

**STANSBURY SERVICE AGENCY
OF TOOELE COUNTY**

**ADMINISTRATIVE POLICIES
AND PROCEDURES**

**Approved:
ADMINISTRATIVE POLICIES AND **PROCEDURES** MANUAL
Revised 04/25/07, by Majority Vote of the Board of Trustees**

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GOVERNMENT SUBDIVISION

1.0 ADMINISTRATIVE POLICY:

1.0.1 This document shall be known as the Stansbury Service Agency of Tooele County Administrative **Policies** and Procedures Manual.

1.0.2 The Stansbury Service Agency Administrative **Policies** and Procedure Manual shall be review annually by the Board of Trustees in an open public meeting during the month of May.

1.1 MISSION STATEMENT:

Stansbury Service Agency of Tooele County, hereinafter referred to as "Agency", was created pursuant to law on August 12th, 1992 by an Interlocal Agreement between the Stansbury Recreation Service Area of Tooele County, a political subdivision of the State of Utah organized and existing pursuant to authority of the Utah County Service Area Act and the Stansbury Greenbelt Service Area of Tooele County, a political subdivision of the State of Utah organized and existing pursuant to authority of the Utah County Service Area Act. The Agency is a political subdivision and operates as an independent **Special District** under Utah law. The Stansbury Service Agency was created for the purpose of undertaking and financing the services to be provided by and the ongoing operation and maintenance of all buildings, facilities, equipment, grounds, and all other resources and assets which are the properties of the Stansbury Recreation and Stansbury Greenbelt Service Areas.

1.2 BOARD OF TRUSTEES:

The Agency is governed by a Board of Trustees, hereinafter referred to as the "Board".

1.3 DISTRICT GOVERNMENT VESTED IN THE BOARD OF TRUSTEES:

1.3.1 Agency Government is vested in a Board of Trustees, which is the governing body of the Agency.

1.3.2 The Board is composed of six (6) trustees (three elected to Stansbury Recreation Service Area and three elected to Stansbury Greenbelt Service Area), elected for a four year term pursuant to Utah law and constitutes the policy making body of the Agency.

1.3.3 All employees will execute the will of the Board as expressed by Board policy and direction.

1.4 FUNCTIONS OF THE BOARD OF TRUSTEES:

1.4.1 Generally speaking, the Board exercises all powers and duties in the operation of the properties of the Agency as are ordinarily exercised by the governing body of a political subdivision, and has the final responsibility and authority in the administration of the affairs of the Agency.

1.4.1.1 The Managers of the Agency are appointed by the Board to administer the policies of the Board and to manage the day-to-day operation and affairs of the Agency.

1.4.2 The Board will evaluate the General Manager's performance and establish compensation level annually.

1.4.3 The Board will appoint, as deemed necessary, qualified professionals, and retain any other services for the good government of the Agency.

1.4.4 In every case, the will of the Board shall be expressed by at least a majority vote of a quorum of the Board. No statement or act of any individual member of the Board shall be viewed as the will of the Board.

1.4.5 No vote of the Board shall be taken unless a quorum of the Board is present.

1.4.6 The Board will review this document annually to ensure that it is pertinent and current.

1.5 LIMITATIONS OF ACTIONS AND AUTHORITY OF THE BOARD:

1.5.1 Individual Board members shall not give orders to any staff member except when assigned to do so by the majority of the Board, but may make individual suggestions and recommendations for the benefit of the Agency.

1.5.2 Nothing in this section shall prevent a majority of the Board from appointing committees of its own members to conduct investigations into the conduct of any employee, or any matter relating to the welfare of the Agency, and delegating to these committees such powers of inquiry, as the Board may deem necessary.

1.6 OATH OF OFFICE:

1.6.1 Prior to assuming official duties, each Trustee shall take and subscribe, before the District Clerk authorized to administer oaths, to an oath that he will support the Constitution of the United States and the State of Utah, and will honestly, faithfully, and impartially perform the duties of his office and that he will not be interested directly or indirectly in any contract let by the Agency.

1.7 CHAIRMAN OF THE BOARD OF TRUSTEES:

1.7.1 Duties - The Chairman shall:

1.7.1.1 Serve as Chairman of the Board and preside at all meetings thereof.

1.7.1.2 Execute, on behalf of the Agency, all bonds, resolutions of the Board, and, where required, contract, other written obligations, and may countersign disbursement checks.

