**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made effective as of April 18, 2018, by and between Utah Communications Authority, an independent entity of the State of Utah (“UCA”) and David Edmunds (“Edmunds”) (UCA and Edmunds are collectively referred to as the “Parties”).

 **WHEREAS**, UCA desires to continue to employ Edmunds as an employee of UCA and, more specifically, as its Executive Director;

 **WHEREAS**, UCA believes that the continued employment of Edmunds as Executive Director will improve and enhance the effectiveness and efficiency of UCA’s operations;

**WHEREAS**, it is the desire of UCA and its Governing Board to:

1. Secure and retain the services of Edmunds and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring Edmunds morale and peace of mind with respect to future employment security;
3. To establish employment expectations of UCA for Edmunds;
4. To establish a just means of compensation for the employment of Edmunds; and
5. To provide a just means of compensation for the separation of Edmunds from UCA’s employment;

**WHEREAS**, Edmunds desires to be so employed; and

 **WHEREAS**, the Parties desire to set forth certain terms of this employment.

**AGREEMENT**

 **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

 **1. EMPLOYMENT**. As of the Effective Date of this Agreement, UCA will continue to employ Edmunds and Edmunds shall continue to serve UCA in the capacity of Executive Director. All employees of UCA are Edmunds’ subordinates and shall report to Edmunds. Edmunds shall be responsible to the Governing Board for the day-to-day operations of UCA and such other professional duties as assigned or needed by the Governing Board. Edmunds shall have the right to attend and participate in meetings of the Governing Board unless otherwise determined by a majority vote of the Governing Board, but shall not have a right to vote in said meetings. Edmunds shall present ideas and make suggestions to the Governing Board and shall advise it on matters of UCA’s policies, procedures, and operations. Edmunds shall use his best efforts to lawfully implement the final decisions of the Governing Board and shall represent and defend the final decisions of the Governing Board and shall routinely report the progress of such responsibilities. Though the bulk of his duties shall be performed Monday through Friday during regular business hours, Edmunds understands and agrees that, as Executive Director, he may have duties and obligations that must be fulfilled during evenings, weekends, holidays, or any other time.

 **2. AT-WILL EMPLOYMENT.** *It is understood and agreed by the Parties that this Agreement does not contain any promise or representation concerning the duration of Edmunds’ employment with UCA. Edmunds specifically acknowledges that his employment with UCA is at-will and may be altered or terminated by either Edmunds or UCA at any time, with or without cause and/or without notice.* The nature, terms, and conditions of Edmunds’ employment with UCA cannot be changed by any oral representation, custom, habit, or practice, or by any other writing unless signed by Edmunds and an authorized member of UCA’s Governing Board. In addition, the rate of salary, any bonuses, paid time off, benefits, or other compensation stated in units of years, months, or weeks does not alter the at-will nature of the employment and does not mean, and should not be interpreted to mean, that Edmunds is guaranteed employment to the end of any period of time or for any period of time. In the event of conflict between this disclaimer and any other statement, oral or written, present or future, concerning the terms and conditions of employment, the at-will relationship confirmation by this disclaimer shall control. This at-will status cannot be altered except in a writing signed by Edmunds and authorized by UCA’s Governing Board.

 **3. TERM.** The duration of this Agreement shall be for a period of approximately thirty eight and one half (38 ½) months beginning the Effective Date and ending on June 30, 2021. This Agreement may be renewed at any time by mutual Agreement of the Parties. In the event Edmunds elects to resign his position as Executive Director of UCA, he is required to provide UCA with sixty (60) days’ advance written notice.

**4. SALARY.** UCA will compensate Edmunds for his services as the Executive Director at an initial salary of $142,812.80 annually (“Annual Salary”). Edmunds’ Annual Salary shall be paid periodically in accordance with UCA’s normal payroll practices and shall be subject to such deductions or withholdings as UCA is required to make pursuant to law, or by further agreement with Edmunds. Edmunds’ Annual Salary may be increased up to 3% per year by UCA’s Governing Board following an annual review, discussed more fully below.

**5. EMPLOYMENT CLASSIFICATION.** Edmunds shall be employed as a Regular, Exempt, Full-Time Employee. Notwithstanding any provisions of UCA’s Policies and Procedures, Edmunds will not be required to track his time and/or adhere to any set schedule and will not accrue any compensatory time as currently set forth in UCA’s Policies and Procedures Manual. Similarly, Edmunds will not be eligible for “on-call” payments as currently discussed in UCA’s Policies and Procedures.

**6. POLICIES AND PROCEDURES**. Edmunds agrees that he is subject to and will comply with the policies and procedures of UCA as such policies and procedures may be modified, added to, or eliminated from time to time at the sole discretion of UCA, except to the extent any such policy or procedure specifically conflicts with the express terms of this Agreement. For the avoidance of doubt, if any provision of this Agreement conflicts with any of UCA’s Policies and Procedures, this Agreement shall control. Edmunds further agrees and acknowledges that any written or oral policies and procedures of UCA do not constitute contracts between the Parties.

