1. Welcome/Attendance 5:00 PM

Roger Armstrong  Margaret Olson
Malena Stevens    Dave Thomas
Chris Robinson    Shayne Scott
Tonja Hanson      Eve Furse
Canice Harte      Brian Craven

a. Pledge of Allegiance

2. Regular Session 5:03 PM

a. Discussion and possible approval of the County Manager Employment Contract; Dave Thomas and David Warnock

Council Chair Armstrong provided background information regarding the search process for a new County Manager.

Dave Thomas, Civil Chief Deputy Attorney, provided an overview of the Employment Contract for the new County Manager, Shayne C. Scott.

Incoming County Manager, Shayne Scott, addressed Council Members.

Chris Robinson made a motion to appoint Shayne Clay Scott as the new manager of Summit County, to approve the Employment Contract presented and to authorize the Chair to execute such Employment Contract. Tonja Hanson seconded, and all voted in favor, (5-0).

Attachment: Manager Contract

Attachment: Executed Manager Contract

3. Public Input 5:31 PM
Public comment is for any matter not on the Agenda and not the subject of a pending land use application. If you would like to submit comments to Council, please email publiccomments@summitcounty.org by 12:00 p.m. on Thursday, January 5th. If you wish to interact with Council at 5:15 p.m., for public input, please follow the “Public Comment Instructions”.

Council Chair Armstrong opened the meeting for public input at 5:31 PM. No public input was heard. Council Chair Armstrong closed the meeting for public input at 5:31 PM.

Attachment: Public Comment Instructions

5. Adjourn 5:31 PM

Malena Stevens made a motion to adjourn. Tonja Hanson seconded, and all voted in favor, (5-0).

Roger Armstrong, Chair

Eve Furse, Clerk
SUMMIT COUNTY MANAGER
EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into this 5th day of January, 2023 (the "Effective Date"), by and between SUMMIT COUNTY, a political subdivision of the State of Utah (hereinafter referred to as "County"), whose address is 60 N. Main, P.O. Box 128, Coalville, Utah 84017, and SHAYNE C. SCOTT (hereinafter referred to as "Manager"), whose address is 337 West 350 South, Kaysville, Utah 84037. The County and Manager may be referred to individually herein as a "Party" and together as the "Parties."

RECORDS

WHEREAS, on August 1, 2022, Thomas C. Fisher resigned as the Summit County Manager, leaving the position vacant; and,

WHEREAS, Summit County conducted an executive search to fill said vacancy in accordance with Summit County Code §1-14-10(D); and,

WHEREAS, Summit County Code, Title 1, Chapter 14 governs the Manager – Council form of county government in Summit County, Utah; and,

WHEREAS, Summit County desires to employ the services of a County Manager as the Chief Executive Officer of Summit County, Utah; and,

WHEREAS, the County desires to:

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

NOW, THEREFORE, in consideration of the good and valuable considerations and mutual covenants, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1
Section 1: APPOINTMENT, POWERS AND DUTIES

a. The County hereby appoints Shayne C. Scott as the County Manager of Summit County, Utah.

b. The Manager shall exercise the powers and perform the duties specified in Summit County Code, Title 1, Chapter 14, and shall perform other legally permissible and proper duties as the County Council 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.

c. It is the express intention of the Parties that the employment relationship created by this Agreement shall be “at will,” subject to the express terms of this Agreement. It is further the intention of the Parties that the Manager serves as an exempt employee under the County Personnel Management Act (Utah Code Title 17, Chapter 33) and as an exempt employee under the federal Fair Labor Standards Act (28 U.S.C. §213).

d. It is recognized and acknowledged that the Manager must devote a great deal of his time outside normal office hours and at locations other than at the Summit County Courthouse to conduct the business of the County.

Section 2: TERM

a. The term of this Agreement shall be for a period of three (3) years from February 7, 2023 (“Commencement Date”) to February 6, 2026 (together, the “Term”). Without limiting any of the County’s rights otherwise provided under this Agreement, ninety (90) days prior to the end of the Term, the County shall either (i) commence good faith negotiations with the Manager to extend the Agreement, or (ii) notify the Manager in writing that the County does not intend to extend the Agreement.

