

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT is made as of the Effective Date defined below between the Greater Salt Lake Municipal Services District, with offices located at 2001 South State Street, #N3-600, Salt Lake City, UT 84190 (the "District"), and Brian Hartsell (the "Employee").

RECITALS

- A. The District desires to employ Employee as its Interim General Manager and Treasurer, to move back to his former position of Associate General Manager and Treasurer after a new General Manager is hired, on the terms provided in this Agreement.
- B. Employee desires to accept such employment and to serve the District on the terms provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements of the parties contained in this Agreement, the parties hereto agree as follows:

1. Employment; Term. The District hereby agrees to employ Employee, and Employee hereby agrees to serve the District, on the terms and conditions set forth herein. Subject to the termination provisions set forth below, the term of this Agreement shall commence on August 22, 2021 (the "Effective Date") and shall continue until terminated by the Employee or by the District. All terms of this Agreement shall apply retroactively to the Effective Date.

2. Position and Duties.

(a) Beginning from the Effective Date, Employee shall serve the District as "Interim General Manager." Employee shall hold this interim position until the day before a new General Manager begins his or her first day of employment with the District.

(b) Employee's position and title shall revert to his prior position and title of Associate General Manager and Treasurer on the first day of employment of a new General Manager hired by the District.

(c) In his role as Interim General Manager, Employee shall be employed on a full-time basis with the expectation that Employee will devote his full attention to the performance of his job. Employee's position shall be located in Salt Lake City, Utah, at

the District's main office indicated in the first paragraph of this Agreement, or at any future or other location used by the District. Employee shall be responsible for General Manager duties as more particularly described in the General Manager Job Description included as Exhibit A to this Agreement as well as in any District Bylaws and Policies. Employee shall carry out such additional duties as might be reasonably assigned to him from time to time by the Board of Trustees of the District (the "Board") and will continue to carry out duties for which he was responsible as the Associate General Manager prior to the Effective Date as reasonably necessary for the efficient operation of the District. Employee recognizes that the Job Description included as Exhibit A may be reasonably modified by the Board in the discretion of the Board as deemed appropriate to reflect changed circumstances and/or the District's needs, and that changes to the Job Description shall not cause the District to be in breach of this Agreement provided District is in compliance with Section 3 hereof.

(d) On the first day of employment of a new General Manager, Employee shall be employed on a full-time basis as the Associate General Manager and Treasurer with the expectation that Employee will devote his full attention to the performance of his job. Employee's position shall be located in Salt Lake City, Utah, at the District's main office indicated in the first paragraph of this Agreement, or at any future or other location used by the District. Employee shall be responsible for Associate General Manager and Treasurer duties as more particularly described in the Associate General Manager and Treasurer Job Description included as Exhibit B to this Agreement as well as in any District Bylaws and Policies. Employee shall carry out such additional duties as might be reasonably assigned to him from time to time by the Board or by the General Manager of the District. Employee recognizes that the Job Description included as Exhibit B may be reasonably modified by the Board or the General Manager in their respective discretion as deem appropriate to reflect changed circumstances and/or the District's needs, and that changes to the Job Description shall not cause the District to be in breach of this Agreement provided District is in compliance with Section 3 hereof.

(e) Should, after returning to the Associate General Manager/Treasurer position, Employee again be called upon to serve in the Interim General Manager Position, the provisions of 2(c) above shall again be operative with an Interim General Manager base salary as may then be agreed upon by Employee and the Board, and all other provisions of this Agreement, such as Severance Benefits, that are applicable to the Interim General Manager position shall apply until such time as Employee returns to the Associate General Manager/Treasurer position or another position with the District or ceases to be an employee of the District.

3. Compensation.

(a) Base Salary—Interim General Manager. Employee shall receive a minimum base salary of \$155,000 per year while serving in the role as Interim General Manager and for two full two-week pay periods thereafter.

(b) Base Salary—Associate General Manager and Treasurer. When Employee returns to the Associate General Manager and Treasurer position, commencing with the third pay period after a new General Manager is hired and on the job, Employee shall receive a minimum base salary of \$136,138.62 per year.

(c) Merit and/or COLA Increase. Employee will be eligible to be awarded a merit and/or cost-of-living increase annually, at the discretion of the Board. If awarded, such merit increase will be based on Employee's overall job performance during the preceding year in relation to goals and objectives established at the beginning of such year. If a compensation increase is awarded, the new rate of compensation will go into effect at such time as determined or directed by the Board.