 **7. VEHICLE ALLOWANCE**. Edmunds shall receive a vehicle allowance in an amount that, after taxes and other required deductions, equals $650.00 per month. This vehicle allowance shall be included in Edmunds’ regular pay at the beginning of each month. Edmunds shall be responsible for the purchase, insurance, and maintenance of any vehicle, as well as any costs and expenses related to such vehicle, including but not limited to mileage costs and fuel costs for automobile business travel within the state of Utah. Fuel and/or mileage costs for business travel outside of the State of Utah shall be eligible for reimbursement. Costs in excess of this monthly vehicle allowance shall be the responsibility of Edmunds.

**8. OTHER BENEFITS**. Edmunds shall also receive the following benefits from UCA while employed by UCA:

**(a) Continuing Training**. UCA will provide resources for Edmunds to attend continuing education courses, seminars, conferences, short courses, professional association meetings, and other similar events, for the continued professional development of Edmunds and for the good of UCA.

**(b) Employee Benefits**. Other than participation in URS retirement benefits/pension plan, Edmunds shall be entitled to all benefits to which other employees of UCA are entitled on terms comparable thereto, including, without limitation, participation in group insurance policies and plans and medical/health/vision/dental/disability/life insurance policies which may be maintained and/or offered by UCA for the benefit of the employees of UCA. The premiums for such policies and plans shall be paid by UCA pursuant to UCA’s Policies and Procedures for UCA’s other employees covered by UCA’s policies/plans. UCA reserves the right to alter and/or amend the benefits received by Edmunds from time to time at the discretion of UCA but only to the extent such benefits change for other UCA employees.

**(d) Expense Reimbursement**. Edmunds shall receive, upon presentation of proper receipts and vouchers, reimbursement for direct and reasonable out-of-pocket expenses incurred by him in connection with the performance of his duties hereunder, according to the Policies and Procedures of UCA for the reimbursement of business expenses incurred by its executive and management employees, as amended from time to time, and consistent with the approved UCA budget, from time to time. Such reimbursable expenses shall include, but are not limited to, expenses related to Edmunds’ cell phone which are hereby deemed to be reasonable and necessary expenses incurred by Edmunds in carrying out the duties of his employment under this Agreement and reimbursable under UCA’s expense reimbursement guidelines and policies. In any or all cases, UCA may require Edmunds to document, in a manner reasonably satisfactory to UCA, all expenses for which Edmunds seeks reimbursement under this section.

**(e) Annual Leave.** Edmunds shall be entitled to Annual Leave in accordance with the policies applicable to other employees of UCA except that Edmunds shall continue to accrue Annual Leave at the maximum annual leave accrual rate.

**(f) Holiday Leave.** Notwithstanding any of UCA’s Policies and Procedures, Edmunds shall be entitled to accrue holiday leave for designated holidays like other UCA employees. Edmunds shall be required to work any shift for a full work day before and/or after a holiday in order to receive paid holiday leave.

**(g) Other Benefits.** Any future or additional payments, obligations, or requirements imposed by law or policy which would be paid by UCA for its employees shall also be paid UCA for Edmunds.

**(h) Professional Liability Insurance.** UCA shall provide professional liability insurance to cover Edmunds against any and all professional liability claims arising out of an alleged act or omission occurring in the performance of Edmunds’ duties, in the amount of at least one million dollars.

**(g)** **Annual Review.** Annually, in the month of January, Edmunds shall be entitled to receive from UCA’s Governing Board, or a subset thereof, a review of his performance for the preceding year.

 9**. TERMINATION**. The Parties acknowledge that either party has the right to terminate Edmunds’ employment with UCA at any time, for any reason whatsoever, with or without cause or advance notice pursuant to the following:

**(a) Termination by Death or Disability**. Edmunds’ employment shall automatically terminate in the event of Edmunds’ death. If, in the sole determination of UCA’s Governing Board, Edmunds is unable to carry out his job responsibilities hereunder by reason of disability for a continuous period of more than six (6) months in any twelve (12) month period (disability for such period being referred to as “Permanent Disability” or “Permanently Disabled”), Edmunds’ employment shall terminate on the date upon which, in the sole determination of UCA’s Governing Board, Edmunds has become Permanently Disabled. UCA shall pay Edmunds (or his heir/heirs) any Annual Salary earned but unpaid prior to termination upon death or prior to termination by reason of Edmunds becoming Permanent Disabled, any benefits accrued prior to such termination (including, but not limited to, accrued annual leave), any business expenses that were incurred but not reimbursed as of the date of such termination, and an amount equal to six (6) months’ Annual Salary and COBRA health, dental, and vision premiums for Edmunds and family members at the rates in effect at the time of such termination. For the avoidance of doubt, UCA shall continue to make payments hereunder to Edmunds during the six (6) month period during which Edmunds is unable to carry out his job responsibilities hereunder by reason of disability prior to his termination by reason of Permanent Disability.