1.7.1.3 Attend and, if appropriate, preside at ceremonial activities (including, but not limited to ribbon-cutting, open houses and receptions), in which ceremonial representation is needed or sought.

1.7.1.4 Be a spokesperson for the Board, when the Board directs. When the Chairman acts as a spokesperson for the Agency, he/she should speak for the majority of the Board; when the Chairman is speaking for or in capacity as an individual member of the Board, he/she should clearly identify that limited capacity.

1.7.1.5 Represent the will of the Board.

1.7.2 The Chairman shall have no administrative or executive duties. The Chairman will at all times represent the will of the Board in directing the General Manager or any staff in the performance of their assigned duties.

1.8 BOARD COMPENSATION:

1.8.1 Each member of the Board of Trustees may receive as compensation for attending the regular meetings of the Board such sum as authorized by statute, payable annually, and necessary traveling expenses actually expended while engaged in the performance of official duties.

DISTRICT ADMINISTRATION

2.1 STRUCTURE OF DISTRICT ADMINISTRATION:

- 2.1.1 The General Manager at the direction of the Board is responsible for the daily operation of the Agency.
- 2.1.2 Each person employed by the Agency shall have such authority as is necessary to enable them to carry out duties and responsibilities assigned by this document or by direction of the General Manager. The designation of a duty or responsibility shall constitute such authority as is necessary to effect the duty or responsibility so imposed.

2.2 FIDELITY BONDS:

- 2.2.1 Employees and Board members of the Agency, as hereinafter designated shall, when assuming the duties of their office, be covered by an official blanket bond conditioned for the faithful performance of duties of that office according to the laws and ordinances of the Agency with corporate sureties. The premium of the surety bond shall be paid by the Agency and renewed annually by the District Clerk.
- 2.2.2 The Treasurer and the District Clerk of the Agency, as hereinafter designated shall, when assuming the duties of their office, be covered by an official Treasurer's Bond conditioned for the faithful performance of the duties of that office according to the laws and ordinances of the Agency with corporate sureties. The premium of the surety bond shall be paid by the Agency and renewed annually by the District Clerk. The bond amount is determined annually by the dollar amount of that year's Agency budget as required by law.

2.3 APPOINTMENT OF THE GENERAL MANAGER:

The Board of Trustees, by a majority vote of its full membership, shall appoint the General Manager. The General Manager shall be appointed solely on the basis of ability, integrity, and prior experience relating to the duties of the office, including but not limited to abilities of public administration and leadership and managerial capabilities that, in the opinion of the Board, befit them to provide professional direction to the Agency. No Trustee shall simultaneously hold the position of Trustee and General Manager.

2.4 POWERS AND DUTIES OF MANAGERS:

2.4.1 All Managers shall:

2.4.1.1 Faithfully execute and enforce all applicable laws, rules and regulations and see that all franchises, leases, permits, contracts, licenses and privileges granted by the Agency are observed;

2.4.1.2 Carry out the policies and programs established by the Board of Trustees;

2.4.1.3 Examine and inspect the books, records, and official papers of the Agency, and make investigations and require reports from personnel;

2.4.1.4 Establish standards, qualifications, criteria, and procedures to govern the appointment of employees within the Agency, subject to any applicable provisions of the Personnel Rules and Regulations and this Document;

2.4.1.5 Submit to Board plans and programs relating to the development and needs of the Agency, and annual or special reports concerning the financial, administrative and operational activities of the Agency;

2.4.1.6 The General Manager and Office Manager/District Clerk shall attend all meetings of the Board and take part in its discussion and deliberations. The General Manager and Office Manager/District Clerk shall submit reports on Agency business as determined by the Board. The Pool Manager shall attend one meeting prior to pool season, one meeting following pool season and one meeting per month during pool season. The Pool Manager shall submit reports as determined by the Board;

2.4.1.7 Recommend to the Board for the adoption such measures as they deem necessary or expedient;

2.4.1.8 In cooperation with the Board, help prepare an annual budget, which shall include Daily Operations, Capital Projects, Anticipated Revenues, and other financial information;

2.4.1.9 Notify the Board of any emergency existing within the Agency;

2.4.1.10 Notify the District Clerk who shall schedule, and cause notice thereof to be published, as may be required by law, such public hearings before the Board as are required by law, including but not limited to:

Tax Rate Hearings; Adoption of Agency Budgets;
Adoption of Amendment to Agency Budgets;
Annexation Hearings; Change of Fee Hearings.

