

Resolution 11-2-12 R

INTERLOCAL AGREEMENT REGARDING RECREATION SERVICES

This Agreement is made this 27th day of November, 2012, pursuant to the Interlocal Cooperation Act, Chapter 13 of Title 11, Utah Code Annotated (1953), as amended (the "Act"), by and between Kane County, a body corporate and politic of the State of Utah ("County"), and Kanab City, a municipal corporation under the laws of the State of Utah (CITY).

WITNESSETH:

WHEREAS, all parties are public agencies within the meaning of Section 11-13-103(13) of the Act; and

WHEREAS, pursuant to §11-13-202 of the Act, the parties are empowered to engage in joint or cooperative action; provide services that they are each authorized by statute to provide; to exchange services that they are each authorized by statute to provide; or to do anything else that they are each authorized by statute to do; and

WHEREAS, the parties desire to jointly provide and enhance recreation services;

WHEREAS, this agreement does not:

1. include an out-of-state public agency as a party;
2. provide for either public agency to acquire or construct any new facility or improvement to real property;
3. provide for the acquisition or transfer of title to any real property by either party;
4. require either party to issue bonds;
5. create an interlocal entity;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, and in compliance with and pursuant to terms of the provisions of the Act as hereinabove set forth, the County and City do hereby contract and agree with each other as follows:

Duration: This agreement is to expire December 31, 2015, except that either party may formally withdraw as set forth herein.

No Interlocal Entity Created: This agreement shall not create an Interlocal Entity within the meaning of the Act.

Purpose: The purposes of this Agreement are set forth in the recitals above.

Manner of Financing: The City will pay the County \$35,000 annually as set forth more fully herein. The County will provide all other needed resources for the employment of a full-time recreation director.

Termination: The agreement shall terminate only upon written notice being served by either party 90 days before the date of termination. Any property acquired by any party in the furtherance of this agreement shall be retained by that party upon termination of this agreement.

County's Obligations: The County shall:

1. Hire a full-time Recreation Director using the job description included under Attachment A.
2. Obtain approval from Kanab City for any changes to the job description included under Attachment A.
3. Include one City designee in the recruitment, selection, and orientation for the Recreation Director.
4. Furnish all needed equipment, workstations, and resources related to the position of the Recreation Director.
5. Provide an annual report each January detailing:
 - a. The number and description of recreation programs within Kanab City facilitated by the Recreation Director.
 - b. The number participants for each program.
 - c. The Recreation Director's involvement with each program.
 - d. The number of special events within Kanab City facilitated by the Recreation Director.
 - e. The number participants for each event.
 - f. The Recreation Director's involvement with each event.
 - g. The average length of stay in local hotels for event visitors.
 - h. A breakout of time spent as referenced in Item 2 of the Essential Job Functions of the Job Description.
 - i. Any other information the Recreation Director deems useful for the City's evaluation of the effectiveness of this agreement.

City's Obligations: The City shall:

1. Pay the County \$35,000 annually in quarterly payments of \$8,750 beginning on January 1, 2013. However, if the County does not hire a recreation director by January 1st, 2013, the first quarterly payment shall be delayed until the date of hire and the first payment shall be prorated daily. If at any time during the course of this agreement the recreation director position becomes vacant for any reason, the following quarterly payment shall be prorated daily to reflect the time that the position was not filled. If a quarterly payment becomes due and the recreation director position remains vacant, the city may delay the prorated payment until the position is filled.
2. Coordinate regularly with the Recreation Director on the scheduling and maintenance of City-owned recreation facilities.

3. Work with the Recreation Director to determine an acceptable level of care for recreation facilities.

The only legal remedy should any party default in any of the covenants or agreements herein shall be termination of this agreement.

IN WITNESS WHEREOF, the said parties to this Agreement have hereunto signed their names the day and year first above written.

KANE COUNTY, a body corporate and politic, by and through its county commission:

ATTEST:

By [Signature]
Chairman

[Signature]
Karla Johnson, Clerk-Auditor

Approved as to form this 14 day of November, 2012, by the Kane County Attorney pursuant to §14-13-202.5, Utah Code Annotated (1953), as amended.

[Signature]
Kane County Attorney
Chief Deputy

Kanab City, a municipal corporation, by and through its Mayor:

ATTEST:

[Signature]
Mayor

[Signature]
Recorder

Approved as to form this 30th day of November, 2012, by the Kanab City Attorney pursuant to §11-13-202.5, Utah Code Annotated (1953), as amended.

