

CENTRAL WASATCH COMMISSION

RESOLUTION No. 2023-05

A RESOLUTION APPROVING AND RATIFYING ENTRY INTO AN EMPLOYMENT AGREEMENT WITH ELLA WARNICK

WHEREAS, the board of commissioners (the “*Board*”) of the Central Wasatch Commission interlocal entity (the “*CWC*”) met in regular session on 6 March 2023 to consider, among other things, approving and ratifying the CWC’s entry into an employment agreement with **Ella Warnick** as a part-time employee of the CWC on the terms and conditions specified in that agreement (the “*Agreement*”); and

WHEREAS, the Board has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Board has determined that it is in the best interest of the CWC to approve and ratify the CWC’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Central Wasatch Commission that the attached Agreement is hereby approved and ratified, and that the CWC’s Executive Director-Administration is authorized and directed to execute and deliver the Agreement on behalf of the CWC.

This Resolution, assigned no. 2023-05, shall take effect immediately upon passage.

PASSED AND APPROVED this 6th day of March 2023.

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Jeff Silvestrini, Secretary

By: _____
Christopher F. Robinson, Chair of the Board

VOTING OF THE BOARD:

| | |
|----------------------|-----------------|
| Roger Bourke | Yea ___ Nay ___ |
| Dan Knopp | Yea ___ Nay ___ |
| Erin Mendenhall | Yea ___ Nay ___ |
| Christopher Robinson | Yea ___ Nay ___ |
| Jeff Silvestrini | Yea ___ Nay ___ |
| Michael Weichers | Yea ___ Nay ___ |
| Nann Worel | Yea ___ Nay ___ |
| Monica Zoltanski | Yea ___ Nay ___ |

DEPOSITED in the office of the Secretary this 6th day of March 2023.

FILED AND RECORDED this 6th day of March 2023.

CENTRAL WASATCH COMMISSION
41 North Rio Grande Street, Suite 102
Salt Lake City, UT 84101

January 20, 2023

Via E-Mail

Ella Warnick

Salt Lake City, UT 84____

Re: Employment Offer

Dear Ella:

It is a pleasure to extend to you an offer of employment with the Central Wasatch Commission interlocal entity (the “CWC”). We are looking forward to having you join us.

Here are the details of your employment:

1. You will start work on 1 February 2023 in the position of a part-time intern. As such, you will perform the following services for the CWC:

(a) Communicate the work of the CWC through digital and print media platforms including Facebook, Twitter, Instagram, and the CWC website.

(b) Assist in oversight of the CWC’s outreach work.

(c) Develop, organize and execute the CWC’s outreach events.

(d) Represent the CWC at community events in and around the Central Wasatch, including outreach events and trail-maintenance work days.

(e) Photograph the Central Wasatch for the CWC’s digital use.

(f) Internal operations as assigned, including maintenance of board reports, resolutions and other documents as required by State of Utah retention policies.

(g) Communicate to your supervisors any information, suggestions, ideas and recommendations regarding the CWC’s work that you believe may benefit the CWC.

(h) Such other related and unrelated services and duties as are customarily performed by an employee in a similar position or as may be assigned to you from time to time by your CWC supervisors.

Please be aware and remember during your employment by the CWC that you are not authorized to make commitments or contracts on behalf of the CWC.

2. In your job you’ll:

(a) Report to the CWC's Executive Director of Administration regarding administrative matters and to the CWC's Executive Director of Policy regarding outreach and communications matters.

(b) Be expected to be familiar with and committed to the CWC's mission and work as well as to utilize excellent written and verbal communication skills, collaborative interpersonal practices, sound critical-thinking and problem-solving skills, and to be organized in your job functions. You will comply with all applicable laws and regulations during your employment by the CWC, including those contained in the CWC's employee manual or announced to you from time to time by your supervisors.

3. You will work about 9-16 hours each week, as scheduled by your supervisors, with the potential for some evening and weekend work. Your position requires both in-person and remote work, as directed by your supervisors, and your work hours may be staggered as reasonably needed based on scheduled meetings of the CWC's public bodies or other factors. Light physical effort is part of your job, as is frequent exposure to stress resulting from human behavior and your job requirements.

4. You will be a non-exempt employee and will be paid bi-weekly, in arrears, at the rate of \$17.00 per hour based on your actual work hours and otherwise in accordance with the CWC's payroll practices. As a part-time employee you will not be eligible for health insurance coverage, retirement, paid time off or any other benefits. You will be entitled to reimbursement of your qualifying job-related expenses as per CWC policies, such as mileage reimbursement at then-current IRS rate for your CWC-related travel (excluding commuting) as and if requested by your supervisors.

5. Although it is anticipated that your internship with the CWC will last a minimum of approximately 5 months, you are and at all times will be an at-will employee whose employment may be terminated at any time by the CWC, with or without cause and with or without prior notice. Upon termination of your employment you only will be entitled to compensation for your work performed prior to the effective date of such termination. Upon termination of your employment, you are required to return all CWC property that you received during your employment, including equipment, keys, records, data, memoranda, models, and other items that are either owned by the CWC or are proprietary to the CWC.

6. The CWC shall own all social media postings and contacts arising through your work on behalf of the CWC, including all "followers" or "friends" that are acquired through accounts used or created on behalf of the CWC such as email addresses, blogs, Twitter, Facebook, YouTube and any other social media site or network. You will turn over those items (and any usernames or passwords) to the CWC upon termination of your employment.

Please acknowledge your receipt and acceptance of this job offer by countersigning this copy and returning it to the CWC within the next few days.

If you have questions, please contact the undersigned.

Blake Perez, Executive Director--Administration

I accept employment by the CWC as outlined above.

Ella Warnick

Date: 1 February 2023