

**NORTH SUMMIT FIRE SPECIAL SERVICE DISTRICT
FIRE CHIEF EMPLOYMENT CONTRACT**

THIS AGREEMENT is made and entered into this 8th day of July, 2020, by and between **NORTH SUMMIT FIRE SPECIAL SERVICE DISTRICT**, a political subdivision of the State of Utah ("District"), whose address is 86 East Center Street, Coalville, UT 84017, and **IAN B. NELSON** ("Nelson") whose address is 942 North Thackeray Circle, Morgan, UT 84050. District and Nelson are individually referred to in this Agreement as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Governing Body of the North Summit Fire Special Service District desires to hire a Fire Chief to act as the General Manager of the District; and,

WHEREAS, the District acknowledges that Ian B. Nelson has applied for and is qualified for the position of the Fire Chief and General Manager of the Fire District; and

WHEREAS, the District specifically desires to:

1. Establish a package of compensation for Nelson,
2. Establish certain conditions of employment, and set working conditions,
3. Secure and retain the services of Nelson and to provide inducement for him to remain in such employment,
4. Provide deterrents against malfeasance or dishonesty for personal gain on the part of Nelson, and
5. Provide a just means for terminating Nelson's service should he become unable to fully discharge his duties or when the District may desire to otherwise terminate his employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the District does hereby establish the employment terms and compensation of Nelson as follows:

Section 1: POWERS AND DUTIES

The District hereby agrees to employ Ian B. Nelson as the Fire Chief of the North Summit Fire Special Service District to exercise powers and perform the duties specified in Summit County Code, Title 2, Chapter 25, and to perform other legally permissible and proper duties as the Summit County Council (as the governing body of the District) or the Administrative Control Board may from time to time assign not inconsistent with, or in conflict with, the provisions of this Agreement, District policies and procedures, Summit County Code, or state or federal law.

Section 2: TERM

- a. The term of this Agreement shall be for an initial period of five (5) years from July 1, 2020 to June 30, 2025.
- b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Nelson at any time, subject only to the provisions established by this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Nelson to resign at any time from his position with the District upon thirty (30) days written notice to the Administrative Control Board.
- c. Nelson agrees to remain in the employ of the District during the term of this Agreement. The District acknowledges that the Position of Fire Chief is part time in nature and that Nelson is gainfully employed in a full-time capacity with another agency. The District further acknowledges that from time to time, Nelson may desire to engage in limited optional activities such as teaching seminars, consulting, or writing, in his time off. Said activity is expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the District or reduce the expected time commitment to the District. *De Minimis* use of District's equipment (such as laptop computer) for the optional activities (not the full-time employment) is hereby authorized.
- d. As a part time position, Nelson is expected to commit his best efforts to achieve the goals and administrative tasks required of a Fire Chief and General Manager in a timely fashion and shall in no case provide less than twenty hours per week to that task.

Section 3: TERMINATION AND SEVERANCE PAY

- a. In the event Nelson is terminated or asked to resign by the Administrative Control Board for any reason other than as set forth in paragraph (b) below, and Nelson is willing and able to perform his duties under this Agreement, the District agrees to pay Nelson a lump sum cash payment equal to six (6) months aggregate Base Salary (the "Severance Payment").
- b. In the event Nelson is terminated with cause, which is defined for purposes of this contract as: conviction any crime considered a class A misdemeanor or felony, theft of district funds or equipment, malfeasance in office, misfeasance in office, substantial violations of District Operational or Personnel Policies, or incompetence and inefficiencies in the performance of his duties, then the District shall have no obligation to pay the Severance Payment.
- c. In the event Nelson voluntarily resigns, rather than at the request of the District, as the Fire Chief of the North Summit Fire Special Service District, the District will be

under no obligation to pay the Severance Payment or to otherwise continue to compensate Nelson after the date of resignation.

Section 4: SALARY

- a. **Base Salary.** Nelson's Base Salary effective July 1, 2020 shall be \$34,000.00 per year. The District further agrees that Nelson shall receive any increases through Cost of Living or Merit increases, which shall be consistent with and up to the increase provided for all District employees in the annual budget. Nelson shall be paid installments at the same time as other employees of the District are paid.

