

RESOLUTION NO. 08-01-2019

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL APPROVING AN EMPLOYMENT AGREEMENT WITH KEITH AARON SHIRLEY TO BECOME THE SANTAQUIN CITY FINANCE DIRECTOR/CITY RECORDER

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 by statute to appoint a City Recorder to perform such duties on behalf of the City as may be established by statute or ordinance; and

WHEREAS, the City desires to hire Keith Aaron Shirley ("Shirley") as a full-time employee of the City to serve as the Finance Director; and the Mayor, with the advice and consent of the City Council, desires to appoint Shirley as the City Recorder; and

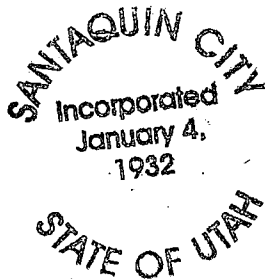
WHEREAS, Shirley desires to be employed with Santaquin City under certain terms and conditions; and

WHEREAS, the parties now desire to enter into this Agreement in order to establish the terms and conditions by which Shirley's employment with the City shall be established.

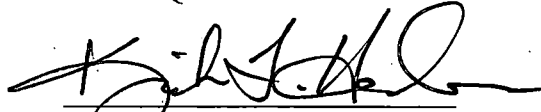
NOW, THEREFORE, BE IT RESOLVED by the City Council of Santaquin City, State of Utah, as follows:

1. The Mayor is authorized to execute the "Santaquin City Finance Director/City Recorder 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 20th day of August, 2019.



SANTAQUIN CITY COUNCIL


Kirk E. Hunsaker, Mayor

ATTEST:


Kira Petersen, Deputy City Recorder

**SANTAQUIN FINANCE DIRECTOR/CITY RECORDER
EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this 20th day of August, 2019, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called "City") and **Keith Aaron Shirley**, (hereinafter called "Shirley").

WITNESSETH:

WHEREAS, Santaquin 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 by statute to appoint a City Recorder to perform such duties on behalf of the City as may be established by statute or ordinance; and

WHEREAS, the City desires to hire Keith Aaron Shirley ("Shirley") as a full-time employee of the City to serve as the Finance Director; and the Mayor, with the advice and consent of the City Council, desires to appoint Shirley as the City Recorder; and

WHEREAS, the City now desires to employ Shirley as its Finance Director/City Recorder, based in part on his employment potential, current level of education and experience; and

WHEREAS, Shirley desires to be employed with Santaquin City as its Finance Director/City Recorder 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 Shirley's employment with the City shall be established.

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

1. **EMPLOYMENT.** The City agrees to employ Shirley and Shirley agrees to be employed by the City, in the capacity of Finance Director/City Recorder. In his capacity as Finance Director/City Recorder, Shirley shall report directly to the City Manager concerning those duties for which the City Manager has authority pursuant to state law and/or local ordinances, including those responsibilities set forth in the Santaquin City Employee Policies and Procedures Handbook.
2. **TERM.** The Initial term of this Agreement shall become effective upon its execution on behalf of both parties and shall end on August 20, 2022. Unless terminated by either party upon expiration of the Initial Term, this Agreement shall automatically renew for additional

two (2) year terms. In the event of automatic renewal, all compensation, benefits and requirements of this Agreement shall remain in effect until a new Finance Director/City Recorder is appointed and takes the oath of office, unless Shirley voluntarily resigns, is unable to perform the essential duties of Finance Director/City Recorder as described in paragraph 3 herein, or is terminated for cause as set for in Section 14.

3. **PROBATIONARY PERIOD.** Newly hired employees are subject to a probationary period in accordance with the Santaquin City Employee Policies and Procedures Handbook.
4. **DUTIES.** During the term of this Agreement, Shirley, as Finance Director/City Recorder for the City, shall perform those duties designated in the Santaquin City Finance Director/City Recorder Job Description (Exhibit A) and 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. Shirley 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.
5. **TIME AND EFFORT.** Shirley shall devote whatever time is necessary to satisfactorily perform the duties of Finance Director/City Recorder, but it is agreed that Shirley shall work, on average, a minimum of forty (40) hours per week. Shirley is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
6. **SALARY.** During the term of this Agreement, Shirley shall be paid an annual salary of Sixty-Five Thousand Five-Hundred Dollars (\$65,500), 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 Shirley, payable in substantially equal installments bi-weekly in accordance with the City's regular payroll schedule. Notwithstanding, the City may in its sole discretion, increase the salary of Shirley from time to time. The City shall conduct at least one annual evaluation of Shirley.
7. **BENEFITS.** Shirley 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 Shirley 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.** Shirley shall be credited with annual vacation in accordance with the Santaquin City Employee Policies and Procedures Handbook. Shirley agrees to plan his vacation around the needs of the City in consultation with the City Manager.
 - c) **Sick Leave.** Shirley shall accrue sick leave in accordance with the Santaquin City Employee Policies and Procedures Handbook.
 - d) **Holidays.** Shirley shall receive paid time off for state and federal holidays in the same manner as provided to all other full time exempt 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 Shirley'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 exempt employees of Santaquin City.
8. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Shirley for reasonable expenses pre-approved by the City Manager and necessarily incurred by Shirley in connection with the work performed by him 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 budget for and to pay for professional dues and subscriptions of Shirley necessary for continuation and participation and leadership in national, regional, state, or local associations and organizations necessary and desirable for Shirley'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 Shirley for professional and