- 2.4.1.11 Execute such contracts as are necessary for the good order and functioning of the Agency, as adopted by the Board of Trustees;
- 2.4.1.12 Implement and administer such plan as approved by the Board for the compensation of Agency employees;
- 2.4.1.13 Approve such expenditures made for official Agency business, provided such expenditures are within the appropriations contained within the appropriate budget as adopted by the Agency;
- 2.4.1.14 Discharge and other duties specified by statute or designated by the Board;
- 2.4.1.15 Develop, implement, and administer Personnel Rules and Regulations as approved by the Board.

2.5 SUPPLEMENTAL POWERS AND DUTIES:

2.5.1 In addition to the powers and duties enumerated in **Section 2.4** above, the General Manager may:

- 2.5.1.1 Designate himself or some other employee to perform the duties of any office or position under his control which is vacant or which lacks administration due to the absence or disability of the incumbent.

2.6 REMOVAL OF THE GENERAL MANAGER:

The General Manager serves at the pleasure of the Board of Trustees. The Board may, at its pleasure, by majority vote of the entire Board, remove the General Manager. Except in the case of removal for proven malfeasance in office, the Manager, upon his removal, shall be paid the unpaid balance of his salary due to the date of removal together with his salary at the same rate for two (2) months following the date of his removal.

2.7 APPOINTMENT OF ATTORNEY:

The Board shall appoint a qualified person, who is a member of the Utah State Bar in good standing, to be Attorney for the Agency.

2.8 DUTIES OF ATTORNEY:

The appointed Attorney shall act as Attorney for the Agency and perform such other duties as assigned by the General Manager and/or Board.

2.9 APPOINTMENT OF CONSULTING ENGINEER:

The Board shall designate and appoint a qualified professional engineer, registered under Chapter 22 of Title 58 of the Utah Code, to be the Consulting Engineer of the Agency.

2.10 DUTIES OF CONSULTING ENGINEER:

As the Consulting Engineer, perform engineering work, and such other duties as assigned by the General Manager and/or Board.

2.11 APPOINTMENT OF DISTRICT CLERK/OFFICE MANAGER:

The Board shall appoint a qualified person to be District Clerk/Office Manager for the Agency.

2.12 DUTIES OF THE DISTRICT CLERK/OFFICE MANAGER:

Act as the Office Manager of the Agency and perform such other duties as assigned by the Board or the General Manager.

2.12.1 The District Clerk/Office Manager shall act as the Agency Clerk as set forth in the Uniform Fiscal Procedures Act.

2.12.2 The District Clerk/Office Manager shall act as the Records Officer for the Agency.

DISTRICT FINANCE

3.1 BUDGET OFFICERS:

The Managers shall function as budget officers, as designated in the Utah Uniform Fiscal Procedures Act for Special Agencies. The Managers are authorized to make expenditures for:

- 3.1.1 Payroll;
- 3.1.2 Repetitive contractual obligations such as utility bills; and/or
- 3.1.3 All items approved by the Board in the annual budget or by specific Board actions.

3.2 PREPARATION OF BUDGET:

- 3.2.1 Prior to or during the regularly scheduled meeting of the Board in September of each year, the budget officers and Board shall jointly develop preliminary revenue, operating and capital budgets.
- 3.2.2 On or before the first regularly scheduled meeting of the Board in November of each year, the budget officers shall prepare for the ensuing fiscal year, and file with the Board, tentative revenue, operating and capital budgets, together with specific work programs and any other supporting data required by the Board.
- 3.2.3 The tentative budgets shall be reviewed and considered by the Board at any regular meeting or any special meeting called for the purpose. The Board may make any changes considered advisable in the tentative budgets, pursuant to statute.
- 3.2.4 The Board shall adopt operating and capital budgets for the ensuing fiscal year prior to the beginning of each such fiscal year.
- 3.2.5 Upon final adoption, the operating and capital budgets shall be in effect for the budget year, subject to later amendment. During the budget year, the Board may, in any regular meeting or special meeting called for that purpose, review the operating and/or capital budgets for the purpose of determining if the total should be increased.
- 3.2.6 The budget may be reopened at any time during the fiscal year, with the District Clerk/Office Manager properly noticing the meeting in accordance with statute.
- 3.2.7 The budget shall contain an Agency contingency to pay for any unanticipated expenses or to cover budget line items over-runs. The contingency may only be used upon approval by the Board of Trustees.