(d) Other Benefits. All benefits generally available to the District's employees will be available to Employee according to plan eligibility criteria including, any health, dental, vision, and short-term life insurance benefits provided to District employees, and the ability to participate in the District 401(k) plan. These benefits may be modified from time to time by and at the discretion of the Board, in which case Employee will be eligible for such modified benefits according to applicable insurance company or plan rules. Employee shall be responsible for Employee portions of premiums, deductibles, and co-pays, per applicable rules.

(e) Paid Time Off/Holidays. Employee shall be entitled to paid vacation, sick leave, and other paid leave ("PTO"). Sick leave may be taken for those reasons set forth in the Employer's sick leave policy. Employee shall be entitled to paid leave for all holidays as recognized by the District. Vacation and other leave may be taken at such times as will not materially affect the efficient operations of the District. Prior to taking such leave, while acting as Interim General Manager Employee shall notify the Board Chair concerning which days he will be on leave, his location while on leave, and contact information. After re-assuming duties as the Associate General Manager, the notification will be given to the General Manager.

(f) Withholding. The District shall withhold from amounts paid to Employee such amounts as shall be required by federal, state, and local laws, regulations, and rulings respecting taxes, unemployment compensation and disability compensation.

4. Termination.

(a) Termination by the District for Cause. The District may terminate Employee's employment hereunder for cause. For the purposes of this Agreement, cause shall be defined as follows:

- i. Employee's commission of an act of fraud, embezzlement, misappropriation, willful misconduct, or breach of fiduciary duty against the District, or any other action by Employee which has a material detrimental effect on the reputation or goodwill of the District, as reasonably determined by the Board, while Employee is acting as Interim General Manager, or by the General Manager after Employee reverts to his Associate General Manager and Treasurer duties, in the Board's or the General Manager's reasonable discretion, as applicable;
- ii. Employee's theft, dishonesty, or falsification of any document or record related to the District, as reasonably determined by the Board or the General Manager, as appropriate, in the Board's or the General Manager's reasonable discretion;
- iii. Employee's improper use or disclosure of the District's confidential or proprietary information, as reasonably determined by the Board or the General Manager, as appropriate in the Board's or the General Manager's reasonable discretion;
- iv. Employee's unlawful use or possession of illegal drugs on the District's premises or while performing Employee's duties and responsibilities;
- v. Employee's arrest or conviction (including any plea of guilty or nolo contendere) of any criminal act that, in the reasonable determination of the District, impairs Employee's ability to perform Employee's responsibilities with the District or has a material detrimental effect on the reputation or business of the District; or
- vi. Any material breach by Employee of this Agreement or applicable District policy, as reflected in the District's Employee Handbook or any other policy document distributed to District's Employees (if any), as such may be determined and updated by the District from time to time in its reasonable discretion.

(b) Termination by the District Without Cause. The District may terminate Employee's employment without cause only in compliance with the provisions of Section 4(d) below. For the purposes of this Agreement, without cause shall be defined as follows:

- i. Employee's incapacity due to the Employee's own disability or serious

health condition if Employee is (i) unable to return to duty after exhausting leave available to him under the Family and Medical Leave Act (FMLA) (to the extent the FMLA applies to the District at all), once he satisfies eligibility requirements for the same; or (ii) in the case of ineligibility for leave under the FMLA, has exhausted all leave generally available under District policies and Employee has been unable to perform his duties on a full-time basis for ninety (90) or more consecutive calendar days, or a total of ninety (90) days in any 180-day period;

- ii. Employee's failure to perform any assigned material duty to the satisfaction of the District (other than on account of disability), as determined by the District in its reasonable discretion; *provided, however,* that if such failure is reasonably capable of being cured in a timely fashion, termination of employment shall not occur until after Employee has been provided with a reasonable opportunity to cure such failure; or
- iii. Any other reason that does not constitute a "for cause" event.

(c) Notice of Termination. Any termination by the District shall be communicated by written Notice of Termination to Employee. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall (i) indicate the specific termination provision in this Agreement relied upon, (ii) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Employee's employment under the provision so indicated, and (iii) if such termination is by the District, state the date Employee's duties and responsibilities shall be terminated, which date may be any date prior to or including the date of termination of employment pursuant to the Notice of Termination, at the District's option.

