

RESOLUTION NO. 06-02-2012

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL, AUTHORIZING AN  
EMPLOYMENT AGREEMENT FOR THE SANTAQUIN CITY RECORDER.**

**WHEREAS**, The Mayor, with the advice and consent of the City Council, is authorized 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 Mayor appointed Susan Farnsworth as the City Recorder; and

**WHEREAS**, the Santaquin City Council is pleased with the service Susan Farnsworth has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

**WHEREAS**, Susan Farnsworth is likewise pleased with her employment with Santaquin City and desires to continue her employment relationship pursuant to the terms of the attached agreement; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Santaquin City, State of Utah, to authorize the acceptance of the "Santaquin City Recorder Employment Agreement" (See Attached).


PASSED AND APPROVED this 20<sup>th</sup> day of June 2012.

SANTAQUIN CITY COUNCIL

  
James E. DeGraffenried, Mayor



ATTEST:

  
City Recorder

## SANTAQUIN CITY RECORDER EMPLOYMENT AGREEMENT

THIS AGREEMENT by and between **SANTAQUIN CITY**, a fifth-class city and political subdivision for the State of Utah ["the City"], and **SUSAN B. FARNSWORTH** ["Farnsworth"] is effective as of the 27 day of June, 2012.

WHEREAS, the Mayor, with the advice and consent of the City Council, is authorized 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 Mayor appointed Farnsworth as the City Recorder; and

WHEREAS, the Santaquin City Council is pleased with the service Farnsworth has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

WHEREAS, Farnsworth is likewise pleased with her employment with Santaquin City and desires to continue her employment relationship pursuant to 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 Farnsworth as follows:

1. **EMPLOYMENT.** The City agrees to employ Farnsworth and Farnsworth agrees to be employed by the City, in the capacity of City Recorder. In her capacity as City Recorder, Farnsworth shall perform all duties of a City Recorder as contained in Utah Code Annotated and shall report directly to the Mayor or her designee concerning those duties for which the Mayor has authority pursuant to state law and/or local ordinance. Farnsworth shall report directly to the City Council when requested to do so 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 become effective upon its execution on behalf of both parties and shall end on Monday, February 3, 2014. In the event that Farnsworth is reappointed as City Recorder pursuant to the terms of Utah Code Ann. §10-3-916 (1953 as amended), this Agreement shall automatically renew for an additional two (2) years. In the event that Farnsworth is not reappointed, all compensation, benefits and requirements of this Agreement shall remain in effect until a new City Recorder is appointed and takes the oath of office, unless Farnsworth voluntarily resigns, is unable to perform the essential duties of City Recorder as described in paragraph 3 herein, or is terminated for cause as set for in Section 12.

3. **DUTIES.** During the term of this Agreement, Farnsworth, as City Recorder, or her designee for the City, shall perform those duties designated in section 1-6-6 of the Santaquin City Code, all essential duties as set forth in the job description for the City Recorder as established by the City as the same may be amended from time to time, and such additional duties as may be assigned to her from time to time by the Mayor and/or City Council. Farnsworth shall at all times faithfully, diligently and conscientiously perform all of the duties that may be required of and from her pursuant to the express and implied terms of this Agreement in a professional, competent and ethical manner. This Agreement does not apply to, or in any way affect the relationship between the City and Farnsworth concerning her duties,

responsibilities and/or compensation as an EMS volunteer for the Santaquin Department of Public Safety. Nothing in this Agreement shall be construed to govern such work as a volunteer or to extend any additional benefits, or terms of employment to such work.

4. **TIME AND EFFORT.** Farnsworth shall devote whatever time is necessary to satisfactorily perform the duties of City Recorder, but it is agreed that Farnsworth shall work, on average, approximately forty (40) hours per week. Farnsworth is a non-exempt employee and, therefore, qualifies for and shall receive overtime compensation or compensatory time off, consistent with the provisions of the Fair Labor Standards Act.

5. **SALARY.** During the term of this Agreement, Farnsworth shall be paid at the rate of Twenty-three and 46/100 Dollars (\$23.46) per hour 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 Farnsworth, bi-weekly in accordance with the City's regular payroll schedule. Notwithstanding, the City may, upon the favorable performance review of Farnsworth by the City, increase the salary of Farnsworth from time to time. The Mayor shall conduct at least one annual evaluation of Farnsworth.

6. **BENEFITS.** Farnsworth shall be eligible to participate in the benefit programs of the City that are available to all other regular, full-time employees.

