

CHIEF ADMINISTRATIVE OFFICER'S EMPLOYMENT AGREEMENT

THIS AGREEMENT made this First (1st) day of March, 2022

BETWEEN:

The Town of Canmore, a municipal corporation incorporated under the laws of Alberta; ("the Town"),

AND Sally Caudill (the "Employee")

WHEREAS the Town has by Bylaw No. 01-2012 established the position of Chief Administrative Officer.

AND WHEREAS the Town desires to employ the services of the Employee as the Chief Administrative Officer.

AND WHEREAS the Employee has agreed to accept the position of Chief Administrative Officer with the Town of Canmore subject to and on the terms and conditions set forth in this agreement.

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Position

1. The Town hereby agrees to employ the Employee as the Chief Administrative Officer (CAO) as defined by the *Municipal Government Act*, R.S.A 2000, Chapter M-26, as amended or replaced from time to time (the "MGA"). The Employee shall be responsible and accountable to the Council of the Town of Canmore ("Council").

Duties

2. The Employee shall have the responsibilities and shall carry out the powers, duties and functions of CAO as provided by the MGA, and any amendments thereto, and as assigned to the Employee by the Town from time to time through the direction, resolution, or bylaws of Council, which duties include but are not limited to those duties of the CAO set forth in the job description Schedule A.

Good Faith, Fidelity, and diligence

3. The Employee will devote their full working time and attention to the business and affairs of the Town and, in particular to the carrying out of their employment duties and obligations.

4. The Employee shall at all times conduct themselves in such a manner which complies with the Code of Ethics and all similar or related standards established by the Local Government Administrators Association, as amended from time to time.
5. The Employee agrees to avoid any external commitments that would constitute an actual or perceived conflict of interest with the Employee's employment under this agreement.

Term

6. The term of this agreement shall commence on the **Second (2nd)** day of **March**, 2022 and shall run for an indefinite period subject to termination as provided herein.

Termination, Resignation and Severance

7. This agreement may be terminated at any time by way of the following provisions:
 - a) The Town may terminate the Employee at any time for just cause. Just cause for the purpose of this Agreement shall include:
 - i. any material violation of the Town's bylaws, policies, or directives, including without limitation the Employee Code of Conduct and the Respectful Workplace Policy;
 - ii. any material act of dishonesty, financial or otherwise, against the Town;
 - iii. conviction of a criminal or regulatory offense which has or may have a material adverse impact on the Town's goodwill and reputation if the Employee is retained as an employee of the Town;
 - iv. the Employee's willful, unauthorized disclosure of Confidential Information as defined herein; and
 - v. any act of dishonesty, insubordination or infidelity deemed to be just cause for termination at common law;
 - vi. Failure by the employee to maintain their primary and permanent residence within the municipal boundaries of the Town of Canmore;

In the event of termination for just cause, the employee is entitled only to their earned salary and entitlements to the date for termination. Upon such payment, the employee shall have no further claim against the Town for termination.

- b) The Employee may at any time resign or retire from the position of CAO by providing three (3) months written notice to the Town. In the event the Employee provides notice of their intention to terminate their employment with the Town, the Town may, in its complete discretion, choose to terminate the Employee's employment immediately by providing the Employee with an amount equivalent to the base salary plus benefit entitlements that the Employee would have earned up to and

including the Employee's indicated date of resignation. Upon termination of the Employee's employment under this paragraph, the Town shall have no further legal obligations to the Employee and the Employee shall have no claims against the Town for remuneration or compensation.

- c) The Employee's employment with the Town may be terminated at any time without cause, by Council in its unfettered discretion, by way of a resolution duly passed through a majority vote of all elected members of Council. In such event, the Employee shall receive: eighteen (18) months' pay in lieu of notice, and the cash value of all accrued vacation and sick time and other benefits. Calculation of the Employee's entitlement will be based on the Employee's base salary as at the date of termination. Upon such payment the Employee shall have no further claim against the Town for the Termination.