(d) Effect of Termination Without Cause. In the event Employee's employment is terminated without cause pursuant to Section 4(b), the District shall pay to Employee the following: (i) Employee's base salary and benefits earned up to and including the date of termination; and (ii) a four (4) month continuation of Employee's salary and benefits in effect at the time of termination, if Employee was serving as Interim General Manager or General Manager, or a two (2) month continuation of Employee's salary and benefits in effect at the time of termination, if Employee was serving as Associate General Manager and Treasurer (this Subsection 4(d)(ii) being the "Severance Benefits"). Payment of Severance Benefits is conditioned upon the timely signing of an agreement and release (in a form satisfactory to the District) which will include a comprehensive release of all claims, including but not limited to all employment-related claims. Severance Benefits will be paid in installments throughout the severance period in accordance with the District's regular payroll schedule. If Employee's employment is terminated without cause but the Employee dies prior to executing an agreement and release, his or her estate or representative may

not execute an agreement and release and no Severance Benefits will be paid under this Agreement. This Section 4(d) does not apply to situations where Employee, and not the District, terminates his own employment under this Agreement.

(e) Effect of Termination on Any Other Basis. The parties agree that termination of Employee's employment pursuant to Section 4(a), or due to the death of Employee, or due the Employee's own decision to terminate his employment, shall not entitle Employee or his survivors to any payment or benefit under this Agreement except as may otherwise be stated herein or as may generally be applicable pursuant to the District's benefit policies in which Employee has enrolled.

5. Notice. For the purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when delivered or mailed, return receipt requested, postage prepaid, addressed as follows:

If to Employee:

Brian Hartsell

If to the District:

Greater Salt Lake Municipal Services District
Attn: Board Chair/General Manager
2001 S. State Street, #N3-600
Salt Lake City, UT 84190

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

6. Miscellaneous.

(a) Conditions to Effectiveness. This Agreement is contingent upon Employee's acceptance of this Agreement by signing below and by the approval of this Agreement by the Board and execution by the Board Chair or other duly authorized Board member.

(b) Amendment. No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in a writing signed by Employee and a duly authorized member of the Board.

(c) No Waiver. No waiver by either party hereto at any time of any breach by the

other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

(d) Entire Agreement/Merger Clause. No agreements or representations, oral or otherwise, expressed or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement supersedes any prior agreements with respect to the subject matter hereof.

(e) Governing Law. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the state of Utah.

(f) Severability. The provisions of this Agreement shall be regarded as severable and the invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date stated above.

Greater Salt Lake Municipal Services District:

By: _____
Joe Smolka, Board Chair

Employee:

Brian Hartsell

Attached and Incorporated as Part of This Employment Agreement:

Exhibit A: General Manager Job Description

Exhibit B: Associate General Manager and Treasurer Job Description

EXHIBIT "A"

JOB DESCRIPTION General Manager

DEPARTMENT: MSD Administration
REPORTS TO: MSD Board of Trustees
EFFECTIVE DATE: September 15, 2021

PAY GRADE: 210
FLSA STATUS: Exempt (salary)
LOCATION: 2001 S. State St.
#N3-600
Salt Lake City, UT 84190

JOB SUMMARY

The General Manager serves as the Chief Executive and Administrative Officer of the Greater Salt Lake Municipal Services District. Assists, directs, and manages the operations of the District at the general direction of the Board of Trustees and is a champion of the District's mission, vision, and values. Manages, oversees, and works with contracted service providers, other government agencies, and elected officials to ensure the effective provision of exceptional municipal services to the District and its members. Municipal services that are provided either directly or via contract include planning and development, human resources, administration including budget, animal services, public works, parks, justice court, municipal prosecution and indigent legal defense.

Serves as a liaison with elected officials of member municipalities and with community councils within District boundaries. Collaborates with and supports the Board of Trustees. Provides leadership to both the public and staff for long range and day-to-day responsibilities.

Performs all duties required by statute and by the District's Bylaws, Policies and Procedures. See msd.utah.gov for a description of the District, its member municipalities, and its services.