**(b) Voluntary Resignation by Edmunds**. In the event that Edmunds voluntarily terminates his employment with UCA, UCA’s obligation to make payments hereunder shall cease upon such termination, except that UCA shall pay Edmunds any Annual Salary earned but unpaid prior to termination, any benefits accrued prior to termination (including, but not limited to, accrued annual leave), and any business expenses that were incurred but not reimbursed as of the date of termination. As previously stated, Edmunds is required to provide UCA with sixty (60) days’ notice advance written notice of his resignation.

**(c) Termination for Cause**. In the event that Edmunds is terminated by UCA for Cause (as defined below), UCA’s obligation to make payments hereunder shall cease upon the date of receipt by Edmunds of written notice of such termination (the “Termination Date”), except that UCA shall pay Edmunds any Annual Salary earned but unpaid prior to the Termination Date, any benefits accrued prior to the Termination Date (including, but not limited to, accrued annual leave), and any business expenses that were incurred but not reimbursed as of the Termination Date.

**(d) Termination by UCA Without Cause or For Good Reason**. In the event that Edmunds’ employment is terminated without Cause (as defined below) or Edmunds resigns for Good Reason (as defined below), Edmunds shall be entitled to receive the equivalent of six (6) months of his Annual Salary as in effect immediately prior to the date of such termination or immediately prior to any event creating amounting to Good Reason for resignation, payable within ten (10) days of such termination/resignation, subject to employment tax withholdings and deductions (“Severance Payments”). In addition, provided that Edmunds is eligible for and timely elects continuation of his health insurance, including covered dependents, pursuant to COBRA, for a period of six (6) months following a termination without Cause or a resignation for Good Reason, UCA shall also reimburse Edmunds for the cost of COBRA premiums to be paid in order for Edmunds to maintain medical, dental, and vision insurance coverage that is substantially equivalent to that which Edmunds and his covered dependents received immediately prior to the termination/resignation *provided, however*, that UCA’s obligation to pay Edmunds’ COBRA premiums will cease immediately in the event Edmunds becomes eligible for group health insurance through a new employer during the six (6) month period, and Edmunds hereby agrees to promptly notify UCA if he becomes eligible to be covered by group health insurance through a new employer in such event (the Severance Payments and COBRA reimbursement are collectively referred to as “Severance Benefits”).

**(e) Definition of Cause**. For purpose of this Agreement, “Cause” means either a substantiated act of malfeasance or a criminal conviction involving moral turpitude.

**(f) Definition of Good Reason**. For purposes of this Agreement, “Good Reason” means that one or more of the following is undertaken without Edmunds’ express written consent: (i) a reduction in Edmunds’ Annual Salary; (ii) the assignment of Edmunds to duties that represent a substantial and material diminution from the duties previously assigned to Edmunds; (iii) a material change in the Other Benefits provided to Edmunds by UCA; (iv) UCA’s Governing Board’s failure to approve a budget which permits UCA to comply with the terms of this Agreement; or (v) the dissolution of UCA, the merging of UCA with any other agency of the State, or any other material change to the structure of UCA, including its independence, *provided however*, that in order to effect resignation for Good Reason all of the following must occur: (i) Edmunds must provide UCA with written notice within thirty (30) days following Edmunds learning of any of the previous events of his intent to voluntarily resign his employment for Good Reasons unless such event is remedied; (ii) such requested remedy is not effected by UCA within sixty (60) days following UCA’s receipt of such written notice; and (iii) Edmunds’ resignation is effective not later than thirty (30) days after the expiration of the afore mentioned thirty (30) day cure period. For the avoidance of doubt, the sixty (60) day cure period referenced in this section 9(f) shall serve as the sixty days advance written notice required before Edmunds’ termination of his employment as Executive Director required in this Agreement.

 **10. Entire Agreement.** This Agreement constitutes the entire agreement between Edmunds and UCA with respect to the subject matter hereof, and supersedes all prior oral or written agreements or understandings related to the subject hereof and thereof.

 **11. Amendments.** This Agreement may not be amended or modified, and no provision of this Agreement may be waived except in writing, signed by both Edmunds and UCA. Waiver of any one provision of this Agreement shall not be deemed a waiver of any other provision.

 **12. Severability.** Each provision of this Agreement shall be considered severable. If, for any reason, any provision or provisions of this Agreement are determined to be invalid or contrary to applicable law, such invalidity will not impair the operation or affect the remaining provisions.

 **13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

 **14. Further Assurances.** Each of the Parties shall execute and deliver any and all additional documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their respective obligations hereunder and to carry out the intent of the Parties.

**15. Counterparts.** This Agreement may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

 **16. Mediation.** Except as prohibited by law, the Parties agree to attempt to mediate any controversy, claim, or dispute relating to this Agreement and/or Edmunds’ employment by UCA before either party pursues any such claims in a court of competent jurisdiction or before any respective agency. This mediation will occur before a neutral mediator mutually agreed upon by the parties. All costs of mediation shall be the responsibility of UCA.

 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of its Effective Date.

EMPLOYEE: COMPANY

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David A. Edmunds Utah Communications Authority

 By: Lance Davenport

 Chairman of UCA’s Governing Board