

RESOLUTION 02-03-2012

**A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
FOR THE SANTAQUIN CITY MANGER POSITION**

THIS AGREEMENT by and between **SANTAQUIN CITY**, a fifth-class city and political subdivision for the State of Utah [“the City”], and **BENJAMIN ALAN REEVES** [“Reeves”] is effective as of the 1st day of February, 2012.

WHEREAS, the City is authorized by Utah law to employ a city manager to perform such duties on behalf of the City as may be established by ordinance; and

WHEREAS, the City previously adopted an ordinance authorizing the employment of a City Manager and establishing certain duties and responsibility of the same; and

WHEREAS, the Santaquin City Council hired Reeves to be the City Manager on December 1st, 2009, and is pleased with the service his has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

WHEREAS, Reeves is likewise pleased with his employment with Santaquin City and desires to renew his employment pursuant to employment relationship in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the City and Reeves as follows:

1. **EMPLOYMENT.** The City agrees to employ Reeves and Reeves agrees to be employed by the City, in the capacity of City Manager. In his capacity as City Manager, Reeves shall report directly to the Mayor concerning those duties for which the Mayor has authority pursuant to state law and/or local ordinance. Reeves shall report directly to the City Council concerning those duties for which the City Council has authority pursuant to state law and/or local ordinance and City Council.
2. **TERM.** The term of this Agreement shall be for an initial period of three (3) years, commencing February 1st, 2012 and ending January 31st, 2015, unless it is terminated earlier as set for in Section 12. This Agreement shall automatically be renewed on its anniversary date (February 1st) for an additional two (2) year term unless notice that the Agreement shall terminate is given at least six (6) months before the expiration date thereof. In the event the Agreement is not renewed, all compensation, benefits and requirements of this Agreement shall remain in effect until the expiration of the term of

the Agreement unless Reeves voluntarily resigns or is terminated for cause as set for in Section 12.

3. **DUTIES.** During the term of this Agreement, Reeves, as City Manager for the City, shall perform those duties designated in section 1-6A-5 of the Santaquin City Code, and such additional duties as may be assigned to him from time to time by the Mayor and/or City Council. Reeves 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.** Reeves shall devote whatever time is necessary to satisfactorily perform the duties of City Manager, but it is agree that Reeves shall work, on average, a minimum of forty (40) hours per week. Reeves 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, Reeves shall be paid an annual salary of Eighty-Seven Thousand One Hundred and Twenty-Five Dollars (\$87,125.00), plus cost of living increases as the same may be from time to time approved by the City Council for other City employees, less applicable federal and state tax withholdings and other deductions required by law or authorized by Reeves, payable in substantially equal installments bi-weekly in accordance with the City's regular payroll schedule. Notwithstanding, the City may, upon the favorable performance review of Reeves by the City, increase the salary of Reeves from time to time. The City agrees to conduct at least one annual evaluation of Reeves.
6. **BENEFITS.** Reeves 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 Reeves and his dependents equal to that which is provided to all other full time employees of Santaquin City.
 - b) **Vacation.** Reeves shall be credited with fifteen (15) days of annual vacation. Employee agrees to plan his vacation around the needs of the City in consultation with the Mayor.

- c) **Sick Leave.** Reeves shall accrue sick leave equal to the highest annual accrual provided to all other employees pursuant to the City's personnel policies and procedures manual.
 - d) **Holidays.** Reeves shall receive paid time off for all state and federal holidays as provided to all other full time employees pursuant to the City's personnel policies and procedures manual.
 - e) **Retirement.** The City agrees to ensure that all contributions are made on Reeves' behalf as provided to all other full time employees pursuant to the City's personnel policies and procedures manual.
7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Reeves for reasonable expenses necessarily incurred by him in connection with the work performed by Reeves 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 Reeves necessary for continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for Reeves 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 Reeves for professional and official travel, meetings, and occasions to adequately continue the professional development of Reeves 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 Reeves for short courses, institutes, and seminars that are necessary for Reeves' professional development and for the good of the City.
 - d. City, subject to the approval and discretion of the City Council, agrees to reimburse Reeves for all automobile mileage incurred while traveling to and from official City business. Mileage reimbursement shall be administered in accordance with the Santaquin City Employee Policy and Procedure Handbook.
8. **COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** Reeves acknowledges that, as City Manager, 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 Reeves' employment. Reeves agrees what 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 Reeves is employed by the City, or upon the termination of Reeves' employment with the City, Reeves will turn over to the City all documents, papers or other materials in Reeves' 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.

9. REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE

CONFIDENTIAL OR PROPRIETARY INFORMATION. In the event of a breach or threatened breach by Reeves 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 Reeves, 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.

10. ADHERENCE TO CITY POLICIES. Reeves agrees to comply with the City's personnel policies and procedures, 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.

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

- a) A super majority of the governing body votes to terminate Reeves at a duly authorized public meeting.
- b) If the City, citizens or legislature acts to amend any provision of Santaquin City Code or Utah Code pertaining to the role, powers, duties, authority, responsibilities of the position of City Manager that substantially changes the form of government, Reeves shall have the right to declare that such amendments constitute termination.

- c) If the City reduces the base salary, compensation or any other financial benefit of Reeves, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as termination.
- d) If Reeves resigns following an offer to accept resignation, whether formal or informal, by the City as representative of a super majority of the governing body that Reeves resigns, then Reeves may declare a termination as of the date of the suggestion.
- e) Breach of contract declared by either party within a 30 day cure period for either Reeves or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of paragraph 15.

12. **SEVERANCE PAY.** Except in the case of removal for cause, as defined in section 4.5(b) of the Santaquin City Employee Policy & Procedures Handbook, or Reeves' voluntary resignation, which nullify Reeves' entitlement to severance, the City shall cause Reeves, 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 Procedure Handbook, due to 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 unless otherwise agreed to by the City and by Reeves. Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance.

13. **OTHER AGREEMENTS.** Reeves 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.

14. **BONDING.** The City shall bear the full cost of any fidelity or other bonds required of Reeves under any law or ordinance.

15. **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) **REEVES:** Benjamin Alan Reeves, 473 North 500 West, Santaquin, Utah 84655

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.

16. 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 Reeves.
- d) **Binding Effect.** Subject to the provisions of paragraph 13, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors and assigns.
- 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 of 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 parts 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



James E. DeGraffenried
James E. DeGraffenried, Mayor

2/2/12
Date

ATTEST:

Susan B. Farnsworth
Susan B. Farnsworth, City Recorder

Benjamin Alan Reeves
Benjamin Alan Reeves, City Manager

2/2/2012
Date