Salary and Benefits

8. The Town shall pay the employee an annual base salary of Two Hundred and Fifteen Thousand dollars (\$215,000), less required withholdings, payable in accordance with the regular payroll policies of the Town as may be amended from time to time (the "base salary").
9. The Employee's annual base salary will be reviewed annually by Council or a committee of designated members thereof. The parties agree that the Employee's remuneration may be adjusted by way of an increase to the Employee's base salary or the payment of a bonus (the payment of a bonus shall not be included in base salary).
 - a) Any adjustments to the Employee's annual base salary or of a bonus shall be at the discretion of Council, committee, or designated member as the case may be, and may take into consideration the results of the Employee's annual performance review.
 - b) Without limiting the generality of the foregoing, the Employee's base salary will be increased by no less than any "cost of living adjustment" approved by Council for all Town employees for the applicable year; and
 - c) Any bonus shall be entirely discretionary and shall not be considered a regular part of the Employee's compensation.
10. The Employee shall participate in all standard employee benefits as may be offered to managerial employees of the Town according to the Town's general human resources policies from time to time. The Employee authorizes the Town to make all necessary payroll deductions and to convey all necessary confidential information for the Employee's participation in the plans.



11. The scope of the benefits coverages and payment of the benefit premiums shall be as determined by the Town. The Town expressly reserves the right to change carriers, plans or policies, or amend or terminate coverages as deemed appropriate. Where coverages are in force, the Town's obligations do not extend to guaranteeing payment of claims under a particular plan or policy. The provisions of the policies and plans shall govern with respect to benefit eligibility, plan administration, plan participation and benefits provided.

Vacations

12. The Employee's vacation entitlement, currently seven (7) weeks per calendar year, shall be determined and governed by the Town's general employment policies in the same manner as other full-time managerial employees. The Employee acknowledges that the Town reserves the right to modify the applicable employment policies from time-to-time, which may increase the Employee's annual vacation entitlement.

13. The Employee shall be paid regular salary during vacation time taken, and the Employee shall generally take vacation time during the calendar year in which it is earned. The employee may carry-over vacation time from one year to the next, to a maximum of half of the annual entitlement.

14. The Employee is responsible for ensuring that their full vacation is taken each year. The timing of the Employee's annual vacation time will be as mutually agreed upon in advance between the Employee and the Chief Elected Official on Council (the "Mayor").

Residence and Relocation

15. It is an ongoing condition of employment under this Agreement that the Employee's primary and permanent residence be within the municipal boundaries of the Town of Canmore unless otherwise authorized by Council.

Assignment

16. This agreement shall be binding upon the Town and any successor government into which the Town may hereafter be merged, unified, or consolidated.

Annual Performance Review

17. The Town shall perform an annual review of the Employee's performance. The review shall take place every year during the currency of this agreement during the same month that this agreement was executed. Performance reviews shall be conducted in accordance with criteria developed between the Town and Employee.

18. Performance review criteria shall be developed by the Town and Employee within sixty (60) days of executing this agreement and for every other year during the currency of this agreement performance review criteria shall be set no later than sixty (60) days following the completion of the previous year's performance review.

19. The Employee shall be apprised of the results of the performance review and shall be given an opportunity to provide written comments to the Town.

Hours of Work

20. It is recognized that the CAO position is a management position and shall work such hours as required of other management personnel pursuant to the Town's personnel policies.

21. It is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal workday, and the Employee agrees to do same as is required. The Employee expressly acknowledges that their base salary contemplates any and all such additional hours of work.

22. In acknowledgement of the need to expend additional time beyond the normal workday, the Employee may have one Earned Day Off (EDO) every month, which can be scheduled subject to approval from the Mayor. EDOs are forfeited if not taken and will not accrue.

Outside Employment

23. The Employee shall not engage in any other employment without the prior expressed consent of Council.

Internet Allowance

24. The employee shall be provided with an allowance for a high-speed internet connection for their primary residence, in the amount of \$100 per month.

Employment Policies

25. Unless otherwise agreed to in writing, all employment-related policies of the Town (for example but not limited to leaves of absence, maternity leave, confidentiality, the Code of Conduct, and the Respectful Workplace Policy) shall apply to the Employee and the Employee shall comply with these policies notwithstanding that the employee reports to Council. The Employee expressly acknowledges that the Town has the right to unilaterally amend such policies as it deems appropriate, and that the employment policies as amended from time-to-time shall apply to the Employee.

