

MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Randi Gallivan, Town Clerk

DATE: July 19, 2018

RE: **Town Administrator Agreement**

Attached is the executed Agreement with the Town Administrator. It was signed on June 27, 2018 by Karen Proctor and Lisa Jones for the Town. The Board needs to ratify the signed Agreement.

Employment Agreement

Introduction

This Agreement, made and entered into this 27th day of June, 2018, by and between the Town of Foxfield, State of Colorado (the "Town") and Karen Proctor, (the "Employee") an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: Duties and Authority

The Town agrees to employ Employee as Town Administrator to perform legally permissible and proper duties and functions as the Board of Trustees shall from time to time assign. A description of the Employee's duties is attached hereto as **Exhibit A**.

Section 2: Compensation

A. The Town agrees to pay Employee a salary of \$5,700.00 per month for up to twenty (20) hours of work each week, payable in the same manner and at the same time as other Town employees. Employee time worked in excess of twenty (20) hours per week shall require advance approval by the Board of Trustees and, when approved, will be compensated at an hourly rate of \$65.00.

B. Employee's compensation includes three twenty (20) hour weeks of paid vacation per year.

C. The Town shall not reimburse Employee for mileage traveling to or from the Town or for the expense of providing her own office space, but Employee may submit for reimbursement by the Town of other reasonable and necessary expenses directly related to the performance of her duties with the Town.

Section 3: Termination

This Agreement is intended to extend for an indefinite period of time, but it may be terminated by either party giving written notice thereof to the other.

In the event that the Employee voluntarily resigns her position with the Town, the Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

Section 4: Performance Evaluation

The Board of Trustees shall annually review the performance of the Employee in November subject to a process, form, criteria, and format for the evaluation that is mutually agreed upon by the Town and Employee.

Section 5: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Town, and to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 6: Indemnification

The Employee shall be defended and indemnified in her actions undertaken in her official capacity as Town Administrator pursuant to all insurance coverages maintained by the Board of Trustees and pursuant to the terms of the Colorado Governmental Immunity Act. The Town Administrator shall, however, not be indemnified for any act or omission that is willful and wanton, as those terms are defined under the Colorado Governmental Immunity Act.

Section 7: Other Terms and Conditions of Employment

The Town, only upon agreement with Employee, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town of Foxfield Municipal Code, or any other law.

Section 8: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

The Town: Town of Foxfield
PO Box 461450
Foxfield, CO 80046
clerk@townoffoxfield.com

Employee: Karen Proctor
9182 W Unser Ave
Littleton, CO 80128
kstrom00@hotmail.com

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil process, or via electronic mail. Notice shall be deemed given as of the date of personal service, as of the date of deposit of such written notice in the United States mail, or as of the date of the electronic mail.

Section 9: General Provisions

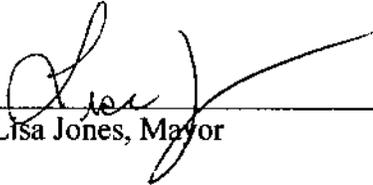
A. Integration. This Agreement sets forth and establishes the entire understanding between the Town and the Employee relating to the employment of the Employee by the Town. Any prior discussions or representations by or between the parties are merged into and superseded by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated into and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Town and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective upon Board of Trustee approval.

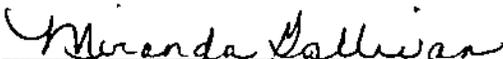
D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

TOWN OF FOXFIELD



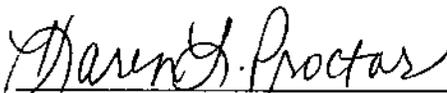
Lisa Jones, Mayor

ATTEST:



Miranda Gallivan, Town Clerk

EMPLOYEE

By: 

Karen Proctor

EXHIBIT A

TOWN ADMINISTRATOR JOB DESCRIPTION

SUMMARY OF POSITION:

The Town Administrator is appointed by the Board of Trustees. This is an exempt, part-time position and receives benefits as determined by the Board. The person in this position exercises the direction, coordination and control of the overall administration of the property and affairs of the Town and is responsible for the efficient and impartial application and enforcement of all laws, ordinances, resolutions and by-laws of the Town Board. The Town Administrator operates with a minimum of direct supervision and is expected to exhibit a high degree of independence.

IMMEDIATE SUPERVISOR: Board of Trustees.

SUPERVISION EXERCISED: Supervises the Town Clerk and other staff as assigned.

ESSENTIAL FUNCTIONS:

- Implement and develop procedures that execute policies adopted by the Board and ensure adherence to the procedures by Town employees and consultants.
- Attend Board meetings as deemed necessary, prepare and provide supporting documents and information pertinent to agenda items.
- Prepare and present a proposed budget to the Board in accordance with state and Town laws. Administer the budget once adopted.
- Maintain sound positive public relations between the Town and its citizens and between the Town and other governmental agencies.
- Attend meetings and conventions on behalf of the Town.
- Keep the Board advised of the financial condition and future needs of the Town and making such recommendations to the Board for adoption as may be deemed necessary or expedient;
- Enforce the laws and ordinances of the Town.
- Enforce all terms and conditions imposed in favor of the Town in any contract or public utility franchise, and upon knowledge of any violation thereof, report the same to the Board for such proceedings as may be necessary for enforcement;
- Act as Personnel Director for the Town; hire (with Board approval), evaluate and direct the Town's staff.
- Perform such other duties as may be prescribed by ordinance, or required of by the Board which are not inconsistent with the local, state or federal law.

Critical features of this job have been listed in this job description. They may be subject to change at any time due to reasonable accommodation or other reasons. Other duties and responsibilities may be assigned by the Town Board at any time.

KNOWLEDGE, SKILLS AND ABILITIES:

- Understand basic municipal ordinance content and the ability to learn, understand and apply the Foxfield Municipal Code. Thorough knowledge of and ability to comply with Colorado statutory requirements for statutory Towns.

- Thorough knowledge of the principles, practices, and organization of municipal government administration.
- Ability to appropriately exercise discretion and independent judgment.
- Ability to maintain effective working relationships with staff, elected and appointed officials, consultants, other government officials and the public.
- High level of interpersonal and organizational skills, tact, and ability to resolve problems and manage conflict.
- High level of integrity.
- Ability to make and implement decisions.
- Ability to accurately prepare reports and provide recommendations to the Board.
- Knowledge of municipal management, municipal government, programs, community problems, and decision-making processes.
- Knowledge of municipal financial management and accounting procedures, budgeting and investments.
- Knowledge of the principles of personnel administration.
- Ability to organize and use time effectively and to be creative and analytical.
- Ability to listen and to accept criticism; must possess conflict resolution skills and public relations skills.
- Excellent written and oral English language communications skills.
- Proficient in all modules of Microsoft Office. Ability to learn and manage computer systems utilized to perform the essential functions of the position.

EDUCATION AND EXPERIENCE:

- Bachelor's degree in public administration, business administration, or equivalent. Master's degree preferred.
- At least three years management experience in a municipal/public administration or aggressive business environment, including at least two years experience preferably in a similar function in municipal or county government.

PHYSICAL DEMANDS:

Must be able to regularly lift 25 pounds. Must be able to perform tasks commonly associated with an office environment.