

TOWN OF MINTURN

RESOLUTION NO. 12 – SERIES 2014

A RESOLUTION APPOINTING AN INTERIM TOWN ADMINISTRATOR

WHEREAS, Pursuant to Minturn Municipal Code Section 2-3-10, The Town Council shall appoint a Town Administrator who shall be the chief administrative officer of the Town; and

WHEREAS, the Town Administrator tendered his resignation effective April 16, 2014; and

WHEREAS, The Town Council has entered into negotiations with William Powell to appoint as interim Town Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT:

William Powell is hereby appointed Interim Town Administrator; and

The Mayor is authorized to sign an agreement and such other documents as are reasonably necessary with William Powell concerning the scope of work and expenses related thereto.

INTRODUCED, READ, APPROVED AND ADOPTED this 21st day of May, 2014.


MAYOR

ATTEST:


JAX BRUNVAND, TOWN CLERK



AGREEMENT FOR TEMPORARY EMPLOYMENT

THIS AGREEMENT is made and entered into this 22 day of May, 2014, by and between the Town of Minturn, a Colorado home rule municipality (the "Town"), and William Powell ("Powell") (each a "Party" and collectively "the Parties").

RECITALS:

A. The Town requires the services of an acting Town Administrator pursuant to Section 2-3-50 of the Minturn Municipal Code; and.

B. Powell has held himself out to the Town as having the requisite expertise and experience to perform the work required of an acting Town Administrator.

NOW, THEREFORE, for the consideration hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

Powell shall furnish all labor to perform the work and services required for the complete execution and performance of all duties, obligations and responsibilities of the Town Administrator specified by Colorado state statutes, the Town of Minturn Home Rule Charter and Municipal Code. Powell shall also assist in recruiting a new Town Administrator and when the position is filled shall provide orientation to the new Town Administrator. Powell shall report directly to the Mayor and Town Council.

II. COMPENSATION

In consideration for the services specified herein by Powell, the Town shall pay Powell at the rate of fifty dollars (\$50.00) per hour for an amount of hours not to exceed eighty-six (86) hours per month on average. For up to the first four (4) weeks of employment, Powell may work up to one hundred sixty (160) hours (40 hours per week). After the first two weeks of employment, Powell shall report to the Town Council his estimate of the number of hours he expects to work in the third and fourth weeks of employment. Powell shall be paid at the same time as other Town employees are paid.

III. TERM

Powell shall commence employment pursuant to this Agreement on May 22, 2014. Either Party may terminate this Agreement with or without cause by giving written notice to the other Party of not less than fourteen (14) days.

IV. TEMPORARY EMPLOYMENT

The Parties agree Powell shall be a temporary employee, and as a temporary employee, Powell is not eligible for any benefits provided by the Town except as otherwise provided in this Agreement.

V. COMPLIANCE WITH LAW

The work and services to be performed by Powell hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Town Municipal Code and Charter and any other applicable laws, ordinances, or regulations of the Town of Minturn. In addition, Powell agrees to perform any other legally permissible and proper duties and functions as the Town Council shall from time to time assign to Powell.

VI. OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be Powell's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, Powell may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

VII. TECHNOLOGY

The Town shall provide Powell with a computer, software, fax/modem, and other technological equipment required for Powell to perform the job and to maintain communication.

VIII. INDEMNIFICATION

The Town shall defend, save harmless and indemnify Powell against any tort, professional liability claim or demand or other legal action brought by any party other than the Town, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Powell's duties as acting Town Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Powell may request, and the Town shall not unreasonably refuse to provide, independent legal representation at the Town's expense if Powell's interests and the Town's interests are materially divergent. Legal representation, provided by the Town for Powell, shall extend until a final determination of the legal action including any appeals brought by either party. The Town shall indemnify Powell against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of the legal proceedings including attorney's fees, and legal assistant fees, and any other liabilities incurred by, imposed upon, or suffered Powell in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, covered by this indemnification.

Any settlement of any claim must be made with the prior approval of the Town in order for indemnification, as provided in this Section, to be available.

Powell recognizes that the Town shall have the right to compromise and settle any action. If Powell is a party to the suit, Powell shall have a veto authority over the settlement of any claim or suit which does not fully and completely release Powell from all claims. Further, the Town agrees to pay all reasonable expenses of Powell throughout the pendency of any litigation to which Powell is a

party, witness or advisor to the Town. Such expense payments shall continue beyond Powell's service and Interim Town Administrator as long as the litigation is pending and will include reasonable consulting fees and travel expenses when Powell serves as a witness, advisor or consultant to the Town.

IX. INSURANCE

The Town shall provide workers' compensation insurance for Powell in accordance with obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws in such amounts as required under such laws. In addition, the Town, at its sole cost and expense, shall provide comprehensive general liability insurance and professional liability insurance in such amounts as is provided for other Town employees.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

C. Third Parties. There are no intended third-party beneficiaries to this Agreement.

D. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

E. Modification. This Agreement may only be modified upon written agreement of the Parties.

F. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

G. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

H. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.