To: Summit County Council  
Report Date: February 20, 2020  
From: Brian Bellamy  
Project Name: Thomas C. Fisher Contract Amendment #2

A. Background  
Thomas C. Fisher was hired as the Summit County Manager on November 5, 2014. As part of this he was awarded an employment contract for the period of January 20, 2015 to January 21, 2018, for three years. Subsequently, Tom was extended a second contract beginning January 20, 2018 through January 21, 2021.

During Tom’s 2019 performance evaluation Summit County awarded him an additional 1% to be paid into his 457 retirement account. This created the necessity of an addendum to Tom’s 2018 contract.

This year as part of Tom’s performance evaluation and your desire to recognize him for his efforts in working toward Summit County’s goals the Council has agreed to award him an additional 1% to his 457. Thus making a 2% contribution to Tom’s 457 account.

B. Recommendations  
1. It is recommended the Council approve attached contract amendment #2 for Thomas C. Fisher.
SUMMIT COUNTY MANAGER  
SECOND AMENDMENT TO THE EMPLOYMENT CONTRACT  

THIS SECOND AMENDMENT TO THE EMPLOYMENT CONTRACT (the “Second Amendment”) is made and entered into this 26 day of February, 2020, 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 THOMAS C. FISHER (hereinafter referred to as “Manager”), whose address is 7473 Brookhollow Loop Road, Park City, Utah 84098, with reference to the following facts:

REQUITALS

WHEREAS, on February 7, 2018, the County and Manager entered into that certain Employment Contract between Thomas C. Fisher and Sumit County (the “Employment Contract”). Capitalized terms used, but not defined in this Amendment have the meanings assigned in the Employment Contract; and,

WHEREAS, on February 19, 2019, the County and Manager entered into that First Amendment to the Employment Contract (the “First Amendment”); and

WHEREAS, on February 19, 2020, the Summit County Council (the “Council”) conducted an annual performance evaluation of the Manager in accordance with Section 9 of the Employment Contract; and,

WHEREAS, in accordance with Section 4(a) of the Employment Contract, the Council has decided that in addition to the Manager’s annual merit increase, the County will increase the amount provided to the Manager’s deferred compensation 457b plan; and,

WHEREAS, the County and the Manager desire to amend the Employment Contract as set forth in this Second Amendment;

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

Section 1: BENEFITS

Section 6(a)(5) of the Employment Contract is deleted in form and substance, and is replaced by the following language:

(5) Deferred Compensation 457b in the amount of:
  (a) $400/month, and
  (b) subject to the annual approval of the Council, the aggregate sum of 2% of Manager’s salary, as such salary is calculated on February 7th of each calendar year this Employment Contract remains valid, and in full force and effect.
Section 2: **NO OTHER AMENDMENTS**

Except as set forth in this Second Amendment, the Employment Contract shall remain in full force and effect, and unamended.

Section 3: **COUNTERPARTS**

This Second Amendment may be executed in counterparts.

**IN WITNESS WHEREOF,** Summit County, Utah, has caused this Second Amendment 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 Second Amendment the day and year first above written.

**SUMMIT COUNTY**

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DOUG CLYDE
Chair

ATTEST:

_________________________
KENT JONES
County Clerk

APPROVED AS TO FORM:

_________________________
DAVID L. THOMAS
Chief Civil Deputy

MANAGER

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THOMAS C. FISHER