



CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Christy Doon, City Administrator	DATE March 5, 2024
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ITEM

Resolution 2024-21, A Resolution of the City Council for the City of Salida appointing Kristi Jefferson as City Clerk and Approving the Employment Agreement

BACKGROUND

The City posted for the Clerk's position in January 2024. Fifteen applications were received and reviewed based on qualifications by a broad section of staff. Three individuals were interviewed on February 20 by department heads, Mayor Shore, Council member Naccarato, City Attorney Williams and City Administrator Doon.

FISCAL NOTE

The employment agreement is attached, which includes a salary of \$91,700.

MAYOR RECOMMENDATION

Mayor Shore recommends Council approve Resolution 2024-21.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Resolution 2024-21, A Resolution of the City Council for the City of Salida Appointing Kristi Jefferson as City Clerk and Approving the Employment Agreement" followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 21
(Series of 2024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPOINTING KRISTI JEFFERSON AS THE CITY CLERK AND APPROVING AN EMPLOYMENT AGREEMENT IN CONNECTION THEREWITH

WHEREAS, Salida Municipal Code § 2-3-40 provides that the City Council possesses the authority to, and shall appoint a City Clerk who shall serve at the pleasure of the City Council (“Council”); and

WHEREAS, Colorado Revised Statutes § 31-4-110 prescribes certain powers and responsibilities of the City Clerk, an office which is currently vacant; and

WHEREAS, Kristi Jefferson has served the City of Salida for 23 years, serving in a number of roles over that time including serving as the Finance Clerk, Planning Technician, and most recently as the Senior Planner, and has indicated an interest in serving as the City Clerk; and

WHEREAS, the Council finds that it is necessary and desirable to appoint Kristi Jefferson to perform the duties and responsibilities of Salida City Clerk and to approve an employment agreement with her in connection therewith.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO AS FOLLOWS:

Section 1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Salida City Council hereby appoints Kristi Jefferson as the City Clerk for an indefinite term and setting the City Clerk’s salary at \$91,700 per year.

Section 3. The Employment Agreement, attached hereto as “Exhibit A,” which sets forth in detail the terms and conditions of the appointments made by Section 2 above, is hereby approved.

Section 4. The appointment made by Section 2 of this Resolution shall become effective on March 5, 2024.

RESOLVED, APPROVED AND ADOPTED this 5th day of March, 2024.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into and effective as of the 5th day of March, 2024, by and between the **CITY OF SALIDA, COLORADO**, a Colorado municipal corporation, hereinafter referred to as "City" and **KRISTI JEFFERSON**, hereinafter referred to as "Jefferson", together referred to as the "Parties."

WITNESSETH:

WHEREAS, City desires to employ the services of Kristi Jefferson to serve as City Clerk; and

WHEREAS, it is the desire of the Salida City Council, hereinafter called "City Council," to provide certain benefits, establish certain conditions of employment, and to set the working conditions of Jefferson; and

WHEREAS, Jefferson desires to accept employment as City Clerk of the City of Salida; and

WHEREAS, the Parties desire to express the employment relationship in written form;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

SECTION I DUTIES

City hereby agrees to employ Jefferson as City Clerk of the City of Salida to perform the functions and duties specified in the City Clerk job description and to perform other legally permissible and proper duties and functions as City Council shall from time to time assign.

SECTION II TERM

(a) Without waiving any rights to renegotiate and/or terminate this Agreement, Jefferson's term of appointment shall begin on March 5, 2024, and continues indefinitely until terminated by the City or Jefferson as provided for in Section III or IV of this Agreement.

(b) The City Clerk is an appointed City officer who serves at the pleasure of the City Council. Jefferson may therefore be removed from office at any time, for any reason or for no reason (for convenience), upon a majority vote of the City Council, at which time this Agreement would terminate, subject only to the provisions set forth in Section III of this Agreement. The City Council and Jefferson specifically agree that Jefferson's employment with the City is "at will" notwithstanding any personnel or employment rule or policy of the City to the contrary.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Jefferson to resign at any time from her position with City, subject only to the provisions set forth in Section III of this Agreement.

**SECTION III
TERMINATION AND SEVERANCE COMPENSATION**

- (a) For the purposes of this Agreement, termination shall occur when:
- (1) a majority of the City Council votes to terminate Jefferson at a duly authorized public meeting; or
 - (2) the City Council, or the citizens by initiative, acts to amend any provisions of the Salida Municipal Code pertaining to the role, powers, duties, authority, responsibilities of Jefferson's position that substantially changes the form of government, in which case the following shall apply: within ten (10) days following the effective date of such change in the form of government, Jefferson must inform the City Council in writing of her election of one of the following two (2) options: (1) that she elects to accept such changes in the form of government and agrees to continue as the City Clerk (or equivalent title under such changed form of government), in which case no termination shall be deemed to have occurred and no Severance Compensation shall be paid; or (2) that she elects to consider the same a termination, in which case she shall leave the employ of the City and Severance Compensation shall be paid; or
 - (3) the City Council reduces the base salary, compensation or any other financial benefit of Jefferson, unless it is applied in no greater percentage than the average reduction of all City employees; or
 - (4) Jefferson resigns.

