

AMENDMENT A

**TO THE CONTRACT FOR EMPLOYMENT SERVICES
BETWEEN THE CITY OF FERNLEY AND BRANDI JENSEN**

This Amendment A, (first and only amendment) to the Contract for Employment Services between the City of Fernley and Brandi Jensen is entered into this _____ day of _____, 2018, by and between The City of Fernley (“City”), and Brandi Jensen (“Jensen”); also referred to as “The Parties.”

On March 22nd, 2010, the City and Employee entered into a Contract for employment services with Brandi Jensen. The parties hereby wish to modify the contract as follows:

1. Work Schedule, Jensen shall be able to work any schedule of her choice as long as:
 - a. The total hours worked within a year are roughly 2080 inclusive of sick and annual leave, with a goal of 80 hours average, per pay period.
 - b. Partial day absences will require annual or sick leave to be used only if working less than 80 hours in that pay period.
 - c. Full day absences will require leave to be used if there is less than 80 hours in that pay period.
 - d. The City Attorney’s Office will ensure an attorney is present at all Council Meetings, Planning Commission Meetings, Municipal Court, and any other reasonable time requested by Mayor or Council.
 - e. City may revoke this flexible schedule with 30 days’ notice to Jensen.

2. Compensation:

a. The parties hereby agree to modify section 3 in the last two paragraphs in the contract to say:

- i. Upon an average rating of satisfactory or higher, Jensen shall be entitled to the same increase given to the other employees, or as otherwise agreed upon by Employee Jensen and Council, until Jensen has reached the top of the currently approved salary range. The increase/raise will be effective following the required March evaluation, with a start date of the first day of the pay period of Jensen's anniversary date within the current fiscal year.
- ii. If Jensen has reached the top of the current adopted salary range, Jensen will receive the longevity pay as outlined in the most currently adopted personnel policy. Also, regardless of whether the Jensen reached the top of the salary range, Jensen will still be entitled to any COLA increase given to City employees.
- iii. Jensen will accumulate sick and annual leave as provided in the current adopted personnel policy.

3. Health Insurance: Jensen shall receive the same Health Insurance benefit as the other employees.

4. Evaluation Form(s): The City shall use whichever is the most recently approved evaluation form adopted by the City Council. Should the evaluation form change and become adopted by Council, Jensen will be given 30 days notice in advance of when the form takes effect so that standards and expectations are understood.

5. Advice of Council: Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it.
6. Contract Review: The Parties agree that this contract will be reviewed at a minimum of every 5 years. Either party is free to bring back to the other as necessary, and at any time.
7. Authority and Consent: The Parties hereby approve and consent to the Amendment changes above. Each signatory for the Parties below has read the Amendment A, agrees to be bound by said document, and has the authority to bind their respective entity as listed. This waiver of raise/amendment does not constitute a waiver of any past obligations in the contract. All of the other terms and conditions in the Contract that are not modified by this Amendment A, shall remain in full force and effect.

DATED: _____

Brandi Jensen

DATED: _____

Roy Edgington
Mayor, City of Fernley

Attest:

DATED: _____

KIM SWANSON
City Clerk, City of Fernley