

EMPLOYMENT AGREEMENT

CITY OF GRAND RAPIDS DIRECTOR OF GOLF

THIS EMPLOYMENT AGREEMENT, entered into this ____ day of _____, 20____, by and between the CITY OF GRAND RAPIDS, hereinafter referred to as "City," and ROBERT CAHILL, hereinafter referred to as "Cahill.,"

RECITALS

WHEREAS, City wishes to retain the services of a Director of Golf at Pokegama Golf Course to perform duties more particularly described in the job description attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, Cahill has indicated that he is qualified and willing to accept and continue employment with City for the purpose of performing the duties of Director of Golf; and

WHEREAS, City and Cahill wish to set forth in this Employment Agreement the terms and conditions of employment of Cahill as Director of Golf and certain arrangements regarding his separate undertaking as operator of the Pro Shop, which is not a position of employment with the City;

NOW, THEREFORE, for good and valuable mutual consideration, and with the intent of being legally bound, City and Cahill agree as follows:

1. EMPLOYMENT: Upon the terms and conditions set forth in this Employment Agreement, City hereby employs Cahill, and Cahill accepts employment, as Director of Golf at Pokegama Golf Course. In addition to his employment duties as Director of Golf, Cahill shall be permitted to operate the Pro Shop within the Pokegama Golf Course Club House in accordance with the provisions of Paragraph 5 of this Employment Agreement. In his capacity as operator of the Pro Shop, Cahill is not an employee of the City of Grand Rapids.

2. DUTIES: Cahill shall perform the duties of Director of Golf as described in the Director of Golf job description, which is attached hereto and incorporated herein by reference as Exhibit A, and such other legally permissible and proper duties and functions as City shall from time to

time assign. City reserves the right to revise and update the Director of Golf job description periodically as City deems appropriate. As Director of Golf, Cahill shall be under the direct supervision of the City Administrator and ultimately accountable to the City Council of the City of Grand Rapids. Cahill shall not engage in any activities outside City employment for which he would be compensated except with the advance approval of City, which approval shall not be unreasonably withheld. Cahill shall immediately disclose to the City Administrator any proposed outside activities for which he would be compensated in addition to his City employment. Provided, however, it is agreed that Cahill may operate the Pro Shop at Pokegama Golf Course Club House.

Cahill shall not engage in any activities outside City employment, whether or not for compensation, if such activities would unreasonably interfere with his required attendance at work or the performance of his duties pursuant to this Employment Agreement or would create or give the appearance of a conflict of interest with his employment with City.

3. COMPENSATION: In consideration of his performance of the duties of Director of Golf, Cahill shall be paid an annual salary of \$90,947.07 . Said salary shall be deemed earned and paid on a bi-weekly basis. Said salary constitutes Cahill's gross earnings and shall be subject to federal and state income tax withholding deductions, FICA and Medicare deductions, PERA deduction, and such other deductions as may be legally required from time to time or as may be mutually agreed upon by Cahill and City.

The position of Director of Golf is an executive, exempt position under the Fair Labor Standards Act and shall not be eligible for cash overtime or compensatory time in addition to the salary amount stated herein.

Cahill's salary shall be reviewed when all other non-represented full-time employees are reviewed. City agrees that Cahill, at his option, may treat a reduction in his annual salary as a termination of this Employment Agreement by City.

4. BENEFITS: In consideration of his performance of the duties of Director of Golf, Cahill shall be entitled to the same benefits of a non-represented full-time employee with the following exceptions:

- a. Short-Term Disability Protection: Cahill shall be entitled to maintain his salaried status for a period of up to ninety (90) calendar days of continuous disability per incident of disability.
- b. EMB/FTO: Cahill shall accrue FTO at a rate of 12 hours per pay period .
- c. Post-Employment Healthcare Savings Plan: Commencing January of each year, the City shall deposit \$5,000 into a Post-Employment Healthcare Savings account in Cahill's name.

Except as expressly set forth in this Paragraph 4, Cahill shall not be entitled to the benefits set forth in the City of Grand Rapids Personnel Policies.

