

RESOLUTION NO. 01-01-2014

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

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

WHEREAS, on January 15, 2014, the Mayor appointed Shannon Hoffman ("Hoffman") as the City Treasurer; and

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


WHEREAS, Hoffman 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, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, to authorize the acceptance of the "Santaquin City Treasurer Employment Agreement", a copy of which is attached hereto as Exhibit A.

PASSED AND APPROVED this 15th day of January 2014.



SANTAQUIN CITY COUNCIL


Kirk P. Hunsaker, Mayor

ATTEST:

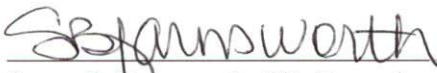

Susan B. Farnsworth, City Recorder

EXHIBIT A

SANTAQUIN CITY TREASURER EMPLOYMENT AGREEMENT

THIS AGREEMENT by and between **SANTAQUIN CITY**, a fifth-class city and political subdivision for the State of Utah ["the City"], and **SHANNON HOFFMAN** ["Hoffman"] is effective as of the 15 day of January, 2014.

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

WHEREAS, on January 15, 2014, the Mayor appointed Hoffman as the City Treasurer; and

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

WHEREAS, Hoffman 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 Hoffman as follows:

1. **EMPLOYMENT.** The City agrees to employ Hoffman and Hoffman agrees to be employed by the City, in the capacity of City Treasurer. In her capacity as City Treasurer, Hoffman shall perform all duties of a City Treasurer as contained in Utah Code Annotated, as it may be amended from time to time, and shall report directly to the Mayor or his designee concerning those duties for which the Mayor has authority pursuant to state law and/or local ordinance. Hoffman 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. Furthermore, Hoffman shall retain her responsibilities over Administrative Services, which include Utility Billing, Cash Receipting, Cemetery, Justice Court, Government Building, Human Resource and Benefit Administration, Payroll Administration, excluding those responsibilities currently held by the City Recorder, retaining the secondary title of Administrative Services Director.
2. **TERM.** The term of this Agreement shall become effective upon its execution on behalf of both parties and shall end on Monday, February 1, 2016. In the event that Hoffman is reappointed as City Treasurer 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 Hoffman is not reappointed, all compensation, benefits and requirements of this Agreement shall remain in effect until a new City Treasurer is appointed and takes the oath of office, unless Hoffman

voluntarily resigns, is unable to perform the essential duties of City Treasurer 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, Hoffman, as City Treasurer, or her designee for the City, shall perform those duties designated in section 1-6-7 of the Santaquin City Code, all essential duties as set forth in the job description for the City Treasurer 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. Hoffman 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.
4. **TIME AND EFFORT.** Hoffman shall devote whatever time is necessary to satisfactorily perform the duties of City Treasurer, but it is agreed that Hoffman shall work, on average, a minimum of forty (40) hours per week. Hoffman 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, Hoffman shall be paid an annual salary of Fifty-Eight Thousand and Thirty-Two Dollars (\$ 58,032.00), 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 Hoffman, 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 Hoffman by the City, increase the salary of Hoffman from time to time. The Mayor shall conduct at least one annual evaluation of Hoffman.
6. **BENEFITS.** Hoffman 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 Hoffman and her dependents on the same basis as those benefits are provided to all other full time employees of Santaquin City.

- b) **Vacation.** Hoffman shall receive vacation benefits pursuant to the terms of the Santaquin city employee's policy and procedures.
- c) **Sick Leave.** Hoffman 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.** Hoffman 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 Hoffman's behalf as provided to other full time employees.

7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Hoffman for reasonable expenses necessarily incurred by her in connection with the work performed by Hoffman 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 Hoffman necessary for continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for Hoffman'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 Hoffman for professional and official travel, meetings, and occasions to adequately continue the professional development of Hoffman 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 Hoffman for short courses,

institutes, and seminars that are necessary for Hoffman'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 Hoffman for all automobile mileage incurred while traveling to and from official City business in a personal vehicle, excluding mileage incurred in driving between Hoffman'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. Hoffman acknowledges that, as City Treasurer, 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 her employment. Hoffman 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 Hoffman is employed by the City, or upon the termination of Hoffman's employment with the City, Hoffman will turn over to the City all documents, papers or other materials in Hoffman'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 Hoffman 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 Hoffman, 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.** Hoffman 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 Hoffman at a duly authorized public meeting;
- b) Hoffman 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 Treasurer that substantially alters the position of City Treasurer;
- c) Hoffman 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 Hoffman, unless it is applied in no greater percentage than the average reduction of all department heads;
- d) Hoffman 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) Hoffman is unable to perform the duties of City Treasurer as described in paragraph 3 hereto.

12. **SEVERANCE PAY.** Upon termination of her employment with the City, any unpaid balance of Hoffman'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 Policy and Procedure Handbook. In addition, except in the case of voluntary resignation, removal for cause (as defined by Santaquin City Policies and Procedures), death, disability, Hoffman's breach of contract, or Hoffman's inability to perform the duties described in paragraph 3 hereto, any of which shall nullify Hoffman's entitlement to severance, the City shall cause Hoffman, 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 November 2, 1999, 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 Hoffman. Apart from payments specified in this paragraph, there are no other payments, benefits or entitlements pertaining to severance.

13. **OTHER AGREEMENTS.** Hoffman 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) **HOFFMAN:** Shannon Hoffman, 974 South Center Street, 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 Hoffman.
- 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.

SANTAQUIN CITY

ATTEST: Susan B. Farnsworth
Susan B. Farnsworth,
City Recorder

Kirk F. Hunsaker
Kirk F. Hunsaker, Mayor



Shannon Hoffman
Shannon Hoffman, City Treasurer