[Signature]
Kanab City Attorney

ATTACHMENT A

Kane County
Job Description



Job Title: Recreation Director	Job Code:
Division: Tourism/Film Commission	Effective Date: 10/15/12
Department: Commission/Administration	Last Revised: 10/15/12

GENERAL PURPOSE

Performs a variety of **first-level supervisory duties** related to planning, organizing, and evaluating activities necessary to providing recreational programs for individuals and groups of all ages, and for establishing and maintaining effective relations with user groups. Meets with and receives input from Kanab City's Parks and Recreation Board and Kane County Tourism Advisory Board.

SUPERVISION RECEIVED

Works under the general supervision of the Office of Tourism Director.

SUPERVISION EXERCISED

Frequently determines own practices and procedures in varied work situations, and is expected to use independent judgment when appropriate. May supervise the work of others.

ESSENTIAL FUNCTIONS

1. Develop and implement a comprehensive Kanab/Kane County Recreation Program that will have wide appeal across all age groups. Take into consideration the needs, interests and volunteer base of communities.
2. Promote, organize, schedule, and supervise youth and adult leagues for a variety of sports. Work with volunteers to plan sporting events and tournaments with the intent to reflect joint criteria between Kane County and Kanab City, splitting the work load as follows: approximately ¼ time focused on planning and promoting new events, approximately ¼ time on Kanab recreational programs and approximately ¼ time on Kane County recreational programs.
3. Plan, organize, and schedule monthly programs such as recreational classes, clinics, workshops, and community special events with an emphasis towards scheduling events during the shoulder tourism periods. Programs to be updated and kept current with the addition of new events as needed.
4. Work with Kane County volunteer center to support, recruit, coordinate and organize significant volunteers to run events. Recruit, employ or train necessary officials.
5. Coordinate activities and maintain open communication and excellent public relations with City/County authorities, school district and other agencies.
6. Prepare communications to inform public of schedules pertaining to programs including pamphlets, web-based sites, social media and community calendar. Plan and direct promotion and publicity for programs and events. Set up online registrations.
7. Coordinate with City maintenance personnel and School District to insure fields and facilities are

- maintained at an acceptable, safe level.
8. Ensure that all programs are self supporting financially.
 9. Share responsibility to answer phones, greet people, and prepare correspondence. Maintain records such as attendance, income from fees, expenditures. Submit reports to the Kane County Office of Tourism Advisory Board, the Kanab City Manager and Kanab City Parks and Recreation Board as requested.
 10. Meet monthly with the Kanab Parks and Recreation Board.
 11. Attend recreational events as required to ensure smooth operation.
 12. Perform all work in accordance with sound safety practices.
 13. Performs related duties as required.

MINIMUM QUALIFICATIONS

1 Education and Experience:

A. B.S in Recreation or related field

AND

B. Sufficient experience in the hospitality industry to demonstrate an aptitude and ability to perform above and related duties;

OR

C. An equivalent combination of education and experience.

2 Required Knowledge, Skills and Abilities:

Considerable knowledge of the objectives and principles of public recreation, including a thorough understanding of activities which make up a community recreation program; maintain professional knowledge through journals and seminars, as directed;

Working knowledge of the computer and the Internet for Promoting, Advertizing and Communicating events to the community;

Some knowledge of marketing strategies and budget processes.

Skill in the use of standard office equipment, including the personal computer, at a high skill level.

Ability to possess personal characteristics that create and maintain interest and enthusiasm with public and private groups and individuals of all ages; be available as necessary, to make and receive contacts by telephone and in person efficiently and effectively during irregular hours; ability to communicate effectively and make presentations to large groups; ability to write effective proposals, reports, correspondence, and other informational and persuasive materials; ability to lift 50 lbs.

3 Special Qualifications:

Must have a current Utah drivers license. Must possess or be able to obtain a first-aid/CPR card within six months of employment. Must agree to and pass a complete background check. As an absolute condition of employment, employee is required upon hire to sign a drug-free workplace agreement and an agreement not to use tobacco products in any form, on the job. Must be able to work a variable schedule, including some evenings and Saturday's.

4 Working Environment:

Tasks require variety of physical activities, not generally involving muscular strain, such as

walking, standing, stooping, sitting, reaching, talking, hearing and seeing. Common eye-hand, finger, leg and foot dexterity exist. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and some creative problem solving. Frequent travel required in the normal course of job performance. Agility, for example, to go to facilities as necessary to monitor participants attending events for a minimum of four hours. Sensory ability as necessary to officiate athletic events and to monitor other events for safety and conformance to rules and regulations.

Disclaimer: The above statements describe the general nature, level, and type of work performed by the employee(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I _____ have reviewed the above job description. Date: _____
(Employee)