- a) **Insurance Benefits.** The City agrees to provide and to pay the insurance premiums for life, vision, dental, hospitalization, surgical, and comprehensive medical insurance for Farnsworth and her dependents on the same basis as those benefits are provided to all other full time employees of City.
- b) **Vacation.** Farnsworth shall receive vacation benefits pursuant to the terms of the City's employee's policy and procedures.
- c) **Sick Leave.** Farnsworth 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.** Farnsworth shall receive paid time off for state and federal holidays the same 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 to Utah Retirement Systems are made on Farnsworth's behalf as provided to other full time employees.

7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Farnsworth for reasonable expenses necessarily incurred by her in connection with the work performed by Farnsworth 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. Preauthorization of expenses shall be in accordance with City policy as established from time-to-time by the City Council.

- 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 Farnsworth necessary for continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for Farnsworth'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 Farnsworth for professional and official travel, meetings, and occasions to adequately continue the professional development of Farnsworth 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 Farnsworth for short courses, institutes, and seminars that are necessary for Farnsworth'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 Farnsworth for all automobile mileage incurred while traveling to and from official City business in a personal vehicle, excluding mileage incurred in driving between Farnsworth's home and the City office. 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.** Farnsworth acknowledges that, as City Recorder, she 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 her from time in the course of Farnsworth's employment. Farnsworth agrees that she shall not at any time, whether during the time that she 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 unless revelation is necessary in the performance of her duty. Upon the request of the City while Farnsworth is employed by the City, or upon the termination of Farnsworth's employment with the City, Farnsworth will turn over to the City all documents, papers or other materials in Farnsworth'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, case files, personnel files 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 Farnsworth 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 Farnsworth, restraining or enjoining her 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.** Farnsworth 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 majority of the governing body votes to terminate Farnsworth at a duly authorized public meeting;
- b) Farnsworth resigns within two (2) working days of an action by the City, citizens or the state legislature to amend any provision of Santaquin City Code or Utah Code pertaining to the role, powers, duties, authority, responsibilities of the position of City recorder that substantially alters the position of City Recorder;
- c) Farnsworth resigns within two (2) working days of an action by the City Council that reduces the base salary, compensation or any other financial benefit of Farnsworth, unless it is applied in no greater percentage than the average reduction of all department heads;
- d) Farnsworth resigns within two (2) working days of an offer to accept resignation, whether formal or informal, by a vote of the majority of all members of the governing body; or
- e) Farnsworth is unable to perform the duties of City Recorder as described in paragraph 3 hereto.

12. **SEVERANCE PAY.** Upon termination of her employment with the City, any unpaid balance of Farnsworth's salary, vacation, comp. time, and sick time accrued through the date of her removal shall be paid in accordance with the Santaquin City Employee Policies and Procedures Handbook. In addition, except in the case of voluntary resignation, removal for cause (as defined by Santaquin City Policies and Procedures), death, disability, Farnsworth's breach of contract, or Farnsworth's inability to perform the duties described in paragraph 3 hereto, any of which shall nullify Farnsworth's entitlement to severance, the City shall cause Farnsworth, upon her removal, to be paid an amount equal to her salary for forty (40) hours for each year of her City employment beginning on July 1, 1997, up to a maximum of six (6) months. Severance shall be paid in a lump sum unless otherwise agreed to by the City and by Farnsworth. Apart from payments specified in this paragraph, there are no other payments, benefits or entitlements pertaining to severance.

13. **OTHER AGREEMENTS.** Farnsworth warrants that, to the best of her knowledge, the execution and delivery of this Agreement and the performance of her duties hereunder will not violate the terms of any other agreement to which she is a party or by which she is bound.

14. **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) **FARNSWORTH:** Susan B. Farnsworth, 145 North 300 East, 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.

15. **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 her 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 Farnsworth.
- 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 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 parts had not been included herein.

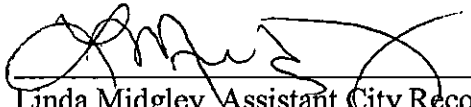
h) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

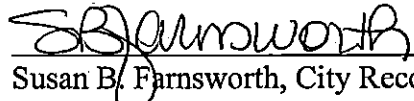
DATED this 27 day of June, 2012.

**SANTAQUIN CITY**

  
James E. DeGraffenried, Mayor

ATTEST:

  
Linda Midgley, Assistant City Recorder

  
Susan B. Farnsworth, City Recorder