

## **RESOLUTION NO. 06-07-2022**

### **A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING AN EMPLOYMENT AGREEMENT FOR THE ASSISTANT CITY MANAGER POSITION**

**WHEREAS**, Santaquin City (hereinafter the “City”) is a municipality and political subdivision of the State of Utah; and

**WHEREAS**, (NAME), (hereinafter called “Name”) has the education, training and experience in local government management, community development, and various other aspects of local government; and

**WHEREAS**, the City desires to fill the Assistant City Manager position to assist the City Manager by performing a variety of professional administrative and managerial duties related to planning, directing, organizing, and controlling the administrative processes to carry out the efficient and economic operation of the city; and

**WHEREAS**, the City desires to name (NAME) as the Assistant City Manager to encourage their employment with the City; and

**WHEREAS**, (NAME) desires to be employed by the City under certain terms and conditions; and

**WHEREAS**, the parties now desire to enter into this Agreement in order to establish the terms and conditions of (NAME) employment with the City.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Santaquin City, State of Utah, to authorize the acceptance of the “Santaquin Assistant City Manager Employment Agreement,” a copy of which is attached hereto.

PASSED AND APPROVED this 7<sup>th</sup> day of June, 2022.

SANTAQUIN CITY COUNCIL

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Daniel M. Olson, Mayor

ATTEST:

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Amalie R. Ottley, City Recorder

## **SANTAQUIN ASSISTANT CITY MANAGER EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this 7<sup>th</sup> day of June, 2022, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called “City”) and (NAME), (hereinafter called “NAME”).

### **WITNESSETH:**

**WHEREAS**, Santaquin City (hereinafter the “City”) is a municipality and political subdivision of the State of Utah; and

**WHEREAS**, (NAME), (hereinafter called “Name”) has the education, training and experience in local government management, community development, and various other aspects of local government; and

**WHEREAS**, the City desires to fill the Assistant City Manager position to assist the City Manager by performing a variety of professional administrative and managerial duties related to planning, directing, organizing, and controlling the administrative processes to carry out the efficient and economic operation of the city; and

**WHEREAS**, the City desires to name (NAME) as the Assistant City Manager to encourage their employment with the City; and

**WHEREAS**, (NAME) desires to be employed by the City under certain terms and conditions; and

**WHEREAS**, the parties now desire to enter into this Agreement in order to establish the terms and conditions of (NAME) employment with the City.

**NOW, THEREFORE**, in consideration of mutual covenants, agreements and other valuable consideration, the parties agree as follows:

1. **EMPLOYMENT.** The City agrees to employ (NAME) and (NAME) agrees to be employed by the City, in the capacity of Assistant City Manager. In their capacity as Assistant City Manager, (NAME) shall report directly to the City Manager concerning those duties for which the City Manager has authority pursuant to state law and/or local ordinance.
2. **TERM.**
  - a. (NAME) shall serve at the pleasure of the City Council and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the governing body to terminate the services of (NAME) at any time, subject to the

provisions set forth elsewhere in this Agreement. This Agreement continues for an indefinite term, until termination with notice as provided herein.

- b. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of (NAME) to resign at any time from their position with the City subject to the provisions set forth elsewhere in this agreement.
3. **DUTIES.** During the term of this Agreement, (NAME), as Assistant City Manager, shall perform those duties designated in the Santaquin City Assistant City Manager Job Description (Exhibit A) and to perform other legally permissible and proper duties and functions and such additional duties as may be assigned to them from time to time by the City Manager or Mayor. (NAME) shall at all times faithfully, diligently, and conscientiously perform all of the duties that may be required of and from them pursuant to the express and implied terms of this Agreement in a professional, competent, and ethical manner.
4. **TIME AND EFFORT.** (NAME) shall devote whatever time is necessary to satisfactorily perform the duties of Assistant City Manager, but it is agreed that (NAME) shall work, on average, a minimum of forty (40) hours per week. (NAME) is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
5. **SALARY.** As Assistant City Manager (NAME) salary shall be established at a grade 35, plus cost of living increases as the same may be from time to time approved by the City Council as applied to City employees, less applicable federal and state tax withholdings and other deductions required by law or authorized by (NAME), payable in substantially equal installments bi-weekly (every other week) in accordance with the City's regular payroll schedule. In addition, the City may in its sole discretion, upon the favorable performance review of (NAME) by the City, increase the salary of (NAME) from time to time. The City agrees to conduct at least one annual evaluation of (NAME).
6. **BENEFITS.** (NAME) shall be eligible to participate in the benefit programs of the City that are available to all other regular, full-time employees.
  - a) **Health, Disability and Life Insurance Benefits.** The City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for (NAME) and their dependents on the same terms and conditions that such insurance benefits are provided to all other full-time employees of Santaquin City.

