

6/15/15

**ROOSEVELT CITY MANAGER  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 15 day of June, 2015, by and between ROOSEVELT CITY CORPORATION, a Utah Corporation, hereinafter referred to as CITY and RYAN SNOW of Roosevelt, Utah, hereinafter referred to SNOW.

**WITNESSETH**

WHEREAS, the CITY desires to employ the services of SNOW as the City Manager of the City of Roosevelt, Utah; and,

WHEREAS, it is the desire of the CITY to provide certain benefits, establish certain conditions of employment, and to set working conditions of SNOW; and,

WHEREAS, it is the desire of the CITY to:

1. Secure and retain the services of SNOW and to provide inducement for him to remain in such employment,
2. To make possible full work productivity by assuring peace of mind with respect to future security,
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of SNOW; and,
4. To provide a just means for terminating the services of SNOW should he become unable to fully discharge his duties or when the CITY may desire to otherwise terminate his employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the governing body of Roosevelt City hereby appoints **RYAN SNOW** as its City Manager, and contracts with SNOW to perform the duties as herein defined and pursuant to Roosevelt City Ordinance No. 93-251. SNOW hereby accepts such employment and will act in such capacity for the CITY pursuant to the terms and at the compensation hereinafter set forth.

**SECTION 1 - POWERS AND DUTIES**

The CITY hereby hires SNOW as the City Manager of said City to exercise powers and perform the duties specified in Ordinance No. 93-251, and to perform other legally permissible and proper duties as the Council may from time to time assign not inconsistent with, or in conflict with, the provisions of this agreement, city ordinance, or state law. SNOW hereby accepts said employment according to the terms set forth herein.

**SECTION 2 - TERM**

The term of this agreement shall be for a period of thirty-six (36) months. This agreement shall automatically be renewed on its anniversary date for 3 year terms unless notice that the Agreement shall terminate is given at least 6 months before the expiration date. The term of this agreement may be renewed or extended in writing at any time by the governing body and SNOW.

### **SECTION 3 - TERMINATION**

1. SNOW'S Employment may be terminated at any time, without cause by a majority vote of the governing body on the condition that the CITY compensates SNOW for four (4) months from the date of termination at his current rate of pay.
2. SNOW'S Employment may be terminated at any time for cause by a majority vote of the governing body and upon written notice to SNOW. If SNOW requests a hearing within 7 days from the date of the notice the governing body of the CITY will meet with SNOW and give him an opportunity to dispute the basis for the termination. For Cause is defined as:
  - i. a criminal conviction for malfeasance in office, or official misconduct as defined in Utah Code Ann. §76-8-201;
  - ii. a felony conviction;
  - iii. Failure to comply with the Municipal Officers and Employees Ethics Act (Utah Code Ann. §10-3-1301 et. seq.);

If SNOW is terminated for cause then the CITY shall have no obligation to pay any further salary or benefits to SNOW except for any benefits that have accrued and to which he is legally entitled to receive such as accrued vacation, sick leave, and holidays.

3. SNOW may resign at any time from his position with the CITY upon thirty (30) days written notice to the Mayor and Council. In the event SNOW resigns as the Manager of Roosevelt City, the CITY will be under no obligation to continue to compensate SNOW after the date of resignation except for items SNOW may be legally entitled to including for accrued vacation, sick leave, and holidays.

### **SECTION 4 - SALARY**

For the term of this agreement, the CITY agrees to pay SNOW for his services rendered pursuant hereto, an annual salary of One Hundred Five Thousand (\$105,000.00) Dollars. This salary shall be payable in installments at the same time as other employees of the CITY are paid. SNOW will be considered for cost of living increases and merit increases during the budgetary process when other city employees are being considered.

### **SECTION 5 - BENEFITS**

All provisions of the City's personnel policies and other regulations, directives, policies, practices and procedures of the CITY relating to vacation, sick leave, retirement contributions, holidays, health and life insurance, and other fringe benefits and working conditions as they now exist or hereafter may exist, also shall apply to SNOW as they do with other department heads of the CITY.

