

## **RESOLUTION NO. 11-02-2024**

### **A RESOLUTION OF THE SANTAQUIN CITY COUNCIL APPROVING AN UPDATED EMPLOYMENT AGREEMENT WITH JOHN BRADLEY AS THE SANTAQUIN CITY COMMUNITY SERVICES DIRECTOR**

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

**WHEREAS**, The Mayor, with the advice and consent of the City Council, is authorized to appoint a City Community Services Director to perform such duties on behalf of the City as may be established by statute, ordinance, or resolution; and

**WHEREAS**, the City has Employed John Bradley (“Bradley”) for the last five-years, as a full-time employee of the City, to serve as the Community Services Director; and

**WHEREAS**, Bradley desires to continue to be employed with Santaquin City as its Community Services Director under certain terms and conditions; and

**WHEREAS**, the parties now desire to enter into this Agreement in order to establish the terms and conditions by which Bradley’s employment with the City shall be continued.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Santaquin City, State of Utah, as follows:

1. The Mayor is authorized to execute the “Santaquin City Community Services Director Employment Agreement,” a copy of which is attached hereto, and to execute all other documents necessary to effect the terms and conditions of said agreement.
2. This resolution shall be effective upon its passage.

PASSED AND APPROVED this 5<sup>th</sup> day of November, 2024.

SANTAQUIN CITY COUNCIL

\_\_\_\_\_  
Daniel M. Olson, Santaquin City Mayor

ATTEST:

\_\_\_\_\_  
Amalie R. Ottley, Santaquin

**SANTAQUIN CITY COMMUNITY SERVICES DIRECTOR  
EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this 5<sup>th</sup> day of November, 2024, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called “City”) and **John Bradley**, (hereinafter called “Bradley”).

**WITNESSETH:**

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

**WHEREAS**, The Mayor, with the advice and consent of the City Council, is authorized to appoint a City Community Services Director to perform such duties on behalf of the City as may be established by statute, ordinance, or resolution; and

**WHEREAS**, the City has Employed John Bradley (“Bradley”) for the last five-years, as a full-time employee of the City, to serve as the Community Services Director; and

**WHEREAS**, Bradley desires to continue to be employed with Santaquin City as its Community Services Director under certain terms and conditions; and

**WHEREAS**, the parties now desire to enter into this Agreement in order to establish the terms and conditions by which Bradley’s employment with the City shall be continued.

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

1. **EMPLOYMENT.** The City agrees to employ Bradley and Bradley agrees to be employed by the City, in the capacity of Community Services Director. In his capacity as Community Services Director, Bradley 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, including those responsibilities set forth in the Santaquin City Employee Policies and Procedures Handbook.
  
2. **TERM.**
  - a) Bradley 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 Bradley 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 Bradley to resign at any time from his position with the City subject to the provisions set forth elsewhere in this agreement.
3. **DUTIES.** During the term of this Agreement, Bradley, as Community Services Director for the City, shall perform those duties designated in the Santaquin City Community Services Director Job Description (Exhibit A) and to perform other legally permissible and proper duties and functions and such additional duties as may be assigned to him from time to time by the City Manager or Mayor. Bradley shall at all times faithfully, diligently, and conscientiously perform all of the duties that may be required of and from him pursuant to the express and implied terms of this Agreement in a professional, competent, and ethical manner.
4. **TIME AND EFFORT.** Bradley shall devote whatever time is necessary to satisfactorily perform the duties of Community Services Director, but it is agreed that Bradley shall work, on average, a minimum of forty (40) hours per week. Bradley is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
5. **SALARY.** During the term of this Agreement, Bradley shall be paid within a Grade 31 salary range and will continue as such, 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 Bradley, 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 Bradley by the City, increase the salary of Bradley from time to time. The City agrees to conduct at least one annual evaluation of Bradley.
6. **BENEFITS.** Bradley 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 Bradley and his dependents on the same terms and conditions that such insurance benefits are provided to all other full-time employees of Santaquin City.
- b) **Vacation.** Bradley shall be credited with annual vacation time in accordance with the Santaquin City Employee Policies and Procedures Handbook. Bradley agrees

to plan his vacation time around the needs of the City in consultation with the City Manager.

