

**NORTH SUMMIT RECREATION SPECIAL SERVICE DISTRICT  
RECREATION DIRECTOR  
EMPLOYMENT CONTRACT**

THIS AGREEMENT is made and entered into this \_\_\_ day of July, 2020 by and between **NORTH SUMMIT RECREATION SPECIAL SERVICE DISTRICT**, a political subdivision of the State of Utah (hereinafter referred to as "District"), whose address is \_\_\_\_\_ and **AMANDA PACE** (hereinafter referred to as "Director"), whose address is 1424 S. West Hoytsville Road, Coalville, Utah 84017. The County and Director are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the District desires to employ the services of the Director as the Recreational Director of the District through a written employment contract; and,

WHEREAS, the District desires to:

1. Establish certain conditions of employment,
2. Set working conditions for Director,
3. Secure and retain the services of Director and to provide inducement for her to remain in such employment,
4. Make possible full work productivity by assuring peace of mind on the part of Director,
5. Provide deterrents against malfeasance or dishonesty for personal gain on the part of Director, and
6. Provide a just means for compensation and for terminating Director's service should she become unable to fully discharge her duties or when the District may desire to otherwise terminate her employment.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained,

**Section 1: DEFINITIONS**

1. BOARD: The North Summit Recreation Administrative Control Board.
2. GOVERNING BOARD: The Summit County Council

**Section 2: POWERS AND DUTIES**

The District hereby agrees to employ Director as the Recreational Director of the District to exercise those duties and requirements enumerated in the job description, attached as Exhibit A, which is incorporated by reference herein.

**Section 3: TERM**

The term of this Agreement shall be for a period of three (3) years from August 1, 2020 to July 31, 2023 (the "Term").

- a. In the event the District intends not to renew or renegotiate the Agreement with the Director at the end of the term, the Director shall be given a minimum of thirty (30) days written notice.

**Section 4: TERMINATION**

- a. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of District to terminate the services of Director at any time, upon thirty (30) days written notice to the Director.
- b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Director to resign at any time from her position with the District upon thirty (30) days written notice to the Board. In the event Director voluntarily resigns, the District will be under no obligation to continue to compensate Director after the date of resignation except for items for which the Director may be legally entitled.

**Section 5: COMPENSATION**

- a. Director's salary effective at the time of this Agreement shall be One Thousand Five Hundred Dollars (\$1,500.00) per month to be paid on a monthly basis.
- b. The District agrees to an annual increase in salary, based upon the then-current Consumer Price Index.
- c. Director shall be eligible for a year-end bonus (as authorized by the Governing Body in the annual budget) based upon the chart in Exhibit B, which is incorporated by reference herein.

**Section 6: POLICIES**

- a. All provisions of the District's regulations, directives, policies, practices and procedures shall apply to Director unless otherwise provided herein.

**Section 7: HOURS OF WORK**

It is recognized that the Director must devote a great deal of her time outside normal office hours to business of the District, and to that end and to ensure the position remains part time, the Director will be allowed to take administrative time off as she shall deem appropriate during normal office hours. In no event shall the Director's actual hours worked exceed 1,560 hours annually.

**Section 8: PERFORMANCE EVALUATION**

The Board shall annually review the performance of the Director in July of each year subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the Board and Director. 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 the Director within 30 days of the evaluation meeting.

**Section 9: INDEMNIFICATION**

As required under Federal, State or Local Law, and at the express written request of the Director, District shall defend, save harmless and indemnify Director 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 Director'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. Legal representation for the Director shall be provided by the District or their insurance carrier as may be required, but shall not be provided for allegations or determinations of willful or wanton conduct of the Director. If provided, legal representation, provided by District for Director, shall extend until a final determination of the legal action including any appeals brought by either party, and the District shall indemnify Director against any and all losses, damages, judgments, interest, settlements, fines, and court costs.

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

**Section 10: BONDING**

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

**Section 11: GENERAL PROVISIONS**

- a. This Agreement sets forth and establishes the entire understanding between the District and the Director relating to the employment of the Director by the District. Any prior discussions, representations, written or verbal agreements by or between the parties are merged into superseded 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 Director.
- 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 12: 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 the Director

**Section 13: 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  
                                      Brian Zwahlen  
                                      246 Industrial Park Road  
                                      Coalville, Utah 84017
- b. DIRECTOR:                   Amanda Pace  
                                      1424 S. West Hoytsville Road  
                                      Coalville, Utah 84017

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 Recreation Special Service District has caused this Agreement to be signed and executed in its behalf by the Chair of the Summit County Council, acting as the Governing Board of the District, and the Director has signed and executed this Agreement, the day and year first above written.

NORTH SUMMIT RECREATION SPECIAL  
SERVICE DISTRICT

By: SUMMIT COUNTY COUNCIL, Acting as the  
Governing Board

\_\_\_\_\_  
DOUG CLYDE  
Chair

ATTEST:

\_\_\_\_\_  
KENT JONES  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Helen E. Strachan  
Deputy County Attorney

DIRECTOR

\_\_\_\_\_  
Amanda Pace

## Exhibit A

Director shall perform all duties as the “Recreational Director” of the District including but not limited to the following list of duties:

- Plan, promote, and administer recreation programs based on the needs of the North Summit community.
  - Current youth recreation programs includes baseball & softball, basketball, flag football, contact football, soccer, and volleyball.
  - Additional youth programs may also include things like dance, camps, special youth or adult tournaments, and other activities as fits current needs.
  - Other community services may include administering programs such as hunters safety, concealed carry, ATV safety, and archery classes to name a few.
- Recruit, train, and supervise necessary personnel, including coaches, and event supervisors.
- Work with the Board to administrate the finances and develop and work within a budget.
- Secure and schedule athletic fields and facilities. Transport and sets up equipment for games and practices as needed; monitor and purchase necessary sporting equipment as budget permits.
- Oversee and create teams from paid and financially assisted registrations.
- Organize and conduct parent orientation meetings, and training and meetings for coaches.
- Oversee, develop and distribute team practice and game schedules; train and schedule sports officials; develop and distribute sports rules, guidelines and handbooks.
- Oversee updating of the website, registration system, and social media accounts.
- Purchase and distribute team uniforms and awards.
- Work with the Board to develop a mission, goals, and key performance indicators for the North Summit Recreation programs.
- Communicate with and under the supervision of the Board.

Exhibit B

In order for Director to be eligible for an annual bonus, Director must meet the below targets of “Qualified Registrations” between January 1 and December 31 of each year. For 2020, Director shall be eligible for a \$420 annual bonus if there are a minimum of 334 “Qualified Registrations” between August 1 and December 31, 2020. A “Qualified Registration” is defined as one registration for any of the District’s recreational, athletic, or other programs that is not cancelled prior to commencement of the program.

<u>Number of Qualified Registrations</u>	<u>Bonus (annual)</u>
800 or less	\$0
801-1000	\$1000
1001-1200	\$2000
1201-1400	\$3000
1401-1600	\$4000
1601-1800	\$5000
1801-2000	\$6000
More than 2000	\$8000