

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between the Town of Vail, a Colorado home rule municipality with an address of 75 South Frontage Road, Vail, Colorado 81657 (the "Town"), and Stan Zemler, an individual with an address of 4369 Fourmile Canyon Drive, Boulder, Colorado 80302 ("Zemler") (each a "Party" and collectively the "Parties").

WHEREAS, the Town Council wishes to employ the services of Zemler as Interim Town Manager, as allowed by Town Charter;

WHEREAS, the Town Council wishes to provide certain benefits, establish certain conditions of employment and set working conditions for the Interim Town Manager; and

WHEREAS, Zemler wishes to accept employment as the Interim Town Manager under the terms set forth in this Agreement.

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

1. **Employment.** The Town agrees to employ Zemler as Interim Town Manager of the Town. As the Interim Town Manager, Zemler shall be responsible for the organization and efficient administration of all administrative departments of the Town, in accordance with the Charter and ordinances of the Town and the job description attached hereto and incorporated herein by this reference. Zemler shall faithfully carry out directives and recommendations of the Mayor and Town Council in coordinating the administrative functions and operations of various departments. This shall be a part-time position, and Zemler shall be expected to work Monday through Thursday or approximately 32 hours per week, or 80% of a full-time position.
2. **Term.** The initial term of this Agreement shall begin on April 18, 2022 (the "Start Date") and expire on October 18, 2022; provided that the term of this Agreement may be extended by the Parties. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of Zemler at any time for any reason, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Zemler to resign at any time, for any reason.
3. **Salary.** Commencing at the Start Date, the Town shall pay Zemler for his services in the amount \$12,994.80 per month "the Base Salary" (paid biweekly at \$5,997.60), which shall be paid periodically in the same manner as other employees of the Town are paid. The Base Salary may be increased by appropriate action of the Town Council at any time. This Section shall not preclude the Town Council from awarding bonuses based on performance.

4. Benefits. In addition to the Base Salary, Zemler shall receive the following benefits during his employment as Interim Town Manager:

a. *Residence*. The Town shall provide the Town Manager's residence located at 2507 Arosa Drive for Zemler's use while employed as Interim Town Manager. The Town shall be responsible for all capital maintenance and insurance for the residence. Zemler shall be responsible for day-to-day living expenses such as personal property insurance, phone/TV/internet, and snow removal. Utilities (water, sewer, electric, and gas) will be retained in the Town of Vail account. The use of this residence ends with the separation from employment unless otherwise agreed to in writing with the Town. The Town will coordinate move-in, including initial cleaning services. The Town will also provide a \$15,000 payment at the commencement of the Start Date to cover transition and moving expenses.

b. *Leave*. Zemler shall receive paid holidays, vacation leave and sick leave earned in the same manner as employees of the Town at the pro-rated accrual rate of 7.63 hours per pay period (80% of FT accrual rate), which includes designated holidays, for the duration of this Agreement, and shall have 10 days of vacation accrual available on the Start Date.

c. *Mobile Phone and Computer*. The Town shall provide Zemler with a mobile phone and computer to use for Town business during the term of this Agreement, or a monthly allowance of \$125 for the same. Upon termination, any Town-provided mobile phone and computer shall be returned to the Town.

d. *Vehicle Allowance*. In exchange for Zemler's use of his personal vehicle for travel to and from the Town and for other Town business, the Town will reimburse Zemler in the amount of \$500 per month in lieu of a mileage reimbursement. Use of a Town vehicle may be provided where the employee is required to travel outside the local region for Town business. If the Town provides Zemler with a Town vehicle for personal and professional use, the vehicle will be in lieu of the vehicle allowance.

e. *Retirement*. Zemler shall be eligible to participate in the retirement programs established by the Town in the same manner as all other full-time employees of the Town, including the Town's 401(a) retirement plan at the highest contribution rate, or Zemler shall be eligible for a cash equivalent.

f. *Health Insurance Allocation*. In lieu of health insurance, the Town shall provide Zemler \$200 per month for allocation toward health insurance expenses.

g. *Life Insurance and Disability*. The Town shall provide workers' compensation insurance for Zemler as required by law. The Town shall provide short-term and long-term disability for Zemler in the same manner as for all other full-time Town employees. The Town shall provide Zemler with a \$300,000 term life insurance policy.

h. *Recreation*. Should the Term extend into the 2022-2023 ski season, the Town shall provide Zemler with the ski/fitness benefit provided to other full-time employees (currently up to \$800). The Town will additionally provide a \$100 per month

allowance toward an athletic club membership.

