

**RECREATION DISTRICT DIRECTOR
EMPLOYMENT CONTRACT**

THIS AGREEMENT is made and entered into this ____ day of December, 2020 by and between **SNYDERVILLE BASIN SPECIAL RECREATION SERVICE DISTRICT**, a political subdivision of the State of Utah (hereinafter referred to as “District”), whose address is 5715 Trailside Drive, Park City, Utah 84098, and **DANA JONES** (hereinafter referred to as “Director”), whose current address is 5671 Clouds Rest, Mariposa, CA 95338.

RECITALS

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

WHEREAS, the District desires to:

1. Provide certain benefits to Director,
2. Establish certain conditions of employment,
3. Set working conditions for Director,
4. Secure and retain the services of Director and to provide inducement for her to remain in such employment,
5. Make possible full work productivity by assuring peace of mind on the part of Director,
6. Provide deterrents against malfeasance or dishonesty for personal gain on the part of Director, and
7. 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: POWERS AND DUTIES

The District hereby agrees to employ Dana Jones as the Director of the Snyderville Basin Special Recreation Service District to exercise powers and perform the duties specified in Summit County Code, Title 2, Chapter 21, as well as those duties and requirements enumerated in the attached job description which is incorporated by reference herein, 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, Summit County Code, or state or federal law.

Section 2: TERM

- a. The term of this Agreement shall be for a period of two (2) years from December 14, 2020 to December 31, 2022 (the “Term”). The Agreement may be extended upon expiration of the Term for an additional one (1) year (December 31, 2023) upon approval at a public meeting of the Governing Body.
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of District to terminate the services of Director 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 Director to resign at any time from her position with the District upon thirty (30) days written notice to the Administrative Control Board.
- c. The Director agrees to remain in the exclusive employ of the District during the term of this Agreement. The term “employed” however, shall not be construed to include occasional teaching, writing, speaking, consulting performed on the Director’s time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the District. *De Minimis* use of District’s equipment (such as laptop computer) for such purposes is hereby authorized.

Section 3: TERMINATION AND SEVERANCE PAY

- a. Termination without Cause. In the event the Director is terminated or asked to resign by the Administrative Control Board for any reason other than as set forth in paragraph (b) below, and the Director is willing and able to perform her duties under this Agreement, then in that event the District agrees to pay Director a lump sum cash payment equal to six (6) months aggregate salary. The Director shall also be compensated for all paid time off, deferred compensation and all other accrued benefits to date.
- b. Termination for Cause. In the event Director is terminated with cause, which is defined for purposes of this contract as: (i) an intentional act or acts of dishonesty in the performance of your duties as an employee of the District that is injurious to the mission, financial condition, results of operations or reputation of the District, taken as a whole; (ii) any material breach of this Agreement; (iii) a material breach of your fiduciary duties to the District; (iv) your conviction, or pleading of nolo contendere of any felony or any misdemeanor involving moral turpitude; (v) your imprisonment for any reason; (vi) any act of fraud or willful misconduct in the performance of your duties hereunder; (vii) your repeated failure to obey the District’s policies or the instructions of the Administrative Control Board; or (viii) your repeated failure to perform your obligations and

duties, then the District shall have no obligation to pay the severance indicated, except for items Director may be legally entitled to.

- c. Resignation. In the event Director voluntarily resigns as the Executive Director of the Snyderville Basin Special Recreation Service District, the District will be under no obligation to continue to compensate Director after the date of resignation except for items Director may be legally entitled to.
- d. Duty to Mitigate on Termination; Deduction and Offset. Should District exercise its right to terminate the Director's employment prior to the expiration of the Term under paragraph (a) above, during the six (6) month's severance period set forth therein (the "Mitigation Period"), the Director shall (i) use reasonable efforts to seek other comparable employment, (ii) advise District on a regular basis of your work status, and (iii) provide documentary evidence of Director's efforts to find other comparable employment during the Mitigation Period. During the Mitigation Period, if Director becomes self-employed or accepts employment with any other person or entity, Director shall provide District with written information regarding Director's rate of pay and other earnings and benefits, and shall furnish to District such related documentation as it requests, including without limitation, copies of W-2 statements and relevant portions of Director's personal income tax filings and any tax filings on behalf of Director. Director hereby authorizes District to deduct from the payments to be made by District pursuant hereto the value of any earnings and benefits from third-party employment, or an amount equal to Director's taxable income from self-employment activities, by periodic adjustments in District's payments to Director or Director shall repay District any sums due it. In the event that Director accepts full time employment with a third party during the Mitigation Period and the fixed compensation Director receives from such third party employer is less than the fixed compensation District is obligated to pay Director hereunder, then District shall remain obligated to pay Director only the amount of the difference for the remainder of the Mitigation Period.