- b) **Vacation.** (NAME) shall be credited with annual vacation time in accordance with the Santaquin City Employee Policies and Procedures Handbook. (NAME) agrees to plan their vacation time around the needs of the City in consultation with the City Manager.
  - c) **Sick Leave.** (NAME) shall accrue sick leave in accordance with the Santaquin City Employee Policies and Procedures Handbook.
  - d) **Holidays.** (NAME) shall receive paid time off for state and federal holidays in the same manner as provided to all other full-time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
  - e) **Retirement.** The City agrees to ensure that all retirement contributions are made on (NAME) behalf in the same manner as provided to all other full-time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
  - f) **Other Benefits.** The City agrees to provide all other benefits outlined in the Santaquin City Employee Policies and Procedures Handbook as provided to all other full-time employees of Santaquin City.
7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse (NAME) for reasonable expenses necessarily incurred by them in connection with the work performed by (NAME) for or on behalf of the City upon presentment of an expense reimbursement request containing a detailed itemization of the expenses for which reimbursement is sought, together with receipts or other appropriate documentation relating to those expenses.
- a. City, subject to the prior approval and discretion of the City Council, agrees to provide (NAME) a five-hundred-dollars (\$500.00) monthly automobile mileage stipend to cover all costs incurred while traveling to and from official City business, excluding travel in excess of one hundred (100) miles in distance (round trip) for any single business item. This stipend is not intended to cover normal commute mileage, which is the sole responsibility of (NAME).
  - b. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for professional dues and subscriptions of (NAME) necessary for continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for (NAME) continued professional participation, growth, and advancement, and for the good of the City.

- c. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of (NAME) for professional and official travel, meetings, and occasions to adequately continue the professional development of (NAME) and to pursue necessary official functions for City.
  - d. City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of (NAME) for short courses, institutes, and seminars that are necessary for (NAME) professional development and for the good of the City.
  - e. City, subject to the approval and discretion of the City Council, agrees to reimburse (NAME) for all automobile mileage incurred while traveling to and from official City business, excluding normal commute mileage. Mileage reimbursement shall be administered in accordance with the Santaquin City Employee Policies and Procedures Handbook.
8. **TECHNOLOGY.** The City shall provide (NAME) with a computer, software, fax/modem, and cell phone required for (NAME) to perform the job and to maintain communication. Use of such equipment shall be in accordance with the Santaquin City Employee Policies and Procedures Handbook.
9. **COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** (NAME) acknowledges that, as Assistant City Manager, they will receive confidential or proprietary information of the City, including such information that may be originated by or imparted to them from time in the course of (NAME) employment. (NAME) agrees that they shall not at any time, whether during the time that they are employed by the City or at any time thereafter, disclose to any person or entity or use any confidential or proprietary information in any manner whatsoever without the prior written consent of the Mayor or City Council. Upon the request of the City while (NAME) is employed by the City, or upon the termination of (NAME) employment with the City, (NAME) will turn over to the City Manager all documents, papers or other materials in (NAME) possession, custody or control which may contain or be derived from confidential or proprietary information of the City. The term “confidential or proprietary information” shall include, without limitation, all trade secrets, financial information, customer information, litigation strategy, and all other information involving or reasonably related to the business of the City, and any tangible article which embodies such confidential or proprietary information. This covenant shall survive termination of this Agreement.

**10. REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE**

**CONFIDENTIAL OR PROPRIETARY INFORMATION.** In the event of a breach or threatened breach by (NAME) of the provisions of the covenant not to disclose confidential or proprietary information, a court of competent jurisdiction may issue a restraining order or an injunction against (NAME), restraining or enjoining them from taking, copying, using, disclosing, giving, selling, or transferring to any other person or entity any of the City's confidential or proprietary information. In addition, the City shall be entitled to any and all other remedies available to the City at law or in equity, and no action by the City in pursuing a given remedy shall constitute an election to forego other remedies.

**11. OUTSIDE ACTIVITIES.** Unless otherwise agreed in writing, the employment provided for by this Agreement shall be the Employee's sole employment.

**12. ADHERENCE TO CITY POLICIES.** (NAME) agrees to comply with the provisions of the Santaquin City Employee Policies and Procedures Handbook, to the extent that such policies and procedures are not contrary to or inconsistent with the terms of this Agreement. To the extent that any provisions in the City's personnel policies and procedures are contrary to or inconsistent with the terms of the Agreement, the terms of this Agreement shall apply.

