

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 12th day of June, 2018, effective as of the 8th day of May, 2018, by and between the TOWN OF ERIE, a Colorado municipal corporation (hereinafter referred to as the "Town") and FARRELL BULLER (hereinafter referred to as "Employee"), both of whom agree as follows:

WHEREAS, the Town desires to employ the services of Employee as Acting Town Administrator of the Town as provided by the Municipal Code of the Town; and

WHEREAS, it is the desire of the Town to provide certain benefits established through certain conditions of employment, set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Acting Town Administrator.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the parties agree as follows:

- 1.0 **DUTIES.** The Town hereby agrees to employ Employee as the Acting Town Administrator of the Town of Erie to perform the functions and duties specified in the Town ordinances and to perform such other legal and proper duties and functions as the Board of Trustees shall assign.
- 2.0 **TERM.**
 - A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Trustees to terminate the services of the Employee as Acting Town Administrator at any time, retaining the Employee as an employee of the Town, at which time Employee shall and return to her previous position as Assistant to the Town Administrator – Community Services without loss or forfeit of any right, privilege, interest or condition of employment as the Assistant to the Town Administrator – Community Services.
 - B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign as Acting Town Administrator and return to her previous position as Assistant to the Town Administrator – Community Services without loss or forfeit of any right, privilege, interest or condition of employment as the Assistant to the Town Administrator – Community Services.
- 3.0 **TERMINATION.** Upon notice personally delivered to the other party, and without the need for cause, either party may immediately terminate Employee's employment as Acting Town Administrator. Immediately upon termination as Acting Town Administrator, the Employee shall resume her employment status as Assistant to the Town Administrator – Community Services and all benefits shall immediately revert to such status as she enjoyed immediately preceding acceptance of appointment as Acting Town Administrator. No additional severance shall be paid to Employee as a result of termination of Employee's employment as Acting Town Administrator, except that Employee shall retain all severance benefits that she had prior to becoming Acting Town Administrator. The Employee's performance as Acting Town Administrator shall not be the basis for any evaluation and resulting personnel action affecting her status as Assistant to the Town Administrator – Community Services. The parties anticipate that the Town will hire a Town Administrator to replace Employee in her role as Acting Town Administrator. After that Town Administrator has been hired and Employee returns to her role as Assistant to the Town Administrator – Community Services, the Town Agrees that she will remain employed in that position for not less than nine months, during which time her employment is not terminable at will. This provision is in addition to any severance benefits that employee is entitled to.
- 4.0 **SALARY.** The Town agrees to pay the Employee for services rendered pursuant hereto her regular present salary as the Assistant to the Town Administrator – Community Services plus an additional amount of Five Thousand Dollars (\$5,000.00) per month for the additional duties of Acting Town Administrator as required herein. The salary shall be payable in installments at the same time as other employees of the Town are paid.

- 5.0 EMPLOYMENT BENEFITS AND PAID TIME OFF. The Town shall pay all employment benefits of Employee to the same extent which she presently participates in the Town's employment benefits, including medical, dental, vision and life insurance programs. The Employee shall continue to accrue paid time off to the same extent which she presently accrues such paid time off.
- 6.0 ACCUMULATED COMPENSATORY AND VACATION TIME. The Employee shall continue to accrue compensatory and vacation time to the same extent which she presently accrues such compensatory and vacation time.
- 7.0 TERMS AND CONDITIONS OF EMPLOYMENT.
- A. The Town in consultation 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 Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Ordinances, and any other such laws.
 - B. All provisions of the Town Ordinances, State Statutes, and regulations and rules of the Town related to vacation, sick leave, retirement and pension system contribution, holidays and other fringe benefits and working conditions, as they now exist or hereafter may be amended, shall also apply to Employee as they would to any other employee of the Town, in addition to and except where inconsistent with the benefits enumerated herein, specifically for the benefit of Employee.
 - C. Employee shall have the full authority vested in the Town Administrator by the Town of Erie Town Ordinances and other such rules and regulations. However, Employee shall advise the Board of Trustees in executive session prior to the termination of any current or future department head. This requirement, however, shall not be deemed or interpreted to limit the authority of Employee to exercise the duties and obligations of the Town Administrator as set forth in the Ordinances of the Town of Erie.
- 8.0 PERFORMANCE EVALUATION. The duration of Employee's appointment to the office of Acting Town Administrator may last several months. Accordingly, the Town may deem it appropriate to evaluate the performance of the Employee during that time. To that end, the Board of Trustees may review and evaluate the performance of Employee periodically in consultation with Employee.
- 9.0 GENERAL PROVISIONS.
- A. This agreement shall constitute the entire agreement between the parties.
 - B. If any provision or any portion hereof contained in this Agreement is held to be unconstitutional, invalid, illegal or unenforceable, the remainder of this Agreement shall be deemed severable and not be effected and remain in force and effect.

[signatures on following page]

IN WITNESS WHEREOF the Town has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the Town Clerk and Employee has signed and executed this Agreement the day herein first written above.

TOWN:
TOWN OF ERIE, a Colorado municipal corporation

By: _____
Jennifer Carroll, Mayor

ATTEST:

By: _____
Jessica Koenig, Deputy Town Clerk

EMPLOYEE:

Farrell Buller