Section 4: COMPENSATION

- a. Director's salary effective at the time of this Agreement shall be \$140,000 per year.
- b. Director shall be paid installments at the same time as other employees of the District are paid.
- c. Director shall be eligible for a year-end bonus and other cost of living or merit increases as may be applicable to other employees of the District as recommended by the Administrative Control Board and authorized by the Governing Body in the annual budget.

- d. Director shall receive a one-time relocation expense payment of \$2,500.00 upon execution of this Agreement

Section 5: DISABILITY

In the event the Director is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of six (6) successive months and has not or cannot obtain a medical release to return to work, the contract will be deemed terminated and no additional compensation or severance shall be paid as indicated in Section 3(b) of this Agreement.

Section 6: BENEFITS

- a. All provisions of the District’s personnel policies, and other regulations, directives, policies, practices, and procedures shall apply to Director unless otherwise provided herein. This shall include the following benefits:
 - (1) Health Insurance
 - (2) Dental
 - (3) Life Insurance
 - (4) Retirement Director shall take retirement through Utah Retirement Systems (“URS”).
 - (5) Family and Medical Leave
 - (6) Long Term Disability
 - (7) Military Reserve Leave

In the event Director elects to waive Health Insurance, Director will be eligible for a stipend of \$350 per month pursuant to Section 9 of the Policies

- b. Director shall accrue paid time off at the rate of 192 hours (24 days) per year. One half of paid time off may be carried over year to year up to a maximum of 100 total hours.
- c. For the purposes of accessibility, the District shall provide Director with an active mobile phone device and active service for such device during her time of employment with District. Any device provided pursuant to this paragraph shall be the property of the District and shall be returned to the possession of the District immediately upon termination of this contract.

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 Director will be allowed to take administrative time off as she shall deem appropriate during normal office hours.

Section 8: PROFESSIONAL DEVELOPMENT

- a. The District will provide through the budgeting process resources, as it deems appropriate, for Director to attend seminars, short courses, professional association meetings, and similar functions for her continued professional development and for the good of the District. District agrees to pay for the Director to attend conference/training the District determines the Director should attend.
- b. District will provide through the budget process resources, as it deems appropriate, for the Director to maintain professional association memberships (i.e.; National Recreation and Parks Association, Utah Recreation and Parks Association, National Intermural Association) that are held by Director and any civic club memberships (i.e.; Rotary Club International) where the Director participates.

Section 9: PERFORMANCE EVALUATION

District shall annually review the performance of the Director in December of each year subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the District 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 10: 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 11: RESIDENCE

The District shall not require Director to live within the boundaries of the District or within Summit County, Utah, but does require that the Director be able to respond to the primary office within 40 minutes if needed.

Section 12: BONDING

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

Section 13: 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 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 the Director, except to the degree of such a reduction across-the-board for all employees of the District.

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
5715 Trailside Drive
Park City, Utah 84098

- b. DIRECTOR: Dana Jones
5671 Clouds Rest
Mariposa, CA 95338

(or as amended by Director)

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, Snyderville Basin Special Recreation Service District, has caused this Agreement to be signed and executed in its behalf by its Chairman, Administrative Control Board, and the Director has signed and executed this Agreement the day and year first above written.

SNYDERVILLE BASIN SPECIAL
RECREATION SERVICE DISTRICT



Ben Castro, Chair
Administrative Control Board

CONSENT:

Douglas Clyde, Chair
Summit County Council as Governing
Body of the District

DIRECTOR



Dana Jones

APPROVED AS TO FORM:
SUMMIT COUNTY ATTORNEY



By: Deputy