3.2.8 When a total line item appropriation is exceeded, the over-run may be covered by a transfer from another line item in the budget with the approval of the Managers and Board.

3.3 REPORTS:

3.3.1 The District Clerk/Office Manager shall prepare, and present to the Board, monthly summary financial reports and quarterly detailed financial reports showing the financial position and operations of the Agency for that quarter and the year-to-date status of the Agency.

3.3.2 Within 120 days after the close of each fiscal year, the District Clerk/Office Manager shall present the Board an annual financial report prepared in conformity with generally accepted accounting principles, as prescribed in the Uniform Accounting Manual for Special Agencies. The requirement may be satisfied by presentation of the audit report furnished by an independent auditor, if the financial statements included therein are appropriately prepared and reviewed with the Board.

3.4 INDEPENDENT AUDITOR:

3.4.1 The independent auditor retained by the Board has the responsibility of reporting whether the Agency's financial statements are prepared in conformity with generally accepted principles. Copies of the annual financial report of the audit report furnished by the independent auditor shall be filed as a public document in the office of the Agency.

3.4.2 The Board of Trustees shall select the Agency's independent auditor.

3.5 CHECKS:

All checks shall be signed both by the appointed Treasurer and by a Trustee or the District Clerk/Office Manager. If the Treasurer is unavailable, the check may be signed by a Trustee and the District Clerk/Office Manager.

PURCHASING

4.1 SCOPE:

- 4.1.1 This section shall except where otherwise noted, govern the acquisition of real or personal property, supplies or services, and disposal of property, whether real or personal, by the Agency.
- 4.1.2 No purchase shall be made and no encumbrances shall be incurred for the benefit of the Agency except as provided in this Chapter.
- 4.1.3 No purchases shall be made and no encumbrances shall be incurred unless funds sufficient to cover the purchases or encumbrances have been budgeted and are available within the approved budget or unless the purchases or encumbrances are approved by the Board by a vote at a regular Board meeting.

4.2 PROCUREMENT OFFICERS:

- 4.2.1 Designation: The Managers shall act as and are herein designated to be the Procurement Officers of the Agency.
- 4.2.2 The Managers are hereby the authorized officers charged with the responsibility of staying within the budget and authorizing no expenditures in excess of said budget as required by Utah Fiscal Procedures Act for Special Agencies.

4.3 PURCHASING AND CONTRACTING PROCEDURES:

- 4.3.1 Operations and Maintenance:
 - 4.3.1.1 Small Purchases: All purchases of goods and services of \$1,000 or less are small purchases.
 - 4.3.1.1.1 A request for a purchase of goods or services totaling less than \$1000 shall be approved by the Managers. A purchase of goods or services for less than \$1,000 shall be made in the manner deemed most appropriate by the Managers.
 - 4.3.1.1.2 A purchase of goods and services for at least \$1,000, but not more than \$5,000 may be awarded after the solicitation of price quotations from enough prospective vendors or suppliers to reasonably ensure that the Agency received the best price. Such quotations in excess of \$1,000 shall be in writing.

