TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 66, SERIES 2019

A RESOLUTION APPROVING THE AGREEMENT FOR CONTRACTED INTERIM TOWN MANAGER

WHEREAS, the Town Council of the Town of Timnath (the "Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is an Agreement for Contracted Interim Town Manager between the Town and WEL Consulting LLC (the "Agreement"); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto as Exhibit A, with such modifications and additions as the Town Council, in consultation with Legal Counsel, determines to be necessary and appropriate to protect the interests of the Town or effectuate the purposes set forth herein and not otherwise inconsistent with this Resolution.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 10, 2019.

TOWN OF TIMNATH, COLORADO

[Signature]
Jill Grossman-Belisle, Mayor

ATTEST:

[Signature]
Milissa Peters-Garcia, CMC
Town Clerk
EXHIBIT A

Contracted Interim Town Manager Agreement
AGREEMENT FOR CONTRACTED INTERIM TOWN MANAGER

This AGREEMENT FOR CONTRACTED INTERIM TOWN MANAGER (the “Agreement”), is entered into as of the 11th day of December, 2019, by and between the TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and WEL CONSULTING LLC, a Colorado limited liability company (the “Consultant”). The Town and the Consultant are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town has a vacancy in the position of Interim Town Manager of the Town of Timnath (“Interim Town Manager”); and

WHEREAS, based on the Consultant’s level of education, experience, skills, and expertise, the Town Council desires to employ the Consultant to serve as the Interim Town Manager; and

WHEREAS, the Consultant desires to perform and assume responsibility for the provision of town manager services to the Town and its related agencies; and

WHEREAS, the Parties wish to establish the terms and conditions of Consultant’s provision of town manager services to the Town and its related agencies through the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Town desires to engage the Consultant as the Interim Town Manager to perform the functions and duties described in Exhibit A, attached hereto and incorporated herein by reference (the “Services”), and it is agreed by the Parties that such exhibit may be updated from time to time with incidental supplemental functions and duties, as agreed to by mutual consent, without requiring an amendment to this Agreement. Consultant will also perform the duties specified by the Timnath Home Rule Charter, the Ordinances of the Town of Timnath, and any other applicable laws, ordinances, or regulations of the Town. In addition, as Interim Town Manager, Consultant agrees to perform any other legally permissible duties and functions as the Town Manager or Council shall from time to time assign. The position of Interim Town Manager shall be a full-time position.

2. TERM. The initial term of this Agreement begins on December 11, 2019, and ends on June 1, 2020 (“Initial Term”), and is terminable at will by either Party at any time, with, or without cause by providing fifteen (15) days’ notice to the other Party. After the Initial Term, this Agreement shall automatically renew for successive one (1) month periods until otherwise
terminated by either Party. Upon termination of this Agreement, the Consultant shall not be entitled to any amount of additional compensation, as severance pay or otherwise.

3. **TERMINATION.** Either Party may terminate this Agreement at any time, with or without cause, by providing written notice of termination to the other Party at least fifteen (15) calendar days prior to the date of termination. If the Town terminates the Agreement without providing at least fifteen (15) days calendar days’ notice to the Consultant, the Town will provide the Consultant with a pro-rated amount of Compensation not to exceed fifteen (15) calendar days’ compensation.

4. **COMPENSATION.** Consultant shall be paid Fourteen Thousand Dollars ($14,000.00) per month ("Compensation"). Concurrent with the execution of this Agreement, the Consultant shall provide the Town with a current completed Internal Revenue Service form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Consultant until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit B.

5. **GENERAL EXPENSES.** In addition to the Consultant’s Compensation, the Town will pay Consultant Four Thousand Five Hundred Dollars ($4,500) per month to help offset certain expenses he incurs in the ordinary course of performing his duties under this Agreement, such as travel, a car allowance, and professional dues, insurance, and certifications.

6. **PERFORMANCE EVALUATION.** At the end of the Initial Term, and thereafter at the discretion of the Town Council, the Town Council will review and evaluate Contractor’s performance hereunder in accordance with reasonable criteria to be developed by the Town Council, in consultation with the Consultant. Such criteria shall include the definition of such goals and performance objectives as may be necessary and appropriate for the proper administration of the Town and the attainment of the Town Council’s policy objectives.

7. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor and nothing in the Agreement shall constitute or designate the Contractor as an employee or agent of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not directly provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. **The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

8. **INDEMNIFICATION.**
(A) To the extent allowed by law, Town shall defend, save harmless, and indemnify Consultant against any tort, professional liability claim, or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Consultant's duties. Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Consultant shall cooperate with and assist the Town in the defense of any suit or other legal action or demand that has arisen from or out of his conduct as Town Consultant. The Town's indemnification obligations herein do not extend to grossly negligent, willful, wanton, or intentional conduct outside the scope of Consultant's duties.

(B) The Consultant shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, by the degree or percentage of negligence or fault arising directly or indirectly, out of the grossly negligent, willful, wanton, or intentional misconduct, or any criminal or tortious act or omission of the Consultant in connection with this Agreement. The Consultant is not obligated to indemnify the Town for the Town's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Consultant under worker's compensation acts, disability acts or other employee benefit acts.

9. CONFIDENTIALITY AND CONFLICTS. Any information deemed confidential by the Town and given to the Consultant by the Town, or developed by the Consultant as a result of the performance of a particular task, shall remain confidential. In addition, the Consultant shall hold in strict confidence, and shall not use in competition, any information which the Consultant becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the best interests of the Town. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Consultant agrees to notify the owner of conflicts that impact the Services to the Town.

10. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Consultant prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances.

11. ANNUAL APPROPRIATION. It is the intent of the Parties to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular subsection 4(b) as approved by the voters on November 3, 1992. The Parties do not intend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so as to avoid any such meaning. Notwithstanding any other provisions contained herein, this Agreement is subject to an annual appropriation by the Town Council of the Town of sufficient funds to pay the full amount due, or which may be due hereunder for the following calendar year. A failure to make such an appropriation, unless such action is the result of a prior
termination for cause, will be deemed a termination without cause.

12. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S.

13. GENERAL PROVISIONS.

a. This Agreement shall be governed and construed according to the laws of the State of Colorado with venue for any litigation to be in Larimer County.

b. This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements and understandings of the Parties, whether written or oral.

c. Consultant shall not assign or otherwise convey any of his rights or obligations under this Agreement without the express written consent of Town, which consent may be withheld in Town's sole and absolute discretion.

d. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

e. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

f. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Consultant represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

[Signature]
Jill Grossman-Belisle, Mayor

ATTEST:

[Signature]
Milissa Peters-Garcia, Town Clerk

TOWN MANAGEMENT CONSULTANT

[Signature]
WEL Consulting LLC, a Colorado limited liability company
By: Wesley LaVanchy, Owner
TOWN MANAGER JOB DESCRIPTION

SUMMARY
This is a professional administration position responsible for the overall operation of the Town which is subject in all respects to the terms of the consulting agreement between the Town and the Consultant. This summary is not intended to modify the terms of the consulting agreement and may be amended from time to time by the Town to meet the evolving needs of the Town.

Generally, the manager is responsible for effective and efficient implementation of policies established by the Town Council that are consistent with the laws of the State of Colorado, Town Charter and Town Code. The manager:
- develops, recommends, and implements policies and procedures consistent with the vision, mission, strategic plan, and budget in coordination with the Town Council, department heads, and contracted consultants;
- works with the public on a daily basis and strives to maximize public satisfaction with municipal services;
- directly supervises all Town department heads including contracted services with the exception of legal services; and
- Performs analytical, policy research and responsible for coordination of legal matters with the Town attorney who reports directly to the Town Council in consultation with the manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.
- Oversees overall coordination of all Town departments and administration through each department head. The administration of all Town departments is in accordance with established policies.
- Attends meetings of the Town Council, various Town committees, the general public, and other meetings necessary for efficient and progressive municipal government.
- Ensures proper administration and enforcement of municipal codes, contracts, ordinances, resolutions, and policies established by the Town.
- Coordinates with the Finance Director and department heads the preparation and administration of the annual budget utilizing a budget for outcomes approach.
- Works with the Town Council, community, and department heads to implement goals and objectives important to general municipal operations.
- Carries out tasks and duties assigned by the Town Council.
- Enforces all terms and conditions imposed in favor of the town in any contract or agreement.
- Performs duties described by law, including contract negotiations, bond issue
negotiations, franchise negotiations, etc.