official travel, meetings, and occasions to adequately continue the professional development of Shirley 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 Shirley for short courses, institutes, and seminars that are necessary for Shirley's professional development and for the good of the City.
- d. City, subject to the prior approval and discretion of the City Council, agrees to reimburse Shirley 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.

9. **TECHNOLOGY.** The City shall provide Shirley with a computer, software, fax/modem and cell phone required for Shirley 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 and all applicable laws, rules and regulations.

10. **COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** Shirley acknowledges that, as Finance Director/City Recorder, 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 his employment. Shirley 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 Shirley is employed by the City, or upon the termination of Shirley's employment with the City, Shirley will turn over to the City Manager all documents, papers or other materials in his 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.

11. **OUTSIDE ACTIVITIES.** The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, Shirley may elect to accept limited teaching, consulting or other business opportunities so long as such arrangements constitute neither interference nor a conflict of interest with his responsibilities under this Agreement. Prior to any such acceptance of any outside

employment activity, Shirley shall obtain the written consent of the City Manager for each such activity, which may or may not be given at the sole discretion of the City.

12. REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE

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

13. ADHERENCE TO CITY POLICIES. Shirley 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.

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

- a) A majority of the governing body members vote to terminate Shirley 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, or responsibilities of the position of Finance Director/City Recorder that substantially changes the City's form of government; if Shirley delivers notice of termination to the City within ten days of the action, in accordance with the provisions of paragraph 17.
- c) The City reduces the base salary, compensation or any other financial benefit of Shirley, unless it is applied in no greater percentage than the average reduction of all department heads; if Shirley delivers notice of termination to the City within ten days of the action, in accordance with the provisions of paragraph 17.
- d) Shirley 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 Shirley 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.

15. **SEVERANCE PAY.** Except in the case of removal from office, termination for cause, voluntary resignation, or termination pursuant to the provisions of the probationary period outlined in paragraph 3, any of which nullify Shirley's entitlement to severance, the City shall cause Shirley, upon his removal or termination, 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 or termination 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 Shirley. Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance.

16. **OTHER AGREEMENTS.** Shirley 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.

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) **SHIRLEY:** Keith Aaron Shirley, 750 West 450 South, Orem, Utah 84058

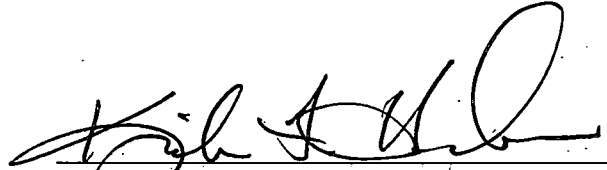
Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United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

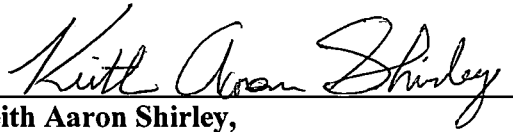


Kirk F. Hunsaker, Mayor

ATTEST:



Kira Petersen, Deputy City Recorder



Keith Aaron Shirley,
Finance Director/City Recorder

Exhibit A – Job Description



JOB DESCRIPTION

GENERAL PURPOSE

Performs a variety of **administrative, technical and complex clerical** duties in maintaining the financial and municipal records for Santaquin City including, but not limited to, planning, directing, organizing and controlling city-wide document management, processing of accounts payable, purchasing, financial monitoring, city elections and related administrative functions established by state statute or local ordinance.

SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the City Manager.

SUPERVISION EXERCISED

Provides indirect general supervision of Deputy City Recorder(s).