- 4.3.1.2 Purchases Other than Small Purchases: Whenever the total price of a contract or purchase exceeds \$10,000, the contract shall be awarded after Board review of at least three (3) price quotations. Whenever the total price of a contract or a purchase exceeds \$40,000, the contract must be awarded following an approved bid process. (This is a new amount as explained in UASD training 2006.)
- 4.3.1.3 Funds designated for the purchase of goods or services under a particular budget line item may not be used for the purchase of goods or services under a different line item without the prior approval of the Board.
- 4.3.1.4 Funds designated for a particular cost center's use within a budget line item may not be utilized by a different cost center for goods and services within the same budget line item without the approval of the Board.
- 4.3.1.5 All purchases shall be reported to the Board of Trustees by the District Clerk/Office Manager for review at the next regular Board meeting.
- 4.3.2 Bond Construction Fund and Other Capital Fund Expenditures:
 - 4.3.2.1 Projects shall be submitted to the Board of Trustees for authorization for funding.
 - 4.3.2.2 Construction Change Orders must be approved by the Board.
 - 4.3.2.3 Upon completion of each project, a final summary of costs shall be submitted to the Board of Trustees by the District Clerk/Office Manager for review.
- 4.3.3 Other Expenditures or Fund Transfers: All other expenditures or fund transfers shall be submitted to the Board by the District Clerk/Office Manager for review.
- 4.3.4 The Board may waive the above requirements at such a time as the public good justifies such action and shall not be prohibited by the terms of this section from awarding contracts or purchase orders without advertisement or other solicitation if the item to be procured is a brand-name type product, which can be procured from only one source. No contract or purchase order in excess of \$5,000 may be awarded for such brand-name type of product without the review of the Board.
- 4.3.5 An official copy of each awarded purchase order or contract, together with all necessary attachments, including assignments, shall be retained by the Managers and forwarded to the District Clerk/Office Manager to be kept in an appropriate file open to the public for such period of time after termination of the contract as an action against the Agency might ensue under applicable statutes of limitations. After such period of time, purchase orders, contracts and attachments may be destroyed by the direction of the District Clerk/Office Manager.

4.4 CONTRACTS AWARDED BY SEALED BIDDING:

- 4.4.1 Contracts shall be awarded by competitive sealed bidding except as otherwise provided by in this section.
- 4.4.2 An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description and all contractual terms and conditions applicable to the procurement.
- 4.4.3 Public notice of the invitation for bids shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with these rules and regulations. The notice may include publication in a newspaper of general circulation **at** a reasonable time prior to bid opening.
- 4.4.4 Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in invitation for bids. The amount of each bid and any other relevant information specified by rules and regulations, together with the name of each bidder, shall be recorded. The record and each bid shall be open **for** public inspection.
- 4.4.5 Bids shall be unconditionally accepted without alteration or correction, except as authorized in these sections. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, deliver and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable. The criteria may include discounts, transportation costs, and total of life cycle costs. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.
- 4.4.6 Correction or withdrawal of inadvertently erroneous bids before or afterward, or cancellation of awards or contracts based on such bid mistakes, shall be permitted in accordance with these rules and regulations. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the Agency or fair competition shall be permitted. Except as otherwise provided by these rules and regulations, all decisions to permit the correction or withdrawal of bids or to cancel awards or contract based on bid mistakes shall be supported by a written determination made by the Board.
- 4.4.7 The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event that all bids for a construction project exceed available funds as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such funds by

more than five percent (5%), the Board is authorized, in situations where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate **and adjustment of the bid price**, including changes in the bid requirements, with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.

- 4.4.8 When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been qualified under criteria set forth in the first solicitation.
- 4.4.9 In determining the responsibility of any bidder, the Board may take into account other factors in addition to financial responsibility, such as past records or transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specified time limit, and other pertinent considerations.
- 4.4.10 Any and all bids received in response to an advertisement may be rejected by the Board if the bidder is not deemed responsible, **or the character or quality of services**, supplies, materials, equipment, or labor does not conform to requirements, **or if the public interest may otherwise be served thereby**.

4.5 TYPE OF CONTRACTS:

- 4.5.1 Any type of contract which will promote the best interests of the Agency may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such a contract is likely to be less costly to the Agency than any other type or that is impracticable to obtain the supplies, services or construction required except under such a contract.
- 4.5.2 Except with respect to firm, fixed-price contracts, no contract type shall be used unless it has been determined in writing, by the Board, that the proposed contractor's accounting system will permit timely development of all necessary **cost data** in the form required by the specific contract-type contemplated and the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting **principles**.
- 4.5.3 Contracts for supplies and services may be entered into for any period of time deemed to be in the best interest of the Agency. However, the contract must state that payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

4.6 EMERGENCY PROCUREMENT:

- 4.6.1 Notwithstanding any of the provisions of these rules and regulations, when there exists a threat to public health, welfare, or safety under emergency conditions, the Board may make or authorize others to make emergency procurement, provided that emergency procurement shall be made with as much competition as practicable under the circumstances.
- 4.6.2 A written determination of the basis for the emergency and the selection of the particular contractor shall be included in the contract file.