- Appoints, hires and terminates all department heads except as otherwise provided by law, contract or ordinances. Works with department heads on retention, training, discipline, and, when necessary, termination of municipal employees.

- Protects the confidentiality of various matters discussed with the Town Council, department heads and consultants including but not limited to:
  o Any matter discussed in executive session; and
  o Any privileged matter discussed with the Town Attorney; and
  o Any personnel matter required under law to be maintained as confidential; and
  o Any matter being negotiated by the Town with third parties; and
  o Such other matters that in the mind of a reasonable person should be kept in confidence by the manager within the limits of law.

- Sets Council or other agendas in coordination with Council and department heads and in conjunction with Town Clerk.
- Advises Town Council on matters coming before them. Has the right to participate in the discussion of matters before the Council.
- Makes policy recommendations to the Town Council and often works with the department heads to do so.
- Serves as the principal inter-governmental affairs officer of the Town and responsible for negotiations of inter-governmental agreements and contracts in consultation with the Council and for their approval.
- Acts as a business agent of the Council for the maintenance and sale or purchase of real estate and other matters relating to leases, or agreements related to development projects in consultation with the Council and for their approval.
- Serves as the principal public relations and public information officer of the Town.
- Makes himself Available to the public to respond to and refer complaints, comments and general public concerns.
- Oversees professional and consulting agreements entered into by the Town, including engineering, financial, and legal agreements.
- Performs all other duties as outlined in Timnath's Home Rule Charter and Town Code.
- Adheres to all of the Town of Timnath's safety and loss/control guidelines.
- Adheres to a best practice concept whenever possible to increase efficiency and responsiveness and reduce unnecessary bureaucracy.
- Attends ongoing educational opportunities for continued professional development.
- Prepares recommended annual updates to the strategic plan.
- Performs annual performance evaluation and quarterly performance assessments for direct reports.
- Develops and implements an employee evaluation system that provides consistent, measurable performance based on defined goals.
- Develops a strong team of professionals and a work culture that is collaborative, ethical, responsive and responsible.

QUALIFICATIONS
- Knowledge of municipal budgeting and analysis and implementation.
- General knowledge of municipal law.
- Understanding of public sector management techniques and practices.
- Possession of excellent written and verbal communication skills.
- Knowledge of computer systems and ability to use them for analytical or other purposes.
- Excellent problem solving skills.
- Ability to coordinate and facilitate complex municipal issues.
- Ability to develop long-term vision and strategic planning methods with the community, Council and staff.
- Leadership training and skills as well as an ability to work as a member of dynamic teams to develop community solutions.
- Ability to manage diverse groups of people in a sometimes high pressure and stressful environment.
- Understanding of municipal government and financial operations.
- Demonstrated ability in written and oral communication skills.
- Ability to work with various community groups and general public.
- Ability to deal with personnel matters effectively and efficiently.
- Willingness to work beyond the standard 40-hours work week.
- Possess a valid Colorado Driver's License.

EDUCATION, TRAINING AND EXPERIENCE
Advance degree in Public Administration or related field and five years of progressively responsible management experience in public administration or related field. Completion of specific management training helpful.

DESCRIPTION OF WORK SCHEDULE AND HOURS.
Work hours typically begin at 8:00 a.m. and often extend beyond 5:00 p.m. because of meetings, workload, or other unanticipated obligations. Regular and specially scheduled night meetings are to be expected.

SUPERVISION RECEIVED
Works under the general policy direction established by the Town Council.

COMPLEXITY/ RESPONSIBILITY
Responsibility often requires an ability to deal with complex and delicate situations that may involve the public, staff, the Council, or other government entities. This work environment requires a high level of credibility, leadership, analytical thinking, and ethics. Strategic political thinking is often associated with the position.
SCOPE OF INTERPERSONAL CONTACTS

This position requires excellent interpersonal skills. Contacts are generally the broadest of any representative of the Town and include the Town Council, public, staff, consultants, other governments, and other elected officials. Information provided often can have important consequences for the Town.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

Work is usually performed in a standard office environment. There are circumstances in which field work is necessary which may include travel in and out of the state. Field work and visits to various municipal facilities may require an ability to maneuver in construction sites, climb stairs or ladders, and ride in heavy equipment. An ability to communicate over the phone is a necessity.

The Town of Timnath provides employment opportunities in compliance with all pertinent federal, state, and local laws.