

RESOLUTION NO. 12-30

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF DRAPER TO
APPOINT RHETT OGDEN AS RECREATION DIRECTOR FOR
THE CITY OF DRAPER.**

WHEREAS, the Mayor desires to appoint Rhett Ogden as Recreation Director of the City of Draper in accordance with the appointment procedures provided by law and City Ordinance; and

WHEREAS, Draper City Municipal Code 3-1-067 requires the advice and consent of the City Council in order for the Mayor to appoint the Recreation Director; and

WHEREAS, Rhett Ogden has the credentials, experience and professionalism necessary to be the Recreation Director.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Appointment. The Mayor is hereby authorized to appoint Rhett Ogden as Recreation Director, in accordance with appointment procedures provided by law and City Code, and in accordance with the attached Employment Agreement.

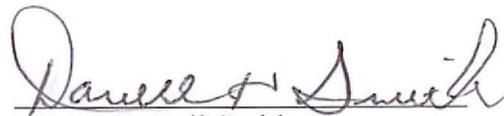
Section 2. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all provisions, clauses and words of this Resolution shall be severable.

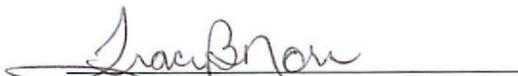
Section 3. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 17th DAY OF JULY, 2012.



ATTEST:


Mayor, Darrell Smith


City Recorder

**EMPLOYMENT AGREEMENT
Draper City Recreation Director**

This employment agreement, made and entered into this 17th day of July, 2012 by and between City of Draper, a municipal corporation, hereinafter referred to as "City," and Rhett Ogden, hereinafter referred to as "Employee," both of whom agree as follows:

WITNESSETH:

WHEREAS, the City desires to retain the expertise and services of Rhett Ogden to serve as the Recreation Director and department head of the recreation department and as an Employee of Draper City; and

WHEREAS, it is the desire of the governing body, hereinafter referred to as "Council," to provide certain benefits, establish certain conditions of employment and to establish working conditions of the Employee; and

WHEREAS, it is the desire of the Council to: (1) retain the services of Employee and to provide inducement for him to accept such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and (3) to provide a just means for terminating the Employee's services at such time as he may be unable fully to discharge his duties due to disability or when the City may otherwise desire to terminate his employ; and

WHEREAS, Rhett Ogden desires to be retained as an employee of Draper City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Scope of Service

City hereby agrees to employ Rhett Ogden (Employee) as Recreation Director of Draper City to perform the functions and duties as specified in Draper City ordinances, resolutions and policies and to perform such other legally permissible and proper duties and functions as assigned. Employee will be the department head and will have oversight of the Recreation Department. Employee hereby agrees to dedicate his time and expertise to Draper City by giving his full professional efforts to fulfilling the expectations set forth in this Agreement, the employee's job description and for the completion of other duties as assigned.

Section 2. Term

A. This Agreement shall remain in full force in effect from July 17, 2012 until terminated by City or Employee as provided in Section 3 of this Agreement, or until Employee resigns pursuant to Subparagraph B.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position as Recreation Director. In the event Employee voluntarily resigns, Employee shall provide a minimum four (4) week notice unless the parties agree otherwise.

Section 3. Termination

It is expressly understood and agreed that Employee serves as an at-will employee of the City. Pursuant to Section 2-3-080(c)(3) of the Draper City Municipal Code, Employee may be removed and the employment contract terminated with or without cause at any time by the City Manager with the advice and consent of the City Council.

Section 4. Severance

In the event Employee is terminated without cause, the City shall provide a severance payment equal to twelve (12) week's salary, plus two (2) weeks for each year after the first year he is employed in the position of Recreation Director, for a total not to exceed sixteen (16) week's salary at Employee's current rate of pay at the time of termination. This severance shall be paid in a lump sum unless otherwise agreed to by the City and Employee.

In the event Employee is terminated because of verified criminal allegations or conviction for an illegal act, excluding minor traffic matters or infractions, or other serious misconduct outlined in Section 5030(3) of the City's Personnel Policy Handbook policy as amended sufficient to terminate any other City employee, no severance will be paid.

In the case of a voluntary resignation or retirement, no severance will be paid to Employee.

Section 5. Salary

A. The City agrees to pay Employee a salary of \$38.56 per hour, which is an annualized rate of \$80,204.80 for his services. The Recreation Director position is a FLSA exempt "at-will" position and is not paid overtime. Salary will be paid in bi-weekly installments at the same time the other employees of the City are paid.

B. Employee's salary shall be adjusted in the same manner as other qualified City employees as included in the Personnel Handbook. Adjustments shall be considered an amendment to this Agreement and shall be paid pursuant to the terms hereof.

Section 6. Performance Evaluation

The City shall annually review Employee's performance in accordance with the City's regular performance review process, or subject to a process, form, criteria, and format for

the evaluation which shall be mutually agreed upon by the City and Employee.

Section 7. Hours of Work

It is recognized that Employee must devote a great deal of time outside normal office hours to the business of the City. Work hours will be in accordance with applicable Federal, State and local laws concerning exempt municipal employees.

Section 8. Fringe Benefits

A. All provisions of the City's Personnel Policy Manual, including those relating to regulations and rules of the City for vacation, sick leave, retirement, pension systems contributions, holidays, health and life insurance, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other management employees of the City, in addition to the benefits enumerated specifically for the benefit of Employee as herein provided.

B. Employee's vacation accrual rate is 4.62 hours and sick leave accrual rate is 3.69 hours per pay period (26 pay periods per year). Vacation accrual rate will increase with years of service in accordance with City policies.

C. Employee shall receive a cellular phone for conducting city business and Employee may use the cellular phone for his exclusive and unrestricted personal use to avoid the need to carry two cellular phones.

Section 9. Retirement

The City agrees to pay Employee's participation in the City's retirement program at the current percentage rate determined annually by the Utah Retirement Systems. The City also agrees to match Employee's contribution to a 401(K) or 457 savings plan at the rate established for said match by the City Council.

Section 10. Professional Development

A. The City hereby agrees to budget for and to pay the costs of travel, lodging, miscellaneous and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee.

B. City agrees to budget and to pay the professional dues and subscriptions of Employee as he may determine for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

and executors of Employee.

C. This Agreement shall become effective commencing immediately upon signing by both parties.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, City of Draper has caused this Agreement to be signed and executed in its behalf by its City Manager, and duly attested by its City Recorder, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF DRAPER:

ATTEST:

David Dobbins, Acting City Manager

Tracy Norr, City Recorder

Rhett Ogden, Employee