4.7 EXEPTIONS TO COMPETITIVE BIDDING:

Contracts which by their nature are not adapted to award by competitive bidding, such as a contract for the services of individuals possessing a high degree of professional skills, or where fitness abilities play an important part, shall not require competitive bids.

- 4.7.1 Products or services currently defined and contracted for open purchase by the State of Utah shall not require competitive bids.

4.8 BIDDING PROCEDURES:

- 4.8.1 The Board may reject any and all bids for any valid reason. Nothing contained in this section shall be construed to prohibit the Board from placing additional announcements in recognized trade journals. Advertisement for bids shall describe the character of the proposed contract or agreement in sufficient detail to enable prospective bidders to know what their obligations would be. The description may be made in the advertisement itself, or by reference to detailed plans and specifications on file at the time of the publication of the first announcement. The advertisement shall state the date, time and place assigned for the opening of bids, and no bids shall be received at any time or place subsequent to the time and place indicated in the advertisement.
- 4.8.2 An extension of time may, however, be granted for the opening of such bids upon publication in a newspaper of general circulation in Tooele County, State of Utah, of the date to which the bid opening has been extended. The time for opening of the extended bid shall not be less than ten (10) days after the publication thereof. Sundays and legal holidays excluded.
- 4.8.3 The Board of Trustees hereby declares that contracts will not be entered into on behalf of the Agency if misconduct has been discovered prior to the

execution of the contract. In this regard, the Board further states that no Agency officer or employee has authority either actual, apparent, or implied, to negotiate or execute any such contract and that such contract shall, in the sole discretion of the Board, be **voidable**, unless the action of the Agency officer or employee in executing the contract is ratified by affirmative action of the governing body after the misconduct was discovered and made known to the Board.

- 4.8.4 All persons or firms responsible for any misconduct prohibited by statute shall be liable to the Agency for any losses incurred by the Agency as a result of any contract awarded as a result of any such misconduct.

4.9 BID BONDS:

Bonds of bidders are required with sufficient sureties and in such amount as shall be deemed adequate and approved by the Board, not only to insure performance of the contract or purchase order in the time and manner prescribed but also to save, indemnify, and hold the Agency harmless against losses, damages, claims, and liabilities which may arise in the performance of the contract or purchase order.

4.10 DISPOSAL OF SURPLUS PROPERTY:

- 4.10.1 Any surplus property shall be reported to the Board of Trustees. Surplus property shall not be sold unless authorized by the Board.

EMPLOYEE PERSONNEL SYSTEM

5.1 MANAGER'S POWER AND AUTHORITY:

5.1.1 All Managers shall:

5.1.1.1 Administer the Personnel Program of the Agency.

5.1.1.2 Formulate personnel principles and programs designed to:

5.1.1.2.1 Assure that employment in the Agency is based upon open competition and merit, and is free from personal and political considerations;

5.1.1.2.2 Provide a just, equitable, and market-based compensation plan to promote high morale, efficiency and economy in the operation of the Agency.

5.1.1.3 Prepare and revise classification plans and job descriptions.

5.1.1.4 Recommend salary schedules for approval by the Board.

5.1.1.5 Establish and maintain a roster of all employees, setting for each officer and employee, class, title of position, salary, any changes in class or title, status, and such other data as may be deemed desirable or useful. These records shall be submitted to and kept by the District Clerk.

5.1.1.6 Maintain an accurate organizational chart.

5.1.1.7 Develop, acquire and administer such recruiting and examining programs as may be necessary to obtain competent applications to meet the needs of the Agency.

5.1.1.8 Propose, develop, or otherwise acquire and coordinate training and educational programs for Agency employees.

5.1.1.9 Search for and inquire about ways and means of improving personnel procedures.

5.1.1.10 Develop, with the Board, a workable performance evaluation system.

5.1.1.11 Prepare a managing document or table of organization as part of the budget to be approved by the Board.

5.1.1.12 Act as negotiator on behalf of the Board of Trustees with any group of

employees in any collective bargaining process.

