

City Manager Employment Agreement

This agreement is and entered into on this 4th day of May, 2023, by and between Kaysville City (“the City”) and Jaysen Christensen (“the Manager”), and

WHEREAS, the City desires to employ the services of said Jaysen Christensen as City Manager of Kaysville City, and it is the desire of the Kaysville City Council (“the Council”), to provide certain benefits, establish certain conditions of employment and to set general working conditions of the Manager; and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of the Manager and (2) to make possible full work productivity by encouraging the Manager’s good morale by providing certain conditions of employment and provide assurances with respect to future security and (3) to provide a just means for terminating the Manager’s services at such time as he may be unable to adequately discharge his duties or when the City may otherwise desire to terminate his employ; and

WHEREAS, the Manager desires to accept employment as City Manager of Kaysville City; and

WHEREAS, the Manager shall begin his employment with the City on June 5, 2023.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the City and the Manager agree as follows:

SECTION 1. DUTIES

The City hereby agrees to employ Jaysen Christensen as City Manager of the City to perform the functions and duties specified by existing ordinances, regulations and this agreement, and to perform other legally permissible and proper duties and functions as the Council requests, and be responsible for managing and directing the day-to-day operations of all City departments. All city employees, including department heads, shall be responsible to the Manager. The Manager shall advise the Mayor and Council on matters of policy, procedure and business affecting the City.

SECTION 2. TERMS

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 3 of this agreement.
- B. Manager agrees to remain in the employ of the City and shall not accept other full-time employment or become employed by any other employer without proper written approval of the Mayor. Approval shall not be necessary in opportunities to teach, write, consult, or conduct personal business affairs not in conflict with employment with the City, performed on time off,

provided that the performance of any of these activities in no way interferes with the proper performance of the duties as City Manager.

- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the City, provided Manager gives the City at least thirty (30) days written notice of his intent to resign.

- D. Manager is strongly encouraged, but not not required to live within the Kaysville City limits. If Manager does not reside in Kaysville City, he must reside no more than twenty five (25) miles from the City's limit.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event the Manager retires or leaves his position with the City, giving at least thirty (30) days written notice of intent, he shall receive a cash payout of 100% of his unpaid, earned Personal Time Off (PTO) and any other separation payout afforded to other Kaysville City Employees at the time of separation.

B. In the case the Manager is terminated by the Council, the City agrees to pay the Manager the following as a severance package: a lump sum cash payment, or a continuation of salary on the existing basis, equal to six (6) months plus one additional month for every two years of service with the City not to exceed twelve (12) months base salary; together with 100% of his unused earned Personal Time Off (PTO) leave and any other separation payout afforded to other Kaysville City Employees at the time of separation, and full benefits as enumerated in this agreement, including health insurance, for the established period of severance as outlined in this agreement.

C. The Manager shall not be removed during the first 180 days following any change in membership of the City Council or Mayor.

D. Manager may be terminated at any time without obligation to pay the severance package because of criminal conviction involving moral turpitude or criminal conviction involving serious misconduct.

E. In the event the City, at any time during the term of this agreement, reduces the salary of the Manager from its then current level, except as part of an across the board reduction for all department heads of the City, or in the even the City refuses, following written notice, to extend the Manager any non-salary benefit provided for in this agreement or customarily available to all department heads, or in the event that the Manager resigns following a request by the City Council that he resign, then, in those events, the Manager, at his option, be deemed to be terminated at the date of such reduction or such refusal to extend or such request of resignation and the severance pay set forth above shall be paid by the City to Manager.

F. In the event the Council fails to budget for the salary of the Manager as payable under this agreement, thereby making it impossible to make payment hereunder, that act shall be considered a termination of this agreement and the severance pay set forth above shall be paid by the City.

G. In the event the City changes its ordinances or regulations or otherwise changes to a form of government wherein the position of City Manager is eliminated and the City cannot perform its obligations pursuant to this agreement, that action shall be considered a termination of the Manager and the severance pay set forth above shall be paid by the City.

H. The City may terminate this Contract without cause by at least a 4 of 6 vote of the Mayor and Council and by giving the Manager written notice of termination at least 180 days prior to the termination date.

SECTION 4. DISABILITY TERMINATION

If the manager is permanently disabled or otherwise unable to perform his duties because of a non-work-related sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued leave, or for twenty (20) working days over a thirty (30) work-day period, the City shall have the option to terminate this agreement, subject to the severance package requirements of Section 3 herein.