- c) **Sick Leave.** Bradley shall accrue sick leave in accordance with the Santaquin City Employee Policies and Procedures Handbook.
  - d) **Holidays.** Bradley 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 Bradley's 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 Bradley for reasonable expenses necessarily incurred by him in connection with the work performed by Bradley 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 approval and discretion of the City Council, agrees to budget for and to pay for professional dues and subscriptions of Bradley necessary for continuation and participation and leadership in national, regional, state, or local associations and organizations necessary and desirable for Bradley's continued professional participation, growth, and advancement, and for the good of the City.
  - b) City, subject to the approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Bradley for professional and official travel, meetings, and occasions to adequately continue the professional development of Bradley and to pursue necessary official functions for 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 Bradley for short courses, institutes, and seminars that are necessary for Bradley's professional development and for the good of the City.

- d) City, subject to the approval and discretion of the City Council, agrees to reimburse Bradley 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 Bradley with a computer, software, fax/modem and cell phone required for Bradley 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.** Bradley acknowledges that, as Community Services Director, he has received and will continue to receive confidential or proprietary information of the City, including such information that may be originated by or imparted to him from time in the course of Bradley's employment. Bradley agrees that he shall not at any time, whether during the time that he is 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 Bradley is employed by the City, or upon the termination of Bradley's employment with the City, Bradley will turn over to the City Manager all documents, papers or other materials in Bradley's 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, personal identification information of current and former employees of the City, 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.
10. **REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** In the event of a breach or threatened breach by Bradley 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 Bradley, restraining or enjoining him 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. Recognizing that certain outside consulting or teaching opportunities provide benefits to the City and the community, Bradley may elect to accept limited teaching, consulting or other business opportunities so long as such arrangements shall constitute neither interference, nor a conflict of interest with his responsibilities under this Agreement. Prior to any such acceptance of any outside employment activity, Bradley shall obtain the written consent of the Mayor for each such activity, which may or may not be given at the sole discretion of the City.

12. **ADHERENCE TO CITY POLICIES.** Bradley 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 this Agreement, the terms of this Agreement shall apply.

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

- a) A majority of the governing body members vote to terminate Bradley 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 Community Services Director that substantially changes the form of government, and Bradley 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 Bradley, unless it is applied in no greater percentage than the average reduction of all department heads, and Bradley delivers written notice within seven (7) days that said reduction constitutes termination.
- d) Bradley resigns within five days of an offer to accept resignation, whether formal or informal, by the City Council, then Bradley 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 16.

14. **SEVERANCE PAY.** Except in the case of removal for cause, Bradley's voluntary resignation, or termination pursuant to either sub-paragraph 13(d) or 13(e) above, any of which nullify Bradley's entitlement to severance, the City shall cause Bradley, upon his removal, to be paid any unpaid balance of his salary, vacation, and sick time in accordance with the Santaquin City Employee Policy and Procedures Handbook, due through the date of his removal together with his salary at the same rate for the next six (6) calendar months following the date of his removal. Severance shall be paid in a lump sum, within thirty (30) days of termination unless otherwise agreed to by the City and by Bradley. Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance.

15. **OTHER AGREEMENTS.** Bradley warrants that, to the best of his knowledge, the execution and delivery of this Agreement and the performance of his duties hereunder will not violate the term of any other agreement to which he is a party or by which he is bound.

16. **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, 110 South Center Street, Santaquin, Utah 84655
- b) **BRADLEY:** John Henry Bradley, 1336 North 400 East, Nephi, UT 84648

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, as evidenced by the postmark.

17. **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, Recorder

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**John Bradley,  
Community Services Director**

## Exhibit A – Job Description