### **SECTION 6 – VACATION**

SNOW will accrue vacation under the same terms as the other employees of CITY. However, due to the demands of the City Manager position, SNOW will be allowed to cash out up to seventy hours vacation per year. SNOW will begin as a 5<sup>th</sup> year equivalent employee for vacation benefit purposes, with a prorated amount of vacation time credited for the 2015 year.

## **SECTION 7 - PROFESSIONAL DEVELOPMENT**

The CITY shall provide, through the budgeting process, resources, as they deem appropriate, for SNOW to attend seminars, short courses, professional association meetings, continuing professional education, etc. for his continued professional development and for the good of the CITY, . To the extent possible, such seminars, courses, meetings, etc., should be detailed in SNOW's annual budget request.

## **SECTION 8 - OUT OF POCKET EXPENSES**

The CITY will reimburse SNOW for job-related expenditures, as set forth in an approved budget.

## **SECTION 9 - EMISSARY FOR THE CITY**

As the Manager for the CITY, SNOW shall represent the CITY at pertinent functions, meetings, and conferences. SNOW shall represent the CITY on professional boards and involve himself in county, state and federal business that is applicable to and will help advance the interest of the CITY. SNOW shall arrange his time so that he can work for the economic betterment of the CITY by delegating appropriate managerial duties to subordinate staff. SNOW shall make reports to the governing body of the CITY on a regular basis regarding his work as an emissary for the CITY. To this end CITY shall make available to SNOW the resources necessary to accomplish this expanded responsibility. Resources shall include the necessary staff to free SNOW of certain daily responsibilities so that this mission can be successful. Resources shall be requested by SNOW during the budgetary process. As an emissary for the CITY, SNOW shall actively pursue funding opportunities for infrastructure development, business development and retention, and special projects that are approved by the governing body.

## **SECTION 10 - RESIDENCY REQUIREMENT**

As the Manager for the CITY, SNOW shall be required to be a resident of Roosevelt, living within the boundaries of the CITY. Failure to do so will be grounds for termination.

## **SECTION 11 - VEHICLE PRIVILEGES**

As the Manager for the CITY, SNOW will have an assigned City vehicle. SNOW will use the vehicle in accordance with CITY policy.

## **SECTION 12 - LIABILITY INSURANCE**

The CITY shall provide professional liability insurance to cover SNOW against all professional liability claims arising out of an alleged act or omission in the performance of the Manager's duties. Should SNOW be found guilty of criminal action, any legal costs arising from such action will be reimbursed by SNOW.

## **SECTION 13 - OTHER EMPLOYMENT**

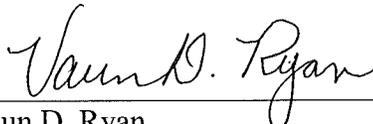
SNOW shall devote such of his time as required by CITY and his attention, knowledge and skills to the business and interest of CITY. CITY approves SNOW to maintain a small year-end tax practice and other family associated businesses or other business opportunities with the understanding that such should neither constitute interference with nor a conflict of interest with his responsibilities under this agreement.

**SECTION 14 - GENERAL PROVISIONS**

1. This agreement shall constitute the entire agreement between the parties and any changes shall be reduced to writing and signed by both parties.
2. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of SNOW.
3. If any provisions, 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, and shall not be affected and shall remain in full force and effect.
4. It is the intention of the parties hereto that this Agreement and the performance hereof be construed under the laws of the State of Utah.
5. In the event legal action is required by either party to enforce the terms of this Agreement, the defaulting party agrees to pay all costs and a reasonable attorney's fee incurred by the non-defaulting party including costs and fees incurred on any appeal.

IN WITNESS WHEREOF, The City of Roosevelt has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Recorder, and the City Manager has signed and executed this agreement, the day and year first above written.

MAYOR OF ROOSEVELT

  
\_\_\_\_\_  
Vaun D. Ryan

ATTEST:

  
\_\_\_\_\_  
Carolyn Wilcken, Recorder

CITY MANAGER

  
\_\_\_\_\_  
RYAN SNOW