b. The Manager agrees to remain in the exclusive employ of the County during the Term of this Agreement. The term “employed” however, shall not be construed to include occasional teaching, writing, speaking, and consulting performed on the Manager’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 County. De Minimis use of County’s equipment (such as laptop computer) for such purposes is hereby authorized.
Section 3: TERMINATION AND SEVERANCE PAY

a. Except as set forth in Section 3(b) below, in the event the Manager is terminated or asked to resign by the County Council for any reason before the end of the Term, and the Manager is willing and able to perform his duties under this Agreement, then in that event the County agrees to pay Manager the following (together, referred to as “Severance”):

(1) a lump sum cash payment equal to six (6) months aggregate salary;

(2) the employee share of COBRA, to the extent that Manager elects to take COBRA, to maintain health care coverage consistent with that which was received at the time of termination for a maximum of six (6) months; and

(3) all paid time off, deterred compensation and all other accrued benefits to date.

b. In the event Manager is terminated for cause, which is defined for purposes of this Agreement as: (i) an intentional act or acts of dishonesty in the performance of his duties as an employee of the County that is injurious to the mission, financial condition, operations or reputation of the County, taken as a whole; (ii) any material breach of this Agreement; (iii) a material breach of his fiduciary duties to the County, including complying with and enforcing County policies; (iv) his conviction, or pleading of nolo contendere to any felony, or any misdemeanor involving moral turpitude; (v) his imprisonment for any reason; (vi) any act of fraud or willful misconduct in the performance of his duties hereunder; (vii) his repeated failure to obey County’s policies or the instructions of the County Council; (viii) a disability which results in the Manager’s inability to perform the functions of his office with reasonable accommodations due to sickness, accident, mental incapacity, or health for a period of three (3) successive months unless Manager has additional accrued vacation or sick leave to extend to this time period; or (ix) his repeated failure to perform his obligations and duties, then the County shall have no obligation to pay the Severance indicated in Section 3(a) above, except for items for which Manager may be legally entitled.

c. Resignation. Voluntary termination of this Agreement by Manager shall require a minimum of sixty (60) days advanced notice in writing to the County Council. If Manager voluntarily resigns, the County will be under no obligation to continue to compensate Manager, including any Severance in Section 3(a), after the date of resignation except for items for which Manager may be legally entitled.
Section 4: SALARY

a. Manager’s salary effective on the Commencement Date shall be Two Hundred and Five Thousand Dollars ($205,000.00) per year.

b. Manager shall be paid installments at the same time as other employees of the County are paid.

c. Manager shall be eligible for a cost of living adjustment ("COLA") or merit increase, as may be applicable to other employees of the County, as such may be determined and authorized from time to time by the County Council in its sole and absolute discretion.

Section 5: DISABILITY

If the Manager is permanently disabled or is otherwise unable to perform his duties with reasonable accommodations because of sickness, accident, injury, mental incapacity, or health for a period of three (3) successive months beyond any accrued sick leave or vacation, the County shall have the option to terminate this Agreement upon thirty (30) days advanced written notice. This Section 5 shall supersede Section 3(a) above with respect to termination and Severance.

Section 6: BENEFITS

a. All provisions of the County’s personnel policies, and other regulations, directives, policies, practices and procedures shall apply to Manager unless otherwise provided herein. This shall include the following benefits:

(1) Health (in accordance with the Summit County Personnel Policies)
(2) Dental
(3) Life Insurance
(4) Retirement (Manager shall take retirement through Utah Retirement Systems ("URS") Tier I Plan.)
(5) Family and Medical Leave
(6) Short and Long Term Disability
(7) Sick Leave per County personnel policies

b. Manager shall accrue paid time off at the rate of 16 hours per month (24 days per year) ("Vacation Leave"). Vacation Leave may be carried over year to year up to a maximum of 240 total hours (the "Accrued Maximum"). To the extent that on December 31st of each calendar year Manager has accrued Vacation Leave which exceeds the Accrued Maximum, then Manager shall be entitled to receive as regular income, at a per hour salary rate consistent with Section 4, up to 80 hours of compensated leave over the Accrued Maximum, which will be paid out in the last payroll of the budget year. Manager shall have accrued 96 hours of Vacation
Leave on the Commencement Date. Manager shall begin accruing additional Vacation Leave in excess of the 96 hours after six (6) months of service.

c. The Manager’s duties require exclusive and unrestricted use of an automobile. The County shall provide a vehicle, maintenance and fuel for use by the Manager. Such benefit to be documented through IRS form 1099.

d. For the purposes of accessibility, Manager shall receive $100 per month for maintaining an active mobile phone device and active service for such device during his time of employment with County.

