

RESOLUTION NO. 08-02-2019

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL APPROVING AN EMPLOYMENT AGREEMENT WITH JOHN HENRY BRADLEY TO BECOME THE SANTAQUIN CITY LEISURE SERVICES DIRECTOR

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

WHEREAS, the City desires to hire John Bradley ("Bradley") as a full-time employee of the City to serve as the Leisure Services Director; and

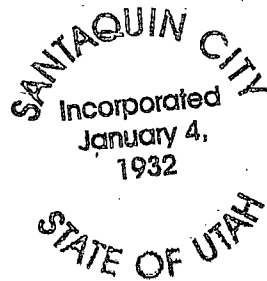
WHEREAS, Bradley desires to be employed with Santaquin City under certain terms and conditions; and

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

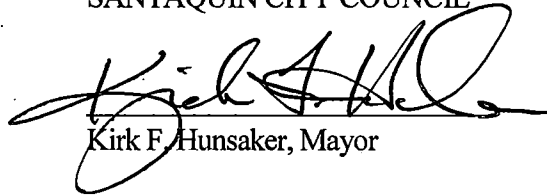
NOW, THEREFORE, BE IT RESOLVED by the City Council of Santaquin City, State of Utah, as follows:

1. The Mayor is authorized to execute the "Santaquin City Leisure 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 20th day of August, 2019.



SANTAQUIN CITY COUNCIL


Kirk F. Hunsaker, Mayor

ATTEST:


Kira Petersen, Deputy City Recorder

**SANTAQUIN LEISURE SERVICES DIRECTOR
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 **John Henry Bradley**, (hereinafter called "Bradley").

WITNESSETH:

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, the City recently advertised its intention to hire a "Leisure Services Director" to enhance the management of its community outreach endeavors (i.e. recreation and sports programs, special events, library, museum, senior center, and a potential recreation/aquatics center), with the final position and responsibilities to be determined based on the experience and educational level of its selected candidate; and

WHEREAS, the City now desires to employ Bradley as its Leisure Services Director, based in part on his employment potential, current level of education and experience; and

WHEREAS, Bradley desires to be employed with Santaquin City as its Leisure 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 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 Bradley and Bradley agrees to be employed by the City, in the capacity of Leisure Services Director. In his capacity as Leisure 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.** The term of this Agreement shall be for an initial period of three (3) years, commencing September 2, 2019 and ending September 1, 2022, unless terminated earlier as set for in Section 14 below. At the conclusion of the initial period, this Agreement shall automatically be renewed for additional two (2) year terms unless notice that the Agreement shall not be renewed 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 be determined in accordance with the provisions of Section 15 below.

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, Bradley, as Leisure Services Director for the City, shall perform those duties designated in the Santaquin City Leisure Services Director 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. 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.
5. **TIME AND EFFORT.** Bradley shall devote whatever time is necessary to satisfactorily perform the duties of Leisure 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.
6. **SALARY.** During the term of this Agreement, Bradley shall be paid within a Grade 24 salary range with a starting annual salary of Seventy-Six Thousand Six Hundred Fifty Dollars (\$76,650), 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 Bradley, 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 Bradley from time to time. The City shall conduct at least one annual evaluation of Bradley.
7. **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 in accordance with the Santaquin City Employee Policies and Procedures Handbook. Bradley agrees to plan his vacation 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 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 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 exempt full time employees of Santaquin City.

8. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Bradley for reasonable expenses pre-approved by the City Manager and necessarily incurred by Bradley 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 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 prior 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 prior 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.

9. **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. All 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.** Bradley acknowledges that, as Leisure 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, 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, 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 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 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.

13. **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 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 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 Leisure Services Director that substantially changes the City's form of government, Bradley shall have the right to declare that such amendments constitute termination, if Bradley delivers notice of termination to the City within ten days, in accordance with the provisions of paragraph 17.
- 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; if Bradley delivers notice of termination to the City within ten days, in accordance with the provisions of paragraph 17..
- d) Bradley 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 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 17.
- f) Bradley voluntarily resigns, is unable to perform the duties set forth in the Agreement, or is terminated for cause as set for in the Santaquin City Employee Policies and Procedures Handbook.

15. **SEVERANCE PAY.** Except in the case of removal for cause, Bradley's voluntary resignation, or the provisions of the probationary period outlined in paragraph 3, 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.

16. **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.