ESSENTIAL FUNCTIONS

Director of Finance:

The Director shall focus on responsiveness, accountability and transparency, while demonstrating superior public sector financial management skills by assisting in the preparation of the yearly budget; providing and monitoring monthly fiscal reports and informing the City Manager on budget projections and spending trends; maintains all financial records for the city and its sub-organizations for audit, historical information and legal purposes; coordinates annual audits with independent third-party auditors.

Develops and implements the strategic financial direction and policy for the city; develops and manages the annual budget process; develops periodic budget amendments; ensures compliance with statutory responsibilities and directives; remits annual budget and audit to the Utah State Auditor's Office; ensures the overall fiscal soundness of the city.

Oversees debt administration and fixed asset control for municipal services. Prepares and maintains a principal and interest schedule on all bonds issued by the city. Tracks and maintains cash bonds for developments and improvements. Reviews and makes final preparation of bid specifications for purchase of city equipment and supplies.

Serves as City Purchasing Agent. Administers purchase order system for city departments; distributes and receives invoices and processes invoices for payment; matches invoice and purchase orders to verify authorization for payment; coordinates with departments for approval of payments, prepares checks; signs checks and delivers to city treasurer for co-signature; maintains chart of accounts; updates vendor lists. Manages cash disbursements and monitors general journal; verifies proper account coding; executes corrections or adjustments as needed; reconciles discrepancies.

City Recorder:

Prepares agenda(s) for official legislative or executive meetings of the city; attends council meetings (and planning commission meetings or other public meetings, on an as needed basis), takes and transcribes minutes; records, publishes and files new ordinances and resolutions; serves as custodian of city seal; acts as notary republic, attests to signatures on official documents and contracts; assures compliance with laws and guidelines regarding public access to city records; maintains permanent record of all original documents including, but not limited to, executed resolutions and ordinances, contracts, deeds, agreements, and insurance records.

Maintains city records management system; catalogs and references documents and information for easy identification, location and duplication; assures compliance with state laws related to public access (GRAMMA); assures proper classifications are applied to city documents and records; assists public by filling or coordinating records requests; establishes and monitors retention schedules on documents and assures timely archiving or purging of record according to law, ordinance or practice.

Coordinates and manages city elections by ordering supplies, selecting judges and polling places, tabulating election results and auditing returns; adjudicates election complaints and disputes and maintains security of election proceedings.

Acts as the ex-officio city auditor to assure integrity of the city financial management system. Assures budget records are available for public inspection.

Administrative Support:

Maintains calendar; schedules and coordinates meetings; apprises manager of activity schedule showing events, activities, committee meetings, public hearings, staff meetings etc.;

Generates various reports and documents; reviews content for accuracy and completeness; makes grammatical and technical changes to content as needed; conducts special projects, performs routine research and gathers data as needed to compile or complete reports as requested.

Provides backup for payroll processing, cash receipting & receptionist as needed.

Must be able to meet attendance and punctuality requirements for this position. Must abide by all city policies and procedures. Must work well with others and be a team player.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

1. Education and Experience:

A. Graduation from an accredited college with a bachelor's degree in accounting, business management or a related field; master's degree preferred.

AND

B. Five (5) years of progressively responsible experience related to above duties; municipal experience preferred.

OR

C. An equivalent combination of education or experience.

2. Knowledge, Skills, and Abilities:

Considerable knowledge of bookkeeping, accounting (GAP), and fiscal control systems; budget preparation and management; laws governing records retention, archiving, management and access (GRAMMA); modern office practices and procedures; principles of supervision; coding, classifying, and indexing methodology related to recording city ordinances, laws, contracts, documents. **Working knowledge** of administrative procedures; city government and inter-relationship of various city functions; technical writing. **Some knowledge** of general research methods, sources, and procedures.

Ability to understand and interpret laws and ordinances governing the operation of the office of the director of finance-city recorder; produce clear and accurate reports on a variety of subjects; acquire considerable knowledge of state and local statutes pertaining to city council meetings; exercise initiative, independent judgment and to act resourcefully under varying conditions; plan, organize, and coordinate the work of other personnel; 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; work with the public and develop effective working relationships; communicate effectively, verbally and in writing; operate standard office equipment.

3. Special Qualifications:

- A. Must be bondable to a dollar limit prescribed by statute.
- B. Required to become a Notary Public.
- C. Must type 60 wpm
- D. May be required to be or become a Certified Municipal Clerk by the IIMC.

4. Physical Demands and Work Environment:

Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, and reaching. May be required to lift up to 50 lbs or more on a periodic basis. 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.

This position will require regular attendance of public meetings that typically take place during some evening hours.

NOTE: All Santaquin City employees must successfully complete a pre-employment drug test and criminal history check and any other pre-employment verification deemed necessary to the position, 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.