

## RESOLUTION NO. 12-07-2016

### A RESOLUTION OF THE SANTAQUIN CITY COUNCIL, AUTHORIZING AN EMPLOYMENT AGREEMENT FOR THE SANTAQUIN CITY CHIEF OF POLICE

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

**WHEREAS**, the City previously adopted an ordinance authorizing the employment of a Chief of Police and establishing certain duties and responsibilities of the same; and

**WHEREAS**, Hurst has been employed as a law enforcement officer in the City of Santaquin for more than (25) years and as the Chief of Police since June of 2014 and the City is pleased with the service he has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

**WHEREAS**, the City now desires to renew Hurst's employment contract for the position of Chief of Police, and to re-establish the terms and conditions of his employment in that position; and


**WHEREAS**, Hurst is likewise pleased with his employment with Santaquin City and desires to accept the renewal of his employment contact as Police Chief and fill the responsibilities of that appointment in accordance with 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 Chief of Police Employment Agreement", a copy of which is attached hereto.

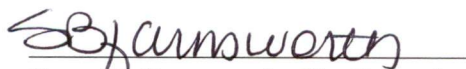
PASSED AND APPROVED this 14<sup>th</sup> day of December, 2016.



SANTAQUIN CITY COUNCIL

  
Kirk F. Hunsaker, Mayor

ATTEST:

  
Susan B. Farnsworth, City Recorder

## SANTAQUIN CITY CHIEF OF POLICE EMPLOYMENT AGREEMENT

THIS AGREEMENT by and between SANTAQUIN CITY ["the City"], a fourth-class city and political subdivision for the State of Utah, and RODNEY HURST ["HURST"] is entered into and effective as of the 15<sup>th</sup> day of December, 2016.

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

WHEREAS, the City previously adopted an ordinance authorizing the employment of a Chief of Police and establishing certain duties and responsibilities of the same; and

WHEREAS, Hurst has been employed as a law enforcement officer in the City of Santaquin for more than twenty-five (25) years and as Chief of the Santaquin Police Department since June of 2014 and the City is pleased with the service he has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

WHEREAS, the City now desires to renew Chief Hurst's employment contract and to update the terms and conditions of his employment in his current position; and

WHEREAS, Hurst is likewise pleased with his employment with Santaquin City and desires to accept his re-appointment as Police Chief and continue to fulfill the responsibilities of that appointment 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 Hurst as follows:

1. EMPLOYMENT. The City agrees to continue to employ Hurst and Hurst agrees to continue to be employed by the City, in the capacity of Chief of Police. In his capacity as Chief of Police, Hurst 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. Hurst 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.

2. TERM. The term of this Agreement shall be for an initial period commencing December 15, 2016 and ending December 14, 2019, unless it is terminated earlier as set forth in Section 12. This Agreement shall automatically be renewed 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 Hurst voluntarily resigns or is terminated for cause as set for in Section 12.

3. DUTIES. During the term of this Agreement, Hurst, as Chief of Police, or his designee for the City, shall perform those duties designated in section 1-6-8 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. Hurst 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. Hurst shall devote whatever time is necessary to satisfactorily perform the duties of Chief of Police, but it is agreed that Hurst shall work, on average, a minimum of forty (40) hours per week. Hurst is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.

5. SALARY. Beginning on the effective date of this Agreement, Hurst shall be paid an annual salary of Eight Seven Thousand Four Hundred Sixty Four and 42/100 Dollars (\$87,464.42) annually. Hurst shall also receive 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 Hurst, payable in substantially equal installments bi-weekly in accordance with the City's regular payroll schedule. The City may, upon the favorable

performance review of Hurst by the City, increase the salary of Hurst from time to time. The City agrees to conduct at least one annual evaluation of Hurst.

6. BENEFITS. Hurst 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, hospitalization, surgical, comprehensive medical insurance for Hurst and his dependents equal to that which is provided to all other full time employees of Santaquin City.

b. Vacation. Hurst shall receive vacation benefits pursuant to the terms of the Santaquin City employee's policy and procedures.

c. Sick Leave. Hurst shall accrue sick leave equal to the highest annual accrual provided to other employees pursuant to the City's personnel policies and procedures manual.

d. Holidays. Hurst 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 continue to make contributions to Hurst's retirement account with no decrease in the rate of contribution, unless said decrease is applied similarly to all other full time employees for whom the City contributes.

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

d. City shall provide Hurst with a vehicle for his use in connection with his employment and normal travel to and from employment, which use shall be administered in accordance with the Santaquin City Employee Policy and Procedure Handbook.

8. COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY

INFORMATION. Hurst acknowledges that, as Chief of Police, 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. Hurst 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 unless revelation is necessary in the performance of his duty. Upon the request of the City while Hurst is employed by the City, or upon the termination of Hurst's employment with the City, Hurst will turn over to the City 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, 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 Hurst 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 Hurst, 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. Hurst 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 Hurst at a duly authorized public meeting;
- b. Hurst 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 Chief of Police that substantially alters the position of Chief of Police;

c. Hurst 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 Hurst, unless it is applied in no greater percentage than the average reduction of all department heads;

d. Hurst 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. Hurst is unable to perform the duties of Chief of Police as described in paragraph 3 hereto.

12. SEVERANCE PAY. Except in the case of removal for cause (as defined by Santaquin City Policies and Procedures), or Hurst's breach of contract or Hurst's voluntary resignation, which nullify Hurst's entitlement to severance, the City shall cause Hurst, 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, accrued 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 unless otherwise agreed to by the City and by Hurst. Apart from payment of six (6) months of salary there are no other payments, benefits or entitlements pertaining to severance.

13. OTHER AGREEMENTS. Hurst 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. 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. HURST: Rodney Hurst, 316 West 500 South, 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 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 Hurst.

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

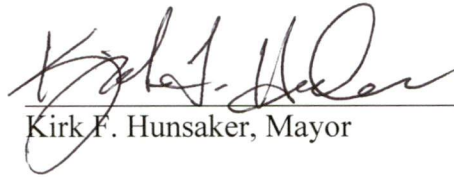


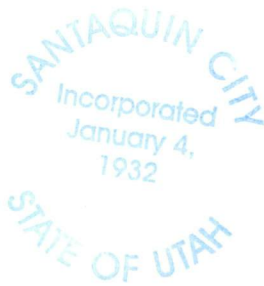
nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein.

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

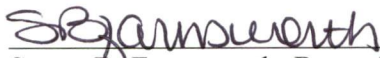
DATED this 15<sup>th</sup> day of December, 2016.


SANTAQUIN CITY

  
Kirk F. Hunsaker, Mayor



ATTEST:

  
Susan B. Farnsworth, Recorder

  
Rodney Hurst