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) **BRADLEY:** John Henry Bradley, 1336 North 400 East, Nephi, Utah 84648

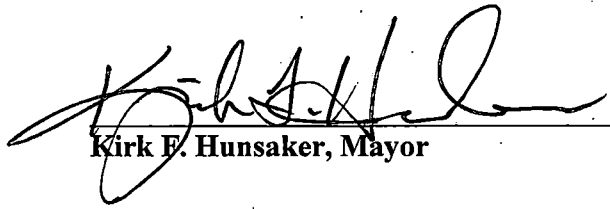
Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United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

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

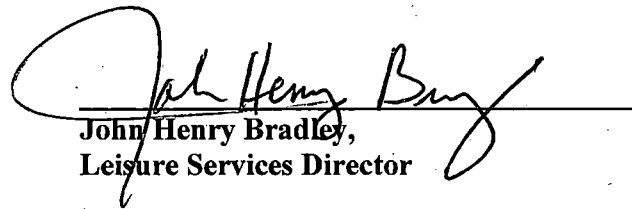


Kirk E. Hunsaker, Mayor

ATTEST:



Kira Petersen, Deputy City Recorder



John Henry Bradley,
Leisure Services Director

Exhibit A – Job Description



JOB DESCRIPTION

GENERAL PURPOSE

Performs a variety of **general administrative and supervisory** duties over recreational programming, special events, library operations, museum operations, senior's center, and the future recreation/aquatics center.

SUPERVISION RECEIVED

Works under the general supervision of the City Manager.

SUPERVISION EXERCISED

Provides general supervision to full-time, part-time, seasonal and volunteer personnel in the Recreation, Events, Library, Museum and Senior Center Departments of the City including the proposed Recreation/Aquatics Center; otherwise known as the Leisure Services Functional Area.

ESSENTIAL FUNCTIONS

Plans, establishes and organizes community outreach programs designed to meet the leisure services needs of various groups or categories of participants; monitors program activity to assure quality and serve as trouble shooter; coordinates and instructs leisure services related seminars and workshops; recruits, hires and trains personnel; monitors performance to assure quality programs and services; organizes city-wide special events.

Serves as liaison and advisor to the Recreation Board, Library Board, Museum Board and Senior Citizen Board. Implements new community outreach programs as needed to best serve community interests; prepares and delivers reports and attends meeting as needed to advise the city manager and/or mayor/city council of program activities, results, and new program implementation.

Directs and performs program and special event marketing and advertising; utilizes various media vehicles to reach all segments of the public and educate in recreation programs; performs general public relations as needed to address concerns and interests of the public; addresses various groups and clubs to solicit time and financial assistance for special programs; secures business sponsors; reviews complaints, problems and concerns expressed by the public; analyzes circumstances and issues and develops alternative solutions; initiates action to create change as needed.

Coordinates access to local facilities; has responsibility for the security of recreational facilities, buildings, and surrounding areas. Assures a safe environment both indoors and outdoors through periodic safety checks of facilities and equipment. Works directly with city public works staff to coordinate improvements and preparations of facilities for leisure service programs and departments.

Prepares budget proposals for the departments under the umbrella of the Leisure Services Functional Area and makes revenue projections; submits to the city manager for review and approval; forecasts the departmental and program needs and recommends capital project improvements to support the Leisure Services Functional Area; monitors on-going expenditures to assure compliance with fiscal goals; establishes fee schedules for program participation; aids in the preparation of bids and the purchasing of required equipment as necessary; aids in the preparation of bids for construction of new facilities.

Implements, coordinates & manages equestrian, cultural and arts programs, special events, and other leisure services as needed or directed.

Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

A. Graduation from college with a bachelor's degree in recreation management, physical education or some other related field;

AND

B. Four (4) years of experience performing above or related duties;

OR

C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

Considerable knowledge of the methods and techniques of developing and operating recreation programs; of the philosophy and objectives of community recreation programming; team sports management; community and public relations; principles and practices of general management including fiscal and human resources; budgeting processes and general accounting; rules and regulations of a variety of sports and recreational activities; of equipment, facilities, operations and techniques used in a comprehensive community recreation program; **working knowledge** of the operation of personal computers and various software applications including spread sheets, word processing, etc.

Ability to organize recreational leagues, establish team rosters and schedule games, tournaments and other play activities; establish and maintain effective working relationships with employees, various age groups, other organizations, and the public; administer a large work program; prepare and present budget estimates; direct, motivate, develop, and evaluate subordinates; communicate effectively, verbally and in writing.

3. Special Qualifications:

A. Must possess a valid driver's license.

B. Certification as a leisure professional (CLP) is preferred.

4. Physical Demands and Work Environment:

Incumbent of the position performs in a typical office setting with appropriate climate controls. Also exposed to a variety of indoor and outdoor recreation facility environments, i.e., gymnasiums, baseball/softball facilities, soccer facilities, local school facilities. 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.

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.