation, the City may negotiate additional, incentive compensation. The 2<sup>nd</sup> Assistant Golf Pro shall on a weekly basis report the number of lessons taught and deposit with the Director or his designee the payment received from the same. The 2<sup>nd</sup> Assistant Golf Pro and the City agree that the City shall receive 20% of all lesson revenue; the balance less uncollectable funds in the form of NSF checks, will be paid monthly to the 2<sup>nd</sup> Assistant Golf Pro.

2<sup>nd</sup> Assistant Golf Pro Initials B7

#### CAPACITY TO CONTRACT

2<sup>nd</sup> Assistant Golf Pro by his signature below represents that he has read and fully understands and agrees with the terms of this Agreement and that the Agreement and each and every term thereof is freely, voluntarily and knowingly entered into with full understanding of the attendant rights and obligations.

2<sup>nd</sup> Assistant Golf Pro Initials B7

DATED this 4<sup>th</sup> day of January 2013.

2<sup>nd</sup> ASSISTANT GOLF PRO

Brian Franco  
Brian Franco

CITY OF GRAND JUNCTION

by: Rich Englehart

Rich Englehart  
City Manager