SECTION 5. SALARY AND BENEFITS

- A. The City agrees to pay the Manager for his services rendered pursuant hereto the annual base salary in effect on the day of execution of this contract. This salary shall be payable in installments at the same time as other employees of the City are paid. At any time while the Manager is employed for the City, the City and the Manager may, by mutual written agreement, change the terms of the salary or any other provisions of this agreement. The Mayor will establish a procedure to evaluate the performance of the manager annually. The Manager shall be eligible for regular COLA or Merit based increases made available to all other Kaysville City Employees.
- a. City shall pay Manager at the rate of \$153,295.00 annually.
 - b. Manager shall be eligible for the regular COLA or Merit based increases beginning with the FY 2024 cycle.
- B. The Manager, in addition to his base salary, will receive five-hundred fifty (\$550) dollars per month for a personal vehicle allowance, intended to cover travel expenses for City business within Davis County, Utah. All travel by the manager outside of Davis County, Utah will be reimbursed according to approved City Travel Policy. The Manager may use city owned Electric Vehicle charging stations at no cost, if applicable, for charging of the personal vehicle that is used for travel for Kaysville City Business.
- C. The Manager shall receive additional benefits on the same basis as other management employees unless otherwise specified in this document. These benefits shall include, but not be limited to: Social Security contributions, retirement contributions, health and life insurance benefits, vacation and sick leave benefits, and generally such other benefits including merit increases, and pay considerations given in lieu of salary. The basic monthly cost of benefits for the Manager and family, including health, life insurance, disability, accidental death & dismemberment, shall be paid by the City on the same basis as other benefitted employees unless otherwise designated in this agreement. Any cost incurred beyond basic benefit shall be the responsibility of the Manager, and shall be deducted from his paycheck unless otherwise noted.
- D. The Manager shall receive two-hundred sixty (260) hours of Personal Time Off (PTO) leave per year. On the first day of employment, City shall pre-load 40 hours of PTO into Manager's accruals to accommodate a planned vacation in August 2023.
- E. The Manager will have the option to use a City provided data phone or provide a personal phone for City use. The Manager will be paid a \$100.00 a month phone allowance if a personal phone is provided. The Manager will be obligated under the same rules and guidelines as would

if they were using a city owned cell phone including being available, appropriate use of city email and network security, etc.

SECTION 6. PERFORMANCE EVALUATION

- A. The Mayor shall review and evaluate the performance of the Manager at least once annually during the first half of the calendar year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City and the Manager. Said criteria may be added to or deleted from as the Council may, from time to time, determine, in consultations with the Manager. The evaluation shall be generally the same standard evaluation as given to all other employees. Further, the Mayor shall provide the Council and Manager with a summary of the evaluation.
- B. Annually, the Council and the Manager in the budget and/or strategic planning process shall define such goals and performance objectives which they determine necessary for the proper operation of the City. The attainment of the Council's policy objectives shall establish a relative priority among those various goals and objectives. The goals should be realistically attainable within the time limitations as specified and as budgeted by the Council in the annual operating and capital budgets and appropriations.

SECTION 7. PROFESSIONAL STATUS

- A. The Manager should be involved with organizations which will increase his professional skills and permit him to maintain a current understanding of managerial activities and therefore presently believes that membership in the International City Management Association (ICMA) and the Utah City Managers Association (UCMA) should be encouraged and paid for by the City. The Manager should also be encouraged and paid to travel to and attend both the ICMA annual conference as well as the various UCMA conferences and business meetings throughout the year. In addition, it is anticipated that certain seminars and training and educational programs may be desirable and in that event are encouraged activities of the Manager with payment to be made by the City as approved in each annual budget. In the event that the Manager is unable to attend the aforementioned conference meetings, they shall inform the Kaysville City Mayor and supply rationale for not being able to attend.
- B. It is also anticipated that the Manager will be involved in certain promotional activities providing business lunches and entertainment which are intended to be for the direct benefit of the City and should be paid for by the City. The Manager should submit these anticipated expenses of the City for the above-named approved activities to the Council during the annual budgetary process.
- C. The City acknowledges the value of having the Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for the membership fees and/or dues to enable the Manager to become an active member in local civic clubs or organizations.

SECTION 8. INDEMNIFICATION

The City shall defend, save harmless and indemnify the Manager, including the cost of counsel against any tort, professional liability claim or demand or other legal action, claim or claims, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties as Manager within the scope of employment. The City will defend, compromise or settle any such claim or suit and pay any judgment rendered thereon on behalf of the Manager or his estate or heirs.

SECTION 9. BONDING

The City shall pay the cost of a fidelity bond or other bonds required of the Manager or deemed advisable to obtain.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Council, in consultation with the Manager, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, city ordinance or state or federal law.
- B. The Council recognizes that the Manager is required to work and perform on behalf of the City other than on an "eight to five" basis. As City Manager, he is subject to call at any time, is required to attend various night meetings in addition to City Council, and is required to participate in various other activities that benefit the City, often working long hours and at time that are not typically considered normal working hours. Manager should schedule vacation and other time off around City Council Meetings to the best of his ability. Absence from City Council Meeting should be a rare occasion. The Kaysville City Council provides general schedule flexibility and expects Manager to manage their schedule and working hours using good professional judgement in establishing flexible working hours.

SECTION 11. NOTICES

Notices pursuant to this agreement shall be given by personal delivery or by sending an email with a delivery receipt as follows:

The City: Kaysville City Mayor and Council
 mailbox@kaysville.gov

The Manager: _____

Notice shall be deemed given as of the date of personal delivery or as of the date the email was received. In the event either party changes addresses, notification of the other party of the changed address shall be given in accordance with this section.

SECTION 12. GENERAL PROVISIONS

The text herein shall constitute the entire agreement between the parties and any changes shall be reduced to writing and agreed upon by both parties.

This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager. This agreement shall become effective commencing immediately upon signing by both parties.

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 the event of default under the terms of this agreement, the defaulting party agrees to pay all costs of enforcement, including a reasonable attorney's fee.

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

Jaysen Christensen
City Manager

Tamara Tran
Mayor

ATTEST: _____
Annemarie Plaizier
City Recorder