(b) In the event that Jefferson is terminated pursuant to Section III(a)(1), (2), or (3), and provided that Jefferson is willing and able to perform her duties under this Agreement, the City shall pay to Jefferson "Severance Compensation" in the form of a lump sum payment the amount of one (1) months' aggregate salary. In addition to the applicable Severance Compensation owed hereunder, Jefferson shall be paid for all accrued, unused Personal Time Off (PTO) leave, and one (1) month's health insurance premiums under the insurance policy in force at the time of such termination.

(c) Notwithstanding anything herein to the contrary, the City Council may terminate Jefferson upon a finding by the City Council of an Improper Action. For purposes of this paragraph, "Improper Action" shall mean (i) conduct by Jefferson which is fraudulent or dishonest, or (ii) Jefferson's conviction of a felony or serious crime involving moral turpitude under any federal or state law. In the event Jefferson is terminated for Improper Action, the City shall have no obligation to pay any severance amount or any Severance Compensation. Any termination for Improper Action shall require five (5) days' notice to Jefferson of the reasons for termination, an opportunity for a hearing before the City Council and a majority vote by the entire City Council.

(d) In the event Jefferson voluntarily resigns her position with the City at any time during the term of this Agreement, then Jefferson shall give the City at least two (2) weeks

written notice in advance, unless the Parties otherwise agree. Voluntary resignation by Jefferson will result in a loss of all Severance Compensation, if any, that would otherwise be due and owing to her by the City under this Agreement, unless otherwise determined by the City Council in its sole and absolute discretion.

SECTION IV DISABILITY

(a) If Jefferson is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this Agreement, subject to the payment of Severance Compensation set forth in paragraph (b) of Section III.

(b) As used herein, "permanently disabled or otherwise unable to perform her duties" shall be defined as: (1) if Jefferson is receiving total permanent disability payments pursuant to any disability program under which she is covered, whether owned by the City or otherwise; or (2) in the absence of such disability program, if (a) Jefferson's attending physician certifies that Jefferson is unable to perform her duties as set forth herein for the City and that such condition is total and permanent; and (b) in the event that Jefferson does not timely consult such attending physician and the City reasonably believes Jefferson to be so disabled, the City may require such an examination from a properly qualified physician who shall conduct such examination(s) as is appropriate to determine whether or not Jefferson is so totally and permanently disabled; and (c) such condition continues for the period stated in this Section IV.

SECTION V SALARY

(a) City agrees to initially pay Jefferson for her services rendered hereunder at an annual rate of [ninety-one thousand seven hundred dollars] (\$91,700.00), which sum shall be payable in installments at the same times as other employees of the City are paid.

(b) In addition, City agrees to consider and adjust the base salary and other benefits to Jefferson based upon the performance evaluation process described in Section VI of this Agreement; PROVIDED, HOWEVER, that said consideration and salary adjustment shall be solely within the discretion of the Mayor and City Council, and shall be merit based.

SECTION VI PERFORMANCE EVALUATION

(a) The Mayor and City Council shall review and evaluate the performance of Jefferson at least annually, commencing in or around March of each year.

(b) All such reviews and evaluations shall be in accordance with specific criteria developed jointly by the Mayor, City Council and Jefferson. The criteria may be added to or deleted from as the Mayor and City Council may from time to time determine, in consultation with Jefferson. The Mayor and City Council shall provide Jefferson with an adequate opportunity for Jefferson to discuss her evaluation with the Mayor and City Council.

(c) The City agrees to annually increase Jefferson's compensation, conditioned upon the positive results of the performance evaluation conducted under the provisions of this Section. Increased compensation can be in the form of a salary increase and/or a cost of living adjustment ("COLA") and/or performance incentive and/or an increase in benefits.

(d) The Parties agree that the Mayor and City Council has the right, in its sole discretion, in addition to and not in replacement of the procedures set forth in this Section, to consider Jefferson's performance in executive session in compliance with the Colorado Sunshine Law and the City Code.

SECTION VII HOURS OF WORK

It is recognized that this is a full-time position for which Jefferson must devote a great deal of time outside normal office hours to business of the City and will necessarily be engaged in work during certain evening and weekend hours. As such, Jefferson shall be entitled to arrange and organize her work schedule to best achieve her duties and responsibilities.