Section 5: DISABILITY

If Nelson is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of six (6) successive months, the District shall have the option to terminate this Agreement without any additional compensation or severance pay.

Section 6: BENEFITS

Inasmuch as the position is a part time position, the District shall not provide, and Nelson has agreed to waive, any and all benefits other than those required by federal law. All provisions of the District's personnel policies, other than benefits, and other regulations, directives, policies, practices and procedures shall apply to Nelson unless otherwise provided herein.

Section 7: HOURS OF WORK

It is recognized that Nelson must devote a great deal of his time outside normal office hours to business of the District, and to that end Nelson will be allowed to establish an appropriate schedule balancing the need to be accessible during normal office hours with the needs of his employment both full and part time.

Section 8: PROFESSIONAL DEVELOPMENT

- a. The District will provide through the budgeting process resources, as it deems appropriate, for Nelson to attend seminars, short courses, professional association meetings, and similar functions for his continued professional development and for the good of the District. District agrees to pay for Nelson to attend conference/training the District determines Nelson should attend.
- b. District will provide through the budget process resources, as it deems appropriate, for Nelson to maintain professional association memberships and certifications that are held by Nelson and one civic club memberships (e.g.; Rotary International) where Nelson participates.

Section 9: PERFORMANCE EVALUATION

District Administrative Control Board shall review the performance of Nelson on a regular basis (at least annually), subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the District and Nelson. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Nelson within 30 days of the evaluation meeting.

Section 10: INDEMNIFICATION

Beyond that required under Federal, State or Local Law, District shall defend, save harmless and indemnify Nelson against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Nelson's duties or resulting from the exercise of judgment or discretion in connection with the performance of those duties or responsibilities, unless the act or omission involved willful or wanton conduct. Nelson may request and the District shall not unreasonably refuse to provide independent legal representation at District's expense. Legal representation, provided by District for Nelson, shall extend until a final determination of the legal action including any appeals brought by either party. The District shall indemnify Nelson against any and all losses, damages, judgments, interest, settlements, fines, and court costs.

Nelson recognizes that the District shall have the absolute right to settle any claims or lawsuits unless the settlement is of a personal nature to Nelson, in which event Nelson may exercise his veto over the settlement. Further, District agrees to pay all reasonable litigation expenses of Nelson throughout the pendency of any litigation to which Nelson is a party, witness or advisor to the District. Such expense payments shall continue beyond Nelson's service to the District as long as litigation is pending. Further, District agrees to pay Nelson's reasonable consulting fees and travel expenses when Nelson serves as a witness, advisor or consultant to District regarding pending litigation.

Section 11: RESIDENCE

During the term of this Agreement, Nelson agrees that he shall live within a twenty-minute response time to the boundaries of the North Summit Fire Special Service District.

Section 12: BONDING

District shall bear the full costs of any fidelity or other bonds required of Nelson under any law or ordinance.

Section 13: GENERAL PROVISIONS

- a. This Agreement sets forth and establishes the entire understanding between the District and Nelson relating to the employment of Nelson by the District. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Nelson.
- c. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

Section 14: NO REDUCTION OF BENEFITS

The District shall not at any time during the term of the Agreement reduce the salary, compensation, or other financial benefits of Nelson, except to the degree of such a reduction across-the-board for all employees of the District and necessary to balance the District's budget during the budget process.

Section 15: NOTICES

Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- a. DISTRICT: Administrative Control Board
86 East Center Street
Coalville, UT 8401
- b. NELSON: Ian B. Nelson
942 North Thackeray Circle,
Morgan, UT 84050

Alternatively, notices 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 of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, North Summit Fire Special Service District has caused this Agreement to be signed and executed in its behalf by its Chair, Administrative Control Board, and Paul C. Nelson has signed and executed this Agreement the day and year first above written.

FOR THE DISTRICT:

Douglas Clyde, Chair
District Governing Body



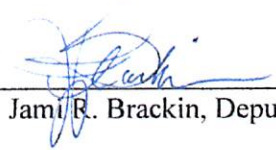
Melvin Richins, Chair
North Summit Fire Administrative
Control Board

FOR THE EMPLOYEE:



Ian B. Nelson

APPROVED AS TO FORM:
Summit County Attorney

By: 

Jami R. Brackin, Deputy