



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** July 11, 2017
From: Nikki Salas, Assistant Town Manager **Item No:** 10
Subject: APPROVAL OF INTERIM TOWN MANAGER EMPLOYMENT
CONTRACT FOR LORI LAMSON

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

That the Town Council approves the interim Town Manager employment contract for Lori Lamson.

SUMMARY:

On April 11, 2017, the Town Council announced their decision to appoint current Assistant Town Manager, Lori Lamson, to serve as the interim Town Manager, beginning July 29, 2017 for a period of six months or until such time a Town Manager is hired, whichever occurs first, while conducting a recruitment for a permanent Town Manager.

BACKGROUND:

The Town of Apple Valley Town Manager, Frank Robinson, is retiring on July 28, 2017. The Apple Valley Town Council wishes appointment an interim Town Manager to handle the day-to-day operations of the town while the Town Council searches for a permanent replacement for Mr. Robinson.

FISCAL IMPACT:

There are sufficient funds available in the Town Manager's department budget to fund the interim Town Manager position in Fiscal Year 2017/2018 budget.

**INTERIM TOWN MANAGER AGREEMENT BETWEEN
THE TOWN OF APPLE VALLEY AND LORI LAMSON**

This Interim Town Manager Agreement (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between the Town of Apple Valley, a municipal corporation (“Town”) and Lori Lamson (“Employee”), in order to provide in writing the terms and conditions of employment for Interim Town Manager services. The Town and Employee may sometimes be individually referred to herein as “Party” and collectively as “Parties” throughout this Agreement.

WHEREAS, the incumbent Town Manager will retire from his position on July 28, 2017; and

WHEREAS, the Town will begin a search for a new, permanent Town Manager upon such retirement; and

WHEREAS, the Town requires a sufficient amount of time to conduct a thorough interview and hiring process in its search for a permanent Town Manager; and

WHEREAS, the Town will need the functions and duties of Town Manager to be performed during its search for a permanent Town Manager on an interim basis until a suitable candidate is hired; and

WHEREAS, Employee is currently employed by the Town as an Assistant Town Manager; and

WHEREAS, Employee is familiar with the functions and duties of the position of Town Manager and represents that she is qualified and capable of performing such functions and duties; and

WHEREAS, Employee agrees to fulfill the functions and duties of the position of Town Manager on an interim basis.

NOW, THEREFORE, the above named Parties hereby mutually agree and promise as follows:

Section 1. Employment

1.1 Employee has been appointed by the Town Council as the Interim Town Manager effective July 29, 2017.

1.2 Employee agrees to perform the functions and duties of Town Manager on an interim basis as set forth in Section 2.08.060 of the Municipal Code or by Resolution of the Town of Apple Valley and such other functions and duties as may be established or directed by the Town Council. Employee agrees to perform all such functions and duties to the best of her ability and in a lawful, efficient, and competent manner.

1.3 Employee agrees that the Interim Town Manager is the acting administrative head of the government of the Town and that, in accordance with the Municipal Code, her employment with the Town is at the will and pleasure of the Town Council and that her employment and this Agreement may be terminated by a majority vote of the Town Council without cause, without prior notice, and without right of appeal or hearing (except as provided in Section 3.4 of Employee's Assistant Town Manager Agreement), at any time. Further, pursuant to Section 2.60.030 of the Municipal Code, Employee acknowledges and agrees that by accepting employment as Interim Town Manager pursuant to this Agreement, she is not included in her capacity as Interim Town Manager in the Town's personnel system, as defined in the Municipal Code and the Town's personnel rules and policies, and that she has no corresponding rights or entitlements thereunder.

Section 2. Term

2.1 This Agreement shall be for an initial term of either six (6) months ending January 29, 2018, or until the first day of employment of a permanent Town Manager, whichever occurs first. At the discretion of the Town Council this Agreement may be renewed for an additional six (6) month period, or until the first day of employment of a permanent Town Manager, whichever occurs first, in the event that the Town's search for a permanent Town Manager requires more than the original allotted six (6) months. Unless otherwise provided for by a subsequent written agreement between the Parties, the terms and conditions of this Agreement shall apply to any extended term of this Agreement.

2.2 Nothing in this Agreement, the Town's Municipal Code, or the Town's personnel rules and policies, shall prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of Employee in her capacity as Interim Town Manager and this Agreement, at any time during the initial term or any extended term, subject only to the provisions set forth in this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from her position as Interim Town Manager up at least thirty (30) days' advance written notice, subject only to the provisions set forth in this Agreement.

Section 3. Salary

3.1 Town agrees to pay Employee for her services salaried basis, rendered on an hourly rate of one hundred fifteen dollars and fifty-five cents (\$115.55), less required and authorized deductions, in installments at the same time as other employees of the Town are paid, commencing on the effective date of this Agreement.

3.2 Town shall provide Employee with a car allowance of six hundred fifty dollars (\$650) per month. Employee shall be responsible for all expenses associated with the purchase, operation, maintenance and repair of any vehicle owned and operated by Employee. Employee shall be responsible for any tax obligations under state and federal law associated with the car allowance.

Section 4. Assistant Town Manager Position

4.1 Employee shall reassume her position as Assistant Town Manager with the Town immediately upon the expiration of this Agreement, at top step of the Assistant Town Manager salary range, as set forth in Section 2 above.

4.2 Upon return to her position as Assistant Town Manager, Employee's car allowance shall be reduced from six hundred fifty dollars (\$650) per month to five hundred seventy dollars (\$570) per month.

4.3 Upon return to her position as Assistant Town Manager, Employee will be subject to all terms and conditions contained in Employee's Assistant Town Manager Employment Agreement, entered into on or about April 1, 2014.

4.4 Throughout the term of this Agreement, all terms and conditions of Employee's Assistant Town Manager Employment Agreement, which are hereby incorporated by reference herein, that are not inconsistent with or contrary to the terms and conditions contained in this Agreement shall remain in full force and effect and continue to govern Employee's employment with the Town.

Section 5. General Provisions

5.1 Any modification of this Agreement will be effective only if made in writing and signed by both Employee and Town.

5.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

5.3 No waiver by any Party of any default or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5.4 This Agreement shall be governed by and construed in accordance with the law of the State of California.

5.5 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement.

5.6 Employee acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representation other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Interim Town Manager Employment Agreement as of the ___ day of _____, 2017.

By: _____
Lori Lamson
Employee

By: _____
Scott Nassif
Mayor