SECTION VIII AUTOMOBILE MILEAGE REIMBURSEMENT

Jefferson shall be reimbursed at the then existing I.R.S. rate for mileage incurred using her personal automobile for all trips expended in the performance of her duties as City Clerk which require travel in excess of ten (10) miles in one direction from the corporate limits of the City.

SECTION IX PERSONAL TIME AND OTHER LEAVE

In all respects, Jefferson shall be subject to, entitled to and governed by the general policies of the City identified in its Personnel Manual, as amended from time to time, regarding Personal Time Off ("PTO"), and other leaves, unless otherwise provided for herein, or otherwise required by law. Any accrued PTO or other leave from Jefferson's previous role with the City shall carry over and continue.

SECTION X BENEFITS AND PERSONNEL POLICIES

Except as otherwise provided herein, or otherwise required by law, Jefferson shall enjoy the benefits of, be entitled to, and be subject to, all the general City policies for all full-time employees listed within the City personnel manual, as amended from time to time, regarding all benefits and policies, including, but not limited to, medical, dental and life insurance and long-term disability insurance. Notwithstanding the foregoing, the City shall match the equivalent of up to five percent (5%) of Jefferson's salary to Jefferson's 457 Plan if she chooses to enroll in such Plan, at such times as it makes such Plan contributions for City employees generally, and Jefferson shall become immediately vested in the balance of her Plan account. Jefferson shall receive a City-issued cell phone for her business use, or a stipend for use of her personal phone

for business use, at Jefferson's option, under the same terms and conditions that such phones are provided to other City employees.

SECTION XI INDEMNIFICATION

Jefferson shall enjoy the benefits of City employees provided in the City of Salida Personnel Policies and Procedures and in the Colorado Revised Statutes regarding tort, professional liability claims or demands, and any other legal actions, arising out of an alleged act or omission occurring in the performance of her duties as City Clerk.

SECTION XII GENERAL AND MISCELLANEOUS PROVISIONS

(a) **Binding Effect; Enforcement.** This Agreement shall be and become binding upon, and inure to the benefit of, the Parties hereto, their heirs and personal representatives. This Agreement shall be construed and interpreted according to the laws of the State of Colorado, and any action necessary to enforce, construe, or interpret the within shall be maintained in the District Court in and for Chaffee County, Colorado. Nothing in this Agreement shall prevent or preclude the Parties' mutual agreement to submit any dispute arising from this Agreement to mediation or arbitration.

(b) **Facilities and Equipment.** The City shall furnish office facilities, equipment and assistance for Jefferson as the City deems appropriate for the performance of Jefferson's duties.

(c) **Compliance with TABOR.** It is the intent of the City and Jefferson 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. Therefore, the Parties agree that this Agreement is subject to an annual appropriation by the City Council and that the failure to make such appropriation, unless such action is the result of a prior termination for Improper Action under Section III(c) of this Agreement, will be deemed a termination within the meaning of Section III(a). The Parties further agree and acknowledge that the City has established and shall maintain an adequate present cash reserve held for future payments, if required, in an amount sufficient to pay any severance compensation required by this Agreement. It is the intent of this Section that the City shall be entitled to reasonable notice and a reasonable opportunity to cure any failure to appropriate sufficient funds prior to any determination that Jefferson's employment is terminated.

(d) **Assignment.** The rights and obligations of the City under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City. Jefferson shall not assign or otherwise convey any of her rights and obligations hereunder without the express written permission of the City Council.

(e) **Notices.** All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph:

If to the City: Mayor, City of Salida
The Touber Building
448 E. First Street, Suite 112
Salida, CO 81201

With a copy to: City Attorney Nina P. Williams
c/o Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027

If to Jefferson: Kristi Jefferson
P.O. Box 352
Salida, CO 81201

(f) **Entire Agreement.** This instrument contains the entire agreement of the parties and it may not be changed orally, but only by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. No action by one or more City Council members may amend, modify, alter, or change this Agreement unless approved by majority vote of the entire City Council.

(g) **Approval.** By execution of this Agreement, the City acknowledges that all required approvals have been obtained by the City Council so that this Agreement shall be fully effective and binding upon the parties hereto.

(h) **Multiple Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which together shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The signatures required for execution may be transmitted by facsimile or electronically (scan and e-mail), and such facsimile or electronic signature shall be deemed a duplicate original, shall be effective upon receipt, may be admitted in evidence, and shall fully bind the party making such signature.

IN WITNESS WHEREOF, the parties have affixed their signatures as of the date and year first above written.

CITY OF SALIDA, COLORADO

ATTEST:

Sara Law, Interim City Clerk

Dan Shore, Mayor

Kristi Jefferson