**13. TERMINATION.** For the purpose of this Agreement, termination shall occur:

- a) When a majority of the governing body members vote to terminate (NAME) at a duly authorized public meeting.
- b) The City, citizens or legislature amends any provision of Santaquin City Code or Utah Code pertaining to the role, powers, duties, authority, responsibilities of the position of Assistant City Manager that substantially changes the form of government, and (NAME) delivers written notice within seven (7) days that such amendments constitute termination.
- c) The City reduces the base salary, compensation, or any other financial benefit of (NAME), unless it is applied in no greater percentage than the average reduction of all department heads, and (NAME) delivers written notice within seven (7) days that said reduction constitutes termination.

- d) (NAME) resigns within five days of an offer to accept resignation, whether formal or informal, by the City as representative of a majority of the governing body, then (NAME) may declare a termination as of the date of the offer.
- e) Either party fails to cure a material breach of this agreement within 30 days written notice of the breach. Written notice of a breach of contract shall be provided in accordance with the provisions of paragraph 17.

14. **SEVERANCE PAY.** Except in the case of removal for cause or (NAME) voluntary resignation, which nullify (NAME) entitlement to severance, the City shall cause (NAME), upon their removal, to be paid any unpaid balance of their salary, vacation, and sick time in accordance with the Santaquin City Employee Policy and Procedures Handbook, due through the date of their removal together with their salary at the same rate for the next six (6) calendar months following the date of their removal. Severance shall be paid in a lump sum, within thirty (30) days of termination unless otherwise agreed to by the City and by (NAME). Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance.

15. **OTHER AGREEMENTS.** (NAME) warrants that, to the best of their knowledge, the execution and delivery of this Agreement and the performance of their duties hereunder will not violate the term of any other agreement to which they are a party or by which they are bound.

16. **BONDING.** The City shall bear the full cost of any fidelity or other bonds required of (NAME) under any law or ordinance.

17. **NOTICES.** Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- a) **CITY:** Santaquin City, 275 West Main Street, Santaquin, Utah 84655
- b) **(NAME):** (NAME), (Full Address)

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

18. **MISCELLANEOUS.**

- a) **Attorney's Fees and Costs.** In the event that either party commences an action to enforce the terms of this Agreement, or to recover for its breach, the prevailing

party shall be entitled to recover from the non-prevailing party his or its attorney's fees and costs incurred therein.

- b) **Headings.** The headings used herein are inserted for convenience only, and shall not be construed as having any substantial significance or meaning whatsoever.
- c) **Assignability.** The rights and duties under this Agreement are not assignable by either party.
- d) **Binding Effect.** Subject to the provisions of sub-paragraph c, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their agents.
- e) **Entire Agreement.** This Agreement sets forth the entire agreement between and among the parties regarding the specific subject matter of this Agreement, and this Agreement supersedes and terminates all prior agreements, representations and understandings, written or oral, pertaining thereto. All obligations shall commence upon the effective date of this Agreement. Any modifications, amendments, or changes to this Agreement will be binding upon the parties only if agreed upon in writing by the parties.
- f) **Effect of Waiver.** No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or of any other term or provision hereof.
- g) **Unenforceable Provisions.** In the event that any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining parts herein shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable part(s) had not been included herein.
- h) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.



**SANTAQUIN CITY**

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**Daniel M. Olson, Mayor**

ATTEST:

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Amalie R. Ottley, City Recorder

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**(NAME),  
Assistant City Manager**

## Exhibit A – Assistant City Manager Job Description



### Job Description

<b>Title:</b>	Assistant City Manager	<b>Code:</b>	200
<b>Division:</b>	Administration	<b>Effective Date:</b>	02/10
<b>Department:</b>	Administration/Community Development	<b>Last Revised:</b>	06/22

#### GENERAL PURPOSE

Under the direction of the City Manager, and in coordination with the City Finance Director, performs a variety of **professional administrative and managerial** duties related to planning, directing, organizing, and controlling the administrative processes necessary to carry out the efficient and economic operation of the city. The Assistant City Manager assists in the management of the following city departments through its department directors: Administration (i.e., Human Resources Policy, Risk Management, and Legal Departments), Community Development (Building Department, Community Development, Economic Development, Planning and Zoning), etc. Assists in the management of city budgets for all city departments. Directs project monitoring and oversight to ensure compliance with adopted standards and ordinances.

#### SUPERVISION RECEIVED

The Assistant City Manager works under the supervision of the City Manager. Together, the City Manager and his/her Assistant work under the broad policy guidance and direction of the governing body of Santaquin City, as directed by the Mayor.

