

**NORTH SUMMIT RECREATION SPECIAL SERVICE DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

THIS AGREEMENT is made and entered into this ___ day of December, 2019 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 **DUNCAN OLSEN** (hereinafter referred to as "Manager"), whose address is 775 North Main Street, Henefer, Utah 84033. The County and Manager 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 Manager as the Chief Executive Officer 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 Manager,
3. Secure and retain the services of Manager and to provide inducement for him to remain in such employment,
4. Make possible full work productivity by assuring peace of mind on the part of Manager,
5. Provide deterrents against malfeasance or dishonesty for personal gain on the part of Manager, and
6. Provide a just means for compensation and for terminating Manager'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,

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 Duncan Olsen as the General Manager of the District to exercise powers and perform the duties specified in Summit County Code, **Title 2, Chapter 11**, as well as those duties and requirements enumerated in the job description, attached as

Exhibit A, which is incorporated by reference herein, and to perform other legally permissible and proper duties as the Governing 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 3: TERM

The term of this Agreement shall be for a period of three (3) years from December 1, 2019 to November 30, 2022 (the "Term").

- a. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of District to terminate the services of Manager 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 Manager to resign at any time from his position with the District upon thirty (30) days written notice to the Board.
- b. In the event the District intends not to renew or renegotiate the Agreement with the Manager at the end of the term, the Manager shall be given a minimum of thirty (30) days written notice.

Section 4: TERMINATION AND SEVERANCE PAY

- a. Termination without Cause. In the event the Manager is terminated, or asked to resign by the Board for any reason other than as set forth in paragraph (b) below, and the Manager is willing and able to perform his duties under this Agreement, then in that event the District agrees to pay Manager a lump sum cash payment equal to two (2) months aggregate salary.
- b. Termination for Cause. In the event Manager 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 Board; (viii) a disability as set forth in Section 6; or (ix) your repeated failure to perform your obligations and duties, then the District shall have no obligation to pay the severance indicated, except for items for which the Manager may be legally entitled.

- c. Resignation. In the event Manager voluntarily resigns as the Manager of the District, the District will be under no obligation to continue to compensate Manager after the date of resignation except for items for which the Manager may be legally entitled.

Section 5: COMPENSATION

- a. Manager'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. Manager may be eligible for a performance / merit bonus annually based upon the performance evaluation set forth in Section 8 and as recommended by the Board and authorized by the Governing Board in the annual budget.

Section 6: DISABILITY

In the event the Manager 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 and has not or cannot obtain a medical release to return to work, this Agreement will be deemed terminated and no additional compensation or severance shall be paid as indicated in Section 3(b) of this Agreement.

Section 7: POLICIES

- a. All provisions of the District's personnel policies (once adopted), and other regulations, directives, policies, practices and procedures shall apply to Manager unless otherwise provided herein.

Section 8: PERFORMANCE EVALUATION

The Board shall annually review the performance of the Manager in November of each year subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the Board 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 9: INDEMNIFICATION

As required under Federal, State or Local Law, and at the express written request of the Manager, District 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 or wanton conduct. Legal representation for the Manager 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 Manager. If provided, legal representation, provided by District for Manager, shall extend until a final determination of the legal action including any appeals brought by either party, and the District shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines, and court costs.

Manager recognizes that the District 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, District 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 District. Such expense payments shall continue beyond Manager's service to the District as long as litigation is pending. Further, District agrees to pay Manager's reasonable consulting fees and travel expenses when Manager serves as a witness, advisor or consultant to District regarding pending litigation.

Section 10: RESIDENCE

During the term of this Agreement, Manager agrees that he shall live within the boundaries of Summit County, Utah, unless otherwise approved by the Board.

Section 11: BONDING

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

Section 12: GENERAL PROVISIONS

- a. This Agreement sets forth and establishes the entire understanding between the District and the Manager relating to the employment of the Manager 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 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.

Section 13: 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 Manager.

Section 14: 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

- b. MANAGER: Duncan Olsen
 775 North Main Street
 Henefer, Utah 84033

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 Manager 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

ROGER ARMSTRONG
Chair

ATTEST:

KENT JONES
County Clerk

APPROVED AS TO FORM:

Helen E. Strachan
Deputy County Attorney

GENERAL MANAGER

Duncan Olsen

Exhibit A
JOB DESCRIPTION FOR THE
NORTH SUMMIT RECREATION SPECIAL SERVICE DISTRICT
GENERAL MANAGER

Major Duties include, but are not limited to:

- Plan, promote, and administer recreation programs based on the needs of the North Summit community.
- Recruit, train, and supervise necessary personnel, including coaches, and event supervisors.
- Administrate the finances and develop and work within a budget.
- Secures and schedules athletic fields and facilities. Transports and sets up equipment for games and practices as needed; monitors and purchases necessary sporting equipment as budget permits.
- Oversees and creates teams from paid and financially assisted registrations. Organizes and conducts parent orientation meetings, and training and meetings for coaches.
- Oversees, develops and distributes team practice and game schedules; trains and schedules sports officials; develops and distributes sports rules, guidelines and handbooks.
- Purchases and distributes 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.

Qualifications

- High school diploma or equivalent;
- Must have excellent written and oral skills;
- Able to pass a background check.