5.1.1.12.1 If any known conflict of interest exists as a result of the Managers acting as negotiator on behalf of the Board of Trustees with any group of employees in any collective bargaining process, the Managers shall notify the Board of Trustees in writing of such conflict of interest in advance of the negotiations.

5.1.1.13 With consent of the Board, enter into any appropriate collective bargaining agreement duly negotiated with the appropriate collective bargaining representative and such agreement shall supersede any personnel rules or regulations issued by the Managers.

5.2 ADOPTION OF PERSONNEL RULES AND REGULATIONS MANUAL:

The Managers shall prepare and present to the Board such Personnel Rules and Regulations as he/she deems necessary. The Personnel Rules and Regulations shall be adopted as part of the Agency's Personnel Policies and Procedures.

5.3 COMPENSATION OF THE MANAGERS:

The Manager's compensation shall be reviewed annually by the Board.

DISTRICT MEETINGS

6.1 TYPES OF MEETINGS:

- 6.1.1 Regular Meeting: A regularly scheduled meeting of the Board of Trustees for which notice of the date, time and place has been given in the Annual Meeting Schedule.
- 6.1.2 Special Meeting: Any meeting of the Board that replaces or is held in addition to regular meeting.
- 6.1.3 Emergency Meeting: A special meeting held as a result of unforeseen circumstances to consider matters of an urgent or emergency nature.

6.2 PLACE OF MEETINGS:

Except as may be otherwise determined meetings of the Board of Trustees shall be held at the principal place of business of the Agency.

6.3 PUBLIC NOTICE OF MEETINGS:

- 6.3.1 Annual Notice: The District Clerk shall post **an** annual schedule of the regular meetings of the Board at all times in a conspicuous place at the principal offices of the Agency. The annual schedule of regular meetings of the Board shall be sent, via email or fax to the Tooele Transcript Bulletin, and other such organizations and individuals requesting such a schedule.
- 6.3.2 Regular Meeting Notice: Notice of the date, time, place and agenda for each regular meeting shall be posted at the principal offices of the Agency and sent, via email or fax not less than 24 hours before the beginning of each meeting to the Tooele Transcript Bulletin, and other such organizations and individuals requesting such notice.
- 6.3.3 Special Meeting Notice: Where possible, the notice described above in Section 6.3.2, shall be given for special meetings. **However**, when unforeseen circumstances require a special meeting, including but not limited to an emergency meeting, such notice requirements may be disregarded and the best practicable notice given. No special meeting shall be held until a reasonable attempt has been made to notify all Trustees, and a majority of such Trustees are contacted and polled and agree to hold such special meeting.
- 6.3.4 Meeting at a place other than the principal office of the Agency: Notice of a meeting to be held at a place other than the principal offices of the Agency shall be given as provided by statute.

6.4 NOTICE TO TRUSTEES:

Notice of all regular and, when possible, special meetings of the Board shall be sent by the District Clerk via email to all members of the Board at least two days in advance of each meeting. Such notice shall include the date, time, and place of the meeting as well as the agenda for the present meeting.

6.5 CONDUCT OF MEETINGS:

6.5.1 All meetings of the Board shall be conducted according to Robert's Rules of Order when so requested by any member of the Board.

6.5.2 Any member of the Board shall have the right to place any matter on the agenda if a reasonable notice of at least two days is given. The meeting shall follow the agenda unless otherwise agreed.

6.6 QUORUM:

A majority of the actual number of Trustees shall constitute a quorum for the transaction of Agency business. A concurrence of a majority of the quorum in any matter within the scope of the duties of the Board of Trustees shall be sufficient for the determination of such matter, except as otherwise required by statute or herein.

6.7 PRESUMPTION OF ASSENT:

A Trustee that is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered into the minutes of the meeting and unless he shall file his written dissent to such actions with the District Clerk or the Chairman of the Board before the adjournment of the meeting. A written dissent shall not apply to a Trustee who voted in favor of such action.

6.8 NO PROXY:

No Trustee may appoint another individual by proxy or otherwise to assume his responsibilities as Trustee.

6.9 OPEN AND CLOSED MEETINGS AND ACTIONS TAKEN:

6.9.1 Open Meeting: All meetings of the Board, except closed meetings as defined in Utah Code, shall be open to the public.