e. If the County, in its sole and absolute discretion, purchases a residence for use by the Manager (the “County Residence”), such residence must be under contract no later than May 6, 2023 (90 days after Commencement Date), and Manager must reside therein no later than August 1, 2023. The terms of the Manager’s use of the County Residence shall be documented in a license agreement. If the Parties are unable to agree on a license agreement, than the Manager shall receive the monthly housing allowance as set forth below. If the County, in its sole and absolute discretion, does not purchase a County Residence, the Manager shall be entitled to a monthly housing allowance of $2,000.00, commencing on the earlier of August 1, 2023 or when the Manager actually moves into a residence within Summit County. Such benefit to be documented through IRS form 1099.

f. The County shall reimburse Manager for the usual and customary expenses reasonably incurred for relocation to Summit County up to a maximum of $10,000.00.

Section 7: ASSIGNMENT

This is a personal services employment contract. As such the rights and obligations of Manager are not transferable or assignable in whole or in part.

Section 8: PROFESSIONAL DEVELOPMENT

a. The County will provide through the budgeting process resources, as it deems appropriate, for Manager to attend seminars, short courses, professional association meetings, and similar functions for his continued professional development and for the good of the County. County agrees to pay for the Manager to attend the annual national ICMA Conference and Utah Association of Counties Conferences, and any other conference/training the County determines the Manager should attend.
b. County will provide through the budget process resources, as it deems appropriate, for the Manager to maintain professional association memberships, such as ICMA and UCMA, that are held by Manager and any civic club memberships where the Manager participates.

Section 9: PERFORMANCE EVALUATION

The County Council shall conduct a performance evaluation of the Manager at the end of the Manager’s first six (6) months of service and again in February 2024. Thereafter, the County Council shall annually review the performance of the Manager. Such reviews shall be subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the County Council and Manager. 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 Manager within 30 days of the evaluation meeting.

Section 10: INDEMNIFICATION

Beyond that required under Federal, State or Local Law, County shall defend, save harmless and indemnify Manager 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 Manager’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 misconduct, gross negligence or wanton conduct. The Manager may request and the County shall not unreasonably refuse to provide independent legal representation at County’s expense. Legal representation, provided by County for Manager, shall extend until a final determination of the legal action including any appeals brought by either party. The County shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines, and court costs arising out of any claim for which County is obligated to indemnify Manager hereunder.

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

Section 11: RESIDENCE
Beginning on August 1, 2023, and thereafter during the Term of this Agreement, Manager agrees that he shall live within the boundaries of Summit County, Utah, unless otherwise approved by the County Council.

Section 12: BONDING

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

Section 13: GENERAL PROVISIONS

a. This Agreement sets forth and establishes the entire understanding between the County and the Manager relating to the employment of the Manager by the County. Any prior agreements, discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. The parties by mutual written agreement may amend any provision of the 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 Manager.

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.

d. This Agreement shall be interpreted under the laws of the State of Utah.

Section 14: NO REDUCTION OF BENEFITS

The County shall not at any time during the Term of the Agreement reduce the salary, compensation, or other financial benefits of the Manager, except to the degree of such a reduction across-the-board for all employees of the County.

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. COUNTY: Summit County Council
   Summit County Courthouse
   P.O. Box 128
   60 North Main Street
b. MANAGER: Shayne C. Scott  
337 West 350 South  
Kaysville, Utah 84037

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.

Section 16: COUNTERPARTS

This Agreement may be executed by original, facsimile, or electronic or digital signatures (e.g., in PDF format or other electronic means (e.g., DocuSign)) and in counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument. Any signature transmitted by facsimile or electronically or digitally (e.g., in PDF format or other electronic means such as DocuSign) shall be deemed an original signature and may be used in lieu of the original for all purposes.

-Signature Page to Follow-
IN WITNESS WHEREOF, Summit County, Utah, has caused this Agreement to be signed and executed in its behalf by its Chairman, Summit County Council, and duly attested by its County Clerk, and the Manager has signed and executed this Agreement as of the Effective Date.

SUMMIT COUNTY

[Signature]
ROGER ARMSTRONG
Chair

1/5/2023

ATTEST:

[Signature]
EVELYN FORSE
County Clerk

APPROVED AS TO FORM:

[Signature]
DAVID L. THOMAS
Chief Civil Deputy

MANAGER

[Signature]
SHAYNE C. SCOTT