

INTERIM CITY MANAGER AGREEMENT

THIS INTERIM CITY MANAGER AGREEMENT is made this 20th day of June, 2022, by and between the CITY OF EVANS (“Employer”), and RANDY READY (“Employee”)

WHEREAS, Employee is currently employed by Employer as the Assistant City Manager for the City of Evans, Colorado; and

WHEREAS, the current City Manager, James L. Becklenberg, has submitted his resignation to pursue another career opportunity; and

WHEREAS, the Employer is or will soon be in the process of seeking to employ a new city manager; and

WHEREAS, the Employer has requested that the Employee assume the position and responsibilities of Interim City Manager on the terms and conditions set forth below until the Employer hires a new city manager and;

WHEREAS, the Employee has indicated his willingness to assume the position and responsibilities of Interim City Manager on the terms and conditions set forth below until a new city manager is hired.

NOW THEREFORE, IN CONSIDERATION OF THE OBLIGATIONS AND CONSIDERATION SET FORTH BELOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Designation of Employee as Interim City Manager. Employee is hereby designated Interim City Manager for the City of Evans, Colorado for the Interim Period. The Interim Period is defined as commencing on June 24, 2022 and ending on the date that a new city manager has been hired and begins to perform the duties of city manager, unless the parties agree to a different date for the Interim Period or until the agreement is terminated as provided in Section 7., below. During the Interim Period Employee shall have all of the authority and all of the obligations of the Evans City Manager as designated by Colorado statute, Evans charter and Evans municipal code, and as specifically directed and authorized by the Evans City Council.
2. Responsibilities of Employee during the Interim Period. During the Interim Period, Employee shall perform the duties and responsibilities of the City Manager as set forth on Exhibit A, attached hereto and incorporated herein by reference.
3. Salary. Employer shall pay Employee a salary in the amount of his current salary as Assistant City Manager plus twelve percent (12%), payable in installments of pay periods at the same time as other employees of the City are paid.

4. Hours of Work. It is understood that the position of Interim City Manager requires attendance at evening meetings and occasionally a possible weekend meeting. It is understood by Employee that additional compensation and compensatory time shall not be permitted for such additional expenditures of time for the reason that Employee will be in an exempt position under the Fair Labor Standards Act (FLSA). It is further understood that Employee may absent himself from the office upon his exercise of “reasonable discretion” in consideration of these extraordinary time expenditures outside of normal working hours.

5. Vacation/Health Leave and other Benefits. Except as specifically provided herein to the contrary, all other benefits, including but not limited to vacation/health leave shall remain as those to which Employee was entitled as Assistant City Manager.

6. Residency. Any provision in the Evans City Charter to the contrary notwithstanding, the parties recognize that the position of Interim City Manager is a temporary position that the City needs to be filled by a qualified individual until a new city manager can be hired and assume that position. Therefore, Employee need not reside within the City of Evans, Colorado during the term of this agreement.

7. Termination and Termination Benefits. This Agreement may be terminated with or without cause. If the Agreement is terminated by Employer without cause, Employer shall restore Employee to his position as Assistant City Manager as it existed prior to entering into this Agreement.

In the event Employee is terminated for cause, the Employer shall have no obligation for termination benefits as provided above. As used herein, “cause” shall mean:

- (a) Conduct by Employee that is fraudulent or dishonest,
- (b) Employee’s conviction of a felony or crime involving moral turpitude under any federal or state law, or
- (c) Gross neglect or gross failure to fulfill his duties or obligations under this Interim Employment Agreement.

8. This Interim City Manager Agreement shall be construed and interpreted according to the laws of the State of Colorado and any action necessary to enforce, construe, or interpret this Transition Agreement shall be maintained solely in Weld County, Colorado.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by Mark Clark, Mayor, and Employee has signed this Agreement the day of and year first written above.

ATTEST:

Julie Kamka, City Clerk

EMPLOYER:

By: _____
Mark C. Clark, Mayor

EMPLOYEE:

Randy Ready