

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT is made as of the ____ day of _____, 2021 (the "Effective Date") 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 Marla Howard ("Employee").

RECITALS

- A. Employee currently serves as the District's Chief Financial Officer on the terms provided in this Agreement.
- B. Employee and the District desire to enter into this Agreement to reflect the terms and conditions of Employee's employment with the District as provided herein.

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 agrees to employ Employee, and Employee 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 the Effective Date and shall continue until terminated by the Employee or by the District. Nothing in this Agreement shall impact, in any way, the Employee's anniversary date of employment by the District or any benefits that have accrued to Employee since that date.
2. Position and Duties. Employee shall serve the District as "Chief Financial Officer," or reasonably similar title. Employee shall be employed on a full-time basis with the expectation that Employee will devote her full attention to the performance of her 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 Chief Financial Officer duties as more particularly described in the Chief Financial Officer 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 her from time to time by the Board of Trustees (the "Board") or the General Manager of the District. Employee recognizes that the Job Description included as Exhibit A may reasonably be modified by the District in its discretion to reflect changed circumstances and 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.

3. Compensation.

(a) Base Salary. Employee shall receive a minimum base salary of U.S. \$_____ per year.

(b) 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 or by the General Manager within parameters established by 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 as of the date established or approved by the Board.

(c) 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's 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") as provided in the MSD Personnel Policy. 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, Employee shall notify the District's General Manager which days she will be on leave, her location while on leave, and contact information.

(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 determined by the District in its reasonable discretion;

- ii. Employee's theft, dishonesty, or falsification of any documents or records related to the District, as reasonably determined by the District in its reasonable discretion;
- iii. Employee's improper use or disclosure of the District's confidential or proprietary information, as reasonably determined by the District in its 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 other policy documents distributed to District's Employees (if any), as such may be reasonably 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 paragraph 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 her under the Family and Medical Leave Act (FMLA) (to the extent the FMLA applies to the District at all), once she 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 her 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 duties 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 is 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 earned up to and including the date of termination; and (ii) a two (2) month continuation of Employee’s salary benefits in effect at the time of termination (this Subsection 4(d)(ii) being the “Severance Benefits”). Payment of Severance Benefits is conditioned upon the timely signing 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 sixty (60) day 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, 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 her 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 her employment, shall not entitle Employee or her 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:

Marla Howard

If to the District:

Greater Salt Lake Municipal Services District
Attn: 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 a notice 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 as of the Effective Date written above.

Greater Salt Lake Municipal Services District:

By: _____
Joe Smolka, Board Chair

Employee:

Marla Howard

Attached and Incorporated as Part of This Employment Agreement:

Exhibit A: Chief Financial Officer Job Description

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