#### SUPERVISION EXERCISED

The Assistant City Manager assists the City Manager in providing broad policy guidance and direction to department directors. The Assistant City Manager acts as City Manager in his/her absence.

#### ESSENTIAL FUNCTIONS

Assists in the management of the day-to-day operations and internal affairs of the city; recommends policies, procedures and processes to further the policies of the Mayor and City Council; through the City Manager, advises and appraises governing body as needed; makes recommendations for executive, administrative, legislative actions (with prior notice to the City Manager and Mayor); when called upon, assists the City Manager to conduct internal investigations, examine books, records and official papers of any office, department, agency, board or commission of the city as needed to assure integrity of operations and prevent impropriety.

Assists the City Manager as he/she assumes responsibility for full and effective utilization of city personnel by establishing overall departmental objectives, priorities and standards. Assists the City Manager as he/she provides managerial and operational oversight to the Community Development Department according to city code; assists the City Manager in the recommendation of hiring of all non-exempt and most exempt city positions, assists the City Manager to make recommendations for department head appointments to the appropriate authority.

Assists in the preparation and administration of the city's budget; assists in the submission of budget and capital improvement programs to the Mayor, department heads and council; assists in overseeing the fiscal activity of the city to assure compliance with established budgets; assists in the development of fiscal management strategies to optimize available revenue sources; competes for and secures supplemental funding through grants; promotes economic development to increase city revenue.

Assists in the direction of city operations through department directors; monitors program success to recommend continuance or discontinuance; assists the City Manager as he/she coordinates with department heads to implement change in city policy and processes; assists the City Manager as he/she apprises Mayor and City Council members of emergencies.

Attends all meetings of the city council; may attend planning commission and the appeal authority and takes part in the discussions of these meetings as appropriate, but without the right to vote; requests legal responses and positions from City Attorney. Represents the city as directed by the City Manager or at the direction of Mayor or governing body; serves as the City's primary Public Information Officer in the absence of the City Manager; assists the City Manager in developing the state-of-the-city reports and presents them to the governing body.

Assists in the general supervision over public property under the jurisdiction of the city.

Performs related duties as required.

#### MINIMUM QUALIFICATIONS

1. Education and Experience:

- A. Graduation from an accredited college with a master's degree in public administration; business or a closely related field;
- AND
- B. Four (4) years of progressively responsible experience in municipal management;
- OR
- C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

**Working knowledge** of management theory, methods, and practices; municipal and fiscal accounting principles, practices and procedures; municipal organizations and department operations including applicable laws and regulations; generally accepted accounting principles (GAAP), the Uniform Municipal Fiscal Procedures Act; budgeting, accounting and related statistical procedures; various revenue sources available to local governments including state and federal sources; local investment options and opportunities; laws governing records retention, archiving, management and access (GRAMA).

**Skill** in interpersonal relations and cooperative problem solving.

**Ability** to analyze a variety of financial problems and make decisions; coordinate a variety of intra-governmental policy matters between governing body and department heads; plan, organize, direct and supervise the work of professional and administrative subordinates; communicate effectively verbally and in writing, resolve disputes and complaints from the public in a professional manner, maintain strict confidentiality related to sensitive administrative information; operate personal computer (WINDOWS) in utilizing various programs to produce or compose formal documents, reports and records; establish and maintain comprehensive records and files; establish and maintain effective working relationships with the Mayor, City Council, department directors, department heads, intergovernmental agencies, employees and the public.

3. Special Qualifications:

- A. Must be bondable.
- B. Must possess a valid driver's license.
- C. Must attend night meetings, including City Council Meetings.
- D. May be required to become certified in various aspects of Human Resources Management

4. Physical Demands and Work Environment:

Incumbent of the position performs in a typical office setting. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting and reaching. Continuous talking, hearing and

seeing required in the normal course of performing the job. Common eye, hand, finger dexterity required to perform essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Periodic travel required in normal course of job performance.

**NOTE:** All Santaquin City employees must successfully complete a pre-employment drug test and criminal history check following a conditional offer of employment.

Employees required to drive a motor vehicle as an essential job duty will be required to successfully complete a motor vehicle record (MVR) check following a conditional offer of employment.



**Disclaimer:** The above statements are intended to describe the general nature, level, and type of work performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, demands, and skills required of personnel so classified. The Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes any earlier versions. **SANTAQUIN CITY IS AN EQUAL OPPORTUNITY EMPLOYER AND PROVIDER.**

I \_\_\_\_\_ have reviewed the above job description. Date: \_\_\_\_\_