MINIMUM EDUCATION QUALIFICATION

Bachelor's Degree from an accredited college or university with major course work in public administration, business administration, finance, or other closely related field, plus eight (8) years of related experience. Master's degree in related field preferred and may be counted towards two (2) years of applicable experience. Experience may include public policy, management, communications, investing, budgetary and project management, planning, in positions of progressively more responsible experience including supervisor, management and leadership. Experience in local district government preferred. An equivalent combination of education and experience may be substituted.

Special Requirements

Must possess a valid Utah driver's license.

ESSENTIAL FUNCTIONS

The following duties and responsibilities are intended to be representative of the work performed by the incumbent(s) in this position and are not all-inclusive. The omission of specific duties and responsibilities will not preclude it from the position.

Applicants must be prepared to demonstrate the ability to perform the essential functions of the job with or without a reasonable accommodation.

- Manages the District under the direction of the District Board of Trustees.
- Conducts business on behalf of the District and ensures that services are provided satisfactorily to the members of the District.
- Performs a variety of professional, administrative, and managerial duties related to planning, directing, and controlling administrative processes.

- Acts as the liaison with elected officials within the District and with communities in unincorporated Salt Lake County.
- Directs grant management for the District and its municipalities.
- Coordinates with and supervises the Chief Financial Officer, Associate Manager and Treasurer, and Planning & Development Director and other employees as determined necessary.
- Keeps Board of Trustees informed of district activities and progress through regular updates.
- Ensures the implementation of the District's strategic plan through ongoing collaboration with employees and Board of Trustees.
- Attends and supports all meetings of the Board of Trustees; makes recommendations and carries out policies and programs established by the Board.
- Stays apprised of any legislation that may impact the District. Acts as a liaison for the Board of Trustees and the District to align goals and priorities with any statutory requirements.
- Oversees the Chief Financial Officer's efforts to prepare, present and manage the District's annual budget.
- Directs the preparation of the District's short-term and long-term financing and capital improvement programs.
- Directs the communication, outreach and marketing initiatives of the District.
- Demonstrates effective leadership skills and models integrity, respect, care for others, organizational values, and service excellence.
- Directs the implementation of policies and practices and ensures compliance with local, state and federal laws.
- Performs other duties as needed or assigned.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Local government functions
- Local and state legislative processes
- State code, including the requirements and provisions of Title 17B pertaining to local districts.
- Business English and mathematics
- Communication and public relations concepts, practices, principles, and strategies
- Principles and practices of organization administration budgeting and public information
- Information dissemination techniques and methods
- Project Management
- Human resource management, conflict management and mediation techniques
- Economic development principles and practices

Skills and Abilities to:

- Lead, manage, and direct the work of others
- Establish and maintain effective working relationships with elected officials, managers, employees, other agencies, and the public
- Read, understand, interpret, and execute codes relating to the district and its operations
- Execute banking and investment principles and policies
- Work under pressure with composure and exhibit emotional intelligence

- Demonstrate computer literacy with expert command of standard office tools, such as Microsoft Office Suite
- Work and communicate with a diverse workforce
- Communicate effectively verbally and in writing
- Train, inspire and delegate to direct reports and other employees

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This position requires work in a wide variation of conditions, from a typical office setting to field work. Must be able to attend evening meetings and some weekend events.
- While performing the duties of this job, the employee is frequently required to sit, walk, move, talk and hear. The employee is occasionally required to use hands to finger, handle, feel objects, tools, or controls; and reach with hands and arms.
- The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

EMPLOYEE REVIEW:

I have read the above and understand that it is intended to describe the general content of and requirements for performing this job. The job description does not imply an employment contract, nor is it an exhaustive statement of duties, responsibilities, or requirements. I understand that this description does not preclude my supervisor's authority to add or change duties or responsibilities and understand that the performance of other duties will be required from time to time in order to meet the company's needs.

I have been given a copy of this description.

Employee's Signature: _____ Date: _____
 _____ Employee's Printed Name: _____

APPROVALS:

Supervisor: _____ Date: _____

Human Resources: _____ Date: _____

EXHIBIT "B"
Associate General Manager Job Description



G R E A T E R S A L T L A K E
**Municipal Services
District**

JOB DESCRIPTION

Associate General Manager

DEPARTMENT: MSD Administration

PAY GRADE: 200

REPORTS TO: General Manager

FLSA STATUS: Exempt (salary)

EFFECTIVE DATE: August 14, 2019

LOCATION: 2001 S. State St. #N3-600
Salt Lake City, UT 84190

JOB SUMMARY

The Associate General Manager of the Greater Salt Lake Municipal Services District assists in directing and managing the operations of the District at the direction of the General Manager. Helps Manage, oversee and collaborate with Salt Lake County agencies, departments and elected officials that provide municipal services to the District.