5. PRO SHOP: As an independent contractor, Cahill shall compensate the City \$5,696.73 annually for use of space and certain fixtures in order to operate a Pro Shop at Pokegama Golf Course, including sale of golf merchandise, club rental, storage, cleaning and repair, and golf instructional lessons. Rent is based on 351 SF at \$16.23 /SF. Rent shall increase \$0.25/SF annually. Rent payments shall be in 1/12 installments paid monthly, on the effective date of this agreement. Cahill shall establish the hours of operation of the Pro Shop subject to the right of City to establish minimum hours of operation. Cahill shall purchase for his own account inventory for the Pro Shop, shall exclusively determine the types and quantities of merchandise available for sale and the pricing thereof, and shall be exclusively responsible for profits, losses, damage or shrinkage relating to inventory. Cahill shall also determine the services to be offered at the Pro Shop, subject to City's right to determine minimum range of services to be offered. Cahill shall have use of the driving range when providing golf lessons. City shall not authorize any other individual to operate a Pro Shop, including the Pro Shop services and activities listed this Paragraph, during the tem of this Employment Agreement.

City and Cahill may mutually agree that revenues from Pro Shop sales and services shall be collected through City's cash register. City shall then reimburse Cahill for cash proceeds received by City from Pro Shop sales, provided that City shall not be obligated to reimburse

Cahill for checks which are not honored and paid or charge sales, including credit card charges, for which City does not receive cash payment.

Income received by Cahill from operation of the Pro Shop is not income from City employment. City shall not be obligated to withhold federal or state income taxes, FICA, PERA, or any other payroll withholdings from said income.

Cahill shall hold harmless, indemnify and defend City against any and all claims, damages, losses or judgments against City arising out of merchandise sold or services provided by Cahill through the Pro Shop. Cahill shall obtain and keep in force a policy of comprehensive general liability insurance, which policy shall name City as an additional insured, with limits of liability not less than City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Cahill shall keep on file at the office of the City Clerk a current certificate of insurance evidencing that said policy is in full force and effect and providing that City shall receive 30 days' advance notice prior to cancellation of said policy.

6. TERM AND TERMINATION OF AGREEMENT: The term of this contract begins January 1, 2022 and ends March 31, 2024. The City may terminate this Employment Agreement and Cahill's employment with City with or without cause by notifying Cahill on or before July 1 of a calendar year, with termination to be effective December 31 of the same calendar year. Cahill shall continue his employment until the effective date of termination or City shall pay him his salary to the date of termination as severance pay, said decision being at the discretion of City. In addition, City may terminate Cahill's employment at any time for just cause.

Cahill shall notify City on or before July 1 of any calendar year of intent to voluntarily terminate his employment with City, with said termination to be effective as of December 31 of the same calendar year, unless a lesser amount of notice time is agreed to by City. Until the effective date of Cahill's voluntary termination pursuant to the terms of this paragraph, City shall allow him to continue his employment or may pay him his salary to the effective date of termination as severance pay, said decision being at the discretion of the City.

City and Cahill agree to negotiate for the purchase by City from Cahill or Cahill's remaining Pro Shop inventory in the event of termination of his Employment Agreement by City. However, City shall not be obligated to purchase any of Cahill's inventory.

7. PERSONNEL POLICIES: The City of Grand Rapids Personnel Policies shall apply to the employment relationship between Cahill and City except as expressly referenced in this Employment Agreement.

8. GENERAL PROVISIONS:

a. Notices: All notices, requests and demands given to or made pursuant to this Employment Agreement shall be in writing and personally delivered or mail, postage prepaid, as follows:

To City: City of Grand Rapids
c/o City Administrator
Grand Rapids City
420 No. Pokegama Ave.
Grand Rapids, MN 55744

-and-

Chairman, Pokegama Golf Course Board
Grand Rapids City Hall
420 No. Pokegama Ave.
Grand Rapids, MN 55744

To Cahill: Mr. Bob Cahill, Director
18 Horseshoe Drive
Grand Rapids, MN 55744

9. COMPLETE AGREEMENT: This Employment Agreement contains the Complete terms and conditions and full consideration agreed to by the parties. This written Employment Agreement supersedes any other prior negotiations, writings or oral agreements. Any amendments to this Employment Agreement shall be in writing, mutually agreed upon by both parties, and duly executed by Cahill and City pursuant to resolution of the City Council and shall be attached to the original of this Employment Agreement and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be executed the day and year first above written.

CITY OF GRAND RAPIDS

ROBERT CAHILL

By: _____
Dale Christy, Mayor

By: _____
Director of Golf

By: _____
Kimberly Gibeau, City Clerk

Date: _____

Date: _____