Closed Meeting: Except as otherwise directed by the Board of Trustees, closed meetings shall be open only to Board officers, members of the Board, and staff members of the Agency. A closed meeting may be held upon an affirmative vote

of two-thirds of the members of the Board present at an open meeting for which notice is given, provided a quorum is present.

6.9.2 Actions Taken: No ordinance, resolution, rule, regulation, contract or appointment shall be approved at a closed meeting.

6.10 MINUTES OF MEETINGS TO BE KEPT:

6.10.1 Open Meeting: Written minutes shall be kept by the District Clerk of all open meetings. Such minutes shall include:

6.10.1.1 The date, time and place of the meeting;

6.10.1.2 The names of members present or absent;

6.10.1.3 The substance of all matters proposed, discussed, or decided, and a record, by individual member, of votes taken;

6.10.1.4 The names of all citizens who appeared and the substance in brief testimony;

6.10.1.5 Any other information that any member of the Board requests to be entered in the minutes.

6.10.2 Closed Meeting: Minutes of closed meetings shall be kept as outlined in State Statute.

IDEMNIFICATION

7.1 INDEMNIFICATION OF EMPLOYEES:

Trustees, officers and employees of the Agency shall be indemnified for acts and omissions occurring during the performance of their duties, within the scope of their employment or under color of authority pursuant to the provisions of the Utah Governmental Immunity Act.

ETHICS

8.1 ETHICS:

- 8.1.1 Trustees, officers and employees are required to disclose actual or potential conflicts of interest between their public duties and their private interests.
- 8.1.2 The conduct of Agency Trustees, officers and employees shall be consistent with, among other things and by way of limitation, Utah law, statutes and code pertaining to Special Districts and Government Entities.

AUDIT COMPLIANCE

9.1 CASH MANAGEMENT:

- 9.1.1 All funds are to be deposited on a daily basis where possible, or at least every three-business days.
- 9.1.2 Investment transactions are to be conducted only with institutions authorized by Utah Money Management Council.
- 9.1.3 Funds may not be invested for terms which exceed the anticipated date of the expenditure of the funds.
- 9.1.4 Funds may only be invested in instruments and assets authorized by law.
- 9.1.5 All securities are to be delivered to an authorized safekeeping custodian within 15 days of the transaction.
- 9.1.6 Selection of investments shall be made with the exercise of that degree of judgment and care which men of prudence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital, as well as the probable benefits to be derived.
- 9.1.7 All public funds invested in deposit instruments should be invested with qualified depositories within Utah, unless national market rates on instruments of similar quality and term significantly exceed those offered by qualified depositories within the State.

9.2 PROPERTY TAX LIMITATIONS:

- 9.2.1 The Agency shall, before June 22 of each year, adopt a tax rate not to exceed the certified tax rate and report the rate and levy to the Tooele County Auditor.

9.3 PUBLIC DEBT:

- 9.3.1 The Agency shall contract no debt in excess of state statute limits.

9.4 RECORDS ACCESS AND MANAGEMENT POLICY:

9.4.1 General Purpose:

- 9.4.1.1 The Agency adopts this policy to establish guidelines for open government information recognizing the need to maintain and

preserve accurate records, provide public access to public records and preserve the right of privacy of personal data collected or received by the Agency.

9.4.2 The Agency will comply with the Government Records Access and Management Act (GRAMA).

9.4.2.1 The Agency may adopt or a policy relating to information, practices including classification, designation, access, denials, segregation, modification to general prevision of State law, where allowed , to best meet the public need, operation, management capabilities and resources of the Agency.

9.5 OTHER GENERAL COMPLIANCE:

9.5.1 The Agency will comply with and uphold all does, ordinances, statutes and laws pertaining to the Agency and political subdivision.

9.5.2 A current copy of Utah Code pertaining to Special Districts and political subdivisions will be kept on file by the District Clerk and be accessible to the Board for review.

9.5.3 Annual changes to Utah State Code will be filed by the District Clerk and may be reviewed by the Board when reviewing this Administrative Policy **or** at their pleasure.

9.6 CONFLICTS AND INVALIDITY CLAUSE:

9.6.1 If any provision, paragraph, **word**, section, or chapter hereof is invalidated by any court of competent jurisdiction, or by any state or federal statute, the remaining provisions, paragraphs, words, sections and chapters hereof shall not be affected and shall continue in full force and effect.