Carries out necessary duties in the absence of the General Manager. Serves as a liaison with elected officials of member municipalities and with community councils in unincorporated Salt Lake County. Works with the Board of Trustees. Provides leadership to both the public and staff. Participates with the General Manager in day-to-day responsibilities.

The Associate General Manager also serves as the District Treasurer. Performs all duties required by statute and by the District's Bylaws, Policies and Procedures. Custodian of funds and responsible for the safekeeping and investment of District funds.

See msd.utah.gov for a description of the District, its member municipalities, and its services.

MINIMUM EDUCATION QUALIFICATION

Bachelor's Degree from an accredited college or university with major course work in public administration, business administration, finance or other closely related field, plus four (4) years of related experience. Master's degree preferred. Experience may include public policy, management, communications, investing, budgetary and project management, in position of progressively more responsible experience including supervisor, management and leadership. An equivalent combination of education and experience may be substituted.

Special Requirements

All public treasurers are required to be bonded or insured in accordance with Rule Number 4 of the Utah Money Management Council.

Must possess a driver's license.

ESSENTIAL FUNCTIONS

The following duties and responsibilities are intended to be representative of the work performed by the incumbent(s) in this position and are not all-inclusive. The omission of specific duties and responsibilities will not preclude it from the position.

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G R E A T E R S A L T L A K E

Municipal Services District

Applicants must be prepared to demonstrate the ability to perform the essential functions of the job with or without a reasonable accommodation.

- Assists in management of the District as assigned by and under the direction of the General Manager. (See job description for General Manager.)
- Assists with legal business on behalf of the District and ensuring services are provided satisfactorily to the members of the District.
- Performs a variety of professional, administrative, and managerial duties related to planning, directing and controlling administrative processes.
- Liaison with elected officials within the District and with communities in unincorporated Salt Lake County.
- Seeks and coordinates grants for the District and its municipalities.
- Performs statutory duties of Treasurer, such as those delineated in the Utah Money Management Act (Utah Code 51-7), and duties specified in District policy. Coordinates with Chief Financial Officer.
- Performs duties associated with internal controls related to cash and cash handling.
- Performs other duties as needed or assigned.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Local government functions
- Local and state legislative processes
- State code, including the requirements of the Utah Money Management Act and rules of the Utah Management Council, relating to the receipt, custody of and the investment of public funds
- Business English and mathematics
- Communication and public relations concepts, practices, principles, and strategies
- Principles and practices of organization administration budgeting and public information
- Information dissemination techniques and methods
- Project Management

Skills and Abilities to:

- Ability to lead, manage, and direct the work of others
- Ability to establish and maintain effective working relationships with elected officials, managers, employees, other agencies, and the public
- Ability to read, understand, interpret and execute codes relating to Treasurer's duties
- Ability to execute banking and investment principles and policies
- Computer literate with expert command of standard office tools, such as Microsoft Office Suite

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This position requires work in a wide variation of conditions, from a typical office setting to field work. Must be able to attend evening meetings and some weekend events.

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G R E A T E R S A L T L A K E

Municipal Services District

- While performing the duties of this job, the employee is frequently required to sit, walk, move, talk and hear. The employee is occasionally required to use hands to finger, handle, feel objects, tools, or controls; and reach with hands and arms.
- The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

EMPLOYEE REVIEW:

I have read the above and understand that it is intended to describe the general content of and requirements for performing this job. The job description does not imply an employment contract, nor is it an exhaustive statement of duties, responsibilities or requirements. I understand that this description does not preclude my supervisor's authority to add or change duties or responsibilities and understand that the performance of other duties will be required from time to time in order to meet the company's needs. I understand that my employment with the Greater Salt Lake Municipal Services District is at-will. I have been given a copy of this description.

Employee's Signature: B. Hartwell Date: 10/25/19

Employee's Printed Name: Brian Hartwell

APPROVALS:

Supervisor: [Signature] Date: 11-4-19

Human Resources: [Signature] Date: 10/28/2019

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