

**INTERIM TOWN MANAGER AGREEMENT
BETWEEN THE TOWN OF FAIRFAX AND JUDY ANDERSON**

THIS AGREEMENT, effective as of close of business June 22, 2012, by and between Judy Anderson (Anderson) and the TOWN OF FAIRFAX, a municipal corporation (TOWN), is made with reference to the following facts:

- A. The incumbent Town Manager has resigned effective June 22, 2012 and the Town Council desires to have an Interim Town Manager until such time that a permanent Town Manager is hired.
- B. Anderson is currently employed as the Assistant to the Town Manager/Town Clerk. She is familiar with the Town Manager job duties and able to perform them on an interim basis.
- C. On June 6, 2012 the Town Council agreed to appoint Anderson and direction was given to staff to negotiate a contract with Anderson to serve as the Interim Town Manager commencing on close of business June 22, 2012.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

- 1. SERVICES TO BE PERFORMED: In consideration of the payments hereinafter set forth, Anderson shall provide Interim Town Manager services to the Town government and shall exercise all duties and responsibilities of Town Manager as specified by Town ordinances or resolutions or as assigned to her from time to time by the Town Council. The services to be provided by Anderson will include, but are not limited to, those duties set forth in Section 2.12.070 of the Town Code. Anderson shall be responsible for the performance of the functions of the office of Town Manager, and or all of which may be delegated to her duly authorized assistants. Anderson shall perform services using the highest ethical standards. Anderson shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement.
- 2. PAYMENTS: In consideration of the services rendered in accordance with all the terms, conditions and specifications set forth herein, the TOWN shall increase Anderson's base pay during the term of this Agreement from \$82,245/year to \$115,000/year for services provided by her.
- 3. BENEFITS: Anderson shall continue to receive the same employment benefits that she currently receives as the Assistant to the Town Manager/Town Clerk, including, retirement, medical, dental, sick leave, vacation and holidays. Should Anderson be required to attend an approved conference or seminar, she shall be reimbursed for reasonable related expenses thereto.
- 4. TERMINATION BY TOWN, This Agreement shall terminate upon the effective date of the employment of a permanent Town Manager. The Town Council may terminate this Agreement at any time, with or without cause, by a majority vote of the entire Town Council, at a regular meeting or a special meeting called for that purpose. No prior notice to Anderson is required for the TOWN to terminate this Agreement. Unless terminated for cause, in the event the Town Council terminates this Agreement, Anderson is entitled to return to her prior position as Assistant to the Town Manager/Town Clerk and shall receive and enjoy the

salary, benefits, terms and conditions under which she was previously employed in that position, as they may have been modified during the interim period. For the purposes of this Agreement, cause shall be as defined by the Personnel Code.

TERMINATION BY ANDERSON : Anderson may, at any time, terminate this agreement by giving at least thirty (30) days prior written notice to the Town Council.

5. **SEVERANCE:** No severance compensation shall be owed by Town to Anderson in the event of resignation or other termination of employment whether initiated by Anderson or the Town.
6. **RELATIONSHIP OF THE PARTIES.** Anderson agrees and understands that the services provided under this Agreement are performed on an at-will basis. Anderson agrees and understands that the services provided under this Agreement are for an interim appointment only and that upon termination, except as otherwise provided in this Agreement, Anderson and the TOWN further agree and understand that, other than the change in duties and pay described in this Agreement, all other terms, conditions, and benefits of Anderson's existing employment with the TOWN shall remain in full force and effect.
7. **NON-ASSIGNABILITY.** Anderson shall not assign this Agreement or any portion to a third party.
8. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, written or oral, between the parties, and contains all of the covenants and agreements between the parties. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. No modification to this Agreement shall be effective unless reduced to writing and signed by both parties.

The parties, having read all the foregoing, and having fully understood and agreed to the terms and conditions of this agreement, execute this agreement by signing below.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first above written.

TOWN OF FAIRFAX

By: _____
Pam Hartwell-Herrero, Mayor

Judy Anderson