5. Hours of Work. It is recognized that the Interim Town Manager must devote a great deal of his time outside normal office hours to the business of the Town. Zemler shall be considered an exempt employee for purposes of the Fair Labor Standards Act, and shall not be entitled to overtime.

6. Indemnification. The Town shall defend, hold harmless and indemnify Zemler against claims and causes of action that may arise in the performance of Zemler's duties for the Town in accordance with the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

7. 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. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

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

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

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

f. *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.

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

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

i. *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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (the "Act"), or otherwise available to the Town and its officers, attorneys or employees. In addition, while engaged in the performance of services under this

Agreement and within the scope of his authority, Zemler shall be entitled to assert immunity under the Act.

j. *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 Effective Date.

TOWN OF VAIL, COLORADO

Kim Langmaid, Mayor

ATTEST:

Tammy Nagel, Town Clerk

EMPLOYEE

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by Stan Zemler.

My commission expires:

(S E A L)

Notary Public

TOWN MANAGER Job Description

Job Summary:

The Town Manager serves as the chief executive and administrative officer of the Town, responsible for the proper administration of all affairs of the Town. The Interim Town Manager assumes the job description and associated responsibilities of the Town Manager.

Supervision:

Works under the direction of the Town Council.

Essential Job Duties:

- Hires, suspends, transfers and removes Town employees on the basis of ability, training and experience of such employee in the work which they are to perform.
- Serves as supervisor of all department heads and administrative staff.
- Attends Council meetings and, in an advisory capacity, participates in discussions with the Council.
- Oversees preparation of an annual budget for Town Council approval and assumes responsibility for said budget after its adoption.
- Makes financial recommendations to the Town Council for adoption and keeps the Council advised of the financial and future needs of the Town.
- Prepares and submits to the Town Council a complete report on the finances and administrative activities of the Town for the preceding year at the end of the fiscal year and, upon request of the Town Council, makes written or verbal reports at any time concerning the affairs of the Town.
- Establishes and maintains a system of accounting and auditing for the Town which reflects, in accordance with generally accepted accounting principles, the financial condition and financial operation of the Town.
- Becomes and remains familiar with all terms and conditions of all Town contracts, and upon knowledge of any violation thereof, reports same to the Town Council for such action and proceedings as may be necessary to enforce the same.
- Provides for engineering, architectural, maintenance, legal, planning, construction, and other services as required by the Town.
- Works closely with the Town Council to implement its vision for the Town, and serves as the liaison between the Town Council and Town staff.
- Assures representation for the Town on various boards, committees and taskforces concerning relevant local, state and national issues.
- Represents the Town in local, regional, and statewide organizations.
- Manages meetings with staff, consultants, elected officials, developers, other government organizations, and other individuals and groups.
- Performs such other duties as prescribed by ordinance or applicable law or as required by the Town Council. Demonstrates proactive leadership on economic development and retention, competitiveness, infrastructure, livability, and other factors that help the Town achieve, maintain and improve its reputation as a desirable place to live and work.

Knowledge and Abilities:

- Knowledge of the principles and practices of organizational management and public administration.
- Knowledge of the principles, practices, and legal requirements of personnel management.
- Knowledge of the principles and practices of municipal budgeting, budget preparation and fiscal administration.
- Knowledge of management analysis, methods of policy formulation and implementation, and forms and records control including familiarity with basic computer word processing, data basing and spreadsheet applications as they relate to these issues.
- Ability to manage a professional staff of municipal employees.
- Ability to establish and maintain effective working relationships with employees, Town officials, residents, public groups, other agencies and peers in other communities.

Special License, Registration, or Certification Required:

Graduation from an accredited 4-year college or university with major coursework in public administration or business administration supplemented by graduate study in public administration or a related field **and** at least 5 years of municipal or county administration or research experience involving a variety of management, fiscal, personnel, and public relations activities or any equivalent combination of education and experience.

Relationship of Town Council to Town Manager:

Except for the purpose of inquiries, individual Town Council members shall deal with the Town staff solely through the Town Manager, and an individual Town Council member shall not give orders to any subordinate of the Town Manager.