Confidentiality

26. The Employee acknowledges that through their employment responsibilities they will acquire confidential information concerning the operations of the Town ("Confidential Information"). Examples of Confidential Information include but are not limited to:

- a) Information that the Town must or may refuse to disclose under the *Freedom of information and Protection of Privacy Act*;

- b) Information that the Town is required to keep confidential for the benefit of third parties;
- c) Information on the financial or human resources of the Town;
- d) Information concerning the users or participants in Town programs, services or processes;
- e) Business strategies, models, data, whether or not proprietary in nature;
- f) Strategies related to the Town's collective bargaining negotiations;
- g) Trade secrets, inventions, or other intellectual property, including that which is created through or with input from the Employee;
- h) Further information that is marked confidential or subject to reasonable efforts to keep confidential or which would appear to a reasonable person to be confidential in the context; and
- i) Any information to which duties of confidentiality would apply at common law on account of the employment relationship and the Employee's position within the Town's organization;

27. Notwithstanding the above, Confidential Information shall not include:

- a) information that is within the public domain through means other than an unauthorized disclosure on the part of the Employee;
- b) information disclosed in compliance with any applicable statute or regulation, or as compelled by a governing court or quasi-judicial body;
- c) information disclosed where authorized by the Town; or
- d) information the disclosure or use of which is legitimately required for fulfillment of the Employee's employment duties on behalf of the Town and which is in the interests of the Town to disclose.

28. The Employee agrees that they will not, without the written consent of the Town, during their employment with the Town or thereafter:

- a) use any Confidential Information or make copies of Confidential Information for the Employee's own benefit or purposes, or for the benefit or purposes of any person or organization other than the Town;
- b) divulge, communicate, or otherwise disclose Confidential Information to any person or organization;

29. The Employee shall, during the course of their employment with the Town and thereafter:

- a) Keep all Confidential Information and copies of the same strictly confidential;

- b) use best efforts to prevent the use or communication or copying of any Confidential Information by any person or organization, except for the purpose of the Employee's duties to the Town;
 - c) inform the Town immediately upon becoming aware or suspecting that any person or organization improperly knows or has used Confidential information or copies of Confidential Information;
30. The Employee acknowledges that the disclosure of Confidential Information could be detrimental to the legitimate interests of the Town and that the Town is therefore entitled to protect its interest in such Confidential Information, whether proprietary or not. The Employee agrees that the restrictions on the disclosure of Confidential Information herein are necessary and reasonable under the circumstances.
31. The Employee acknowledges and agrees that all Confidential Information is the property of the Town. Upon termination of this agreement, or at any time on request of the Town, the Employee shall forthwith:
- a) return all Confidential Information to the Town;
 - b) delete or destroy all Confidential Information in the most irretrievable manner possible; and
 - c) certify to the reasonable satisfaction of the Town, the Employee has complied with the obligations under this section.
32. The Employee acknowledges and agrees that the rights and ownership of any intellectually property developed through employment with or with input from the Employee shall remain the sole and exclusive property of the Town. Notwithstanding the above provisions for use of Confidential Information in the interests of the Town, the Employee shall not disclose any intellectual property developed or acquired through the course of employment with the Town, without the prior expressed consent of Council.
33. The obligations of the Employee respecting Confidential Information shall survive termination of this agreement regardless of the cause.

General Provisions

34. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this agreement.
35. This agreement shall be construed in accordance with, and governed by, the laws of the Province of Alberta.



36. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

37. This agreement shall be binding upon and endure to the benefit of the heirs, executors, administrators, and legal personal representatives of the Employee.

38. Any waiver, modification or cancellation to this agreement must be in writing and signed by the parties to have any force or effect.

39. Any notice required to be given under this agreement shall be delivered personally, in person, or by email. _____

- (a) The Town and Employee each agree that they have had the opportunity to seek independent legal advice prior to signing this agreement and each agrees that the terms are fair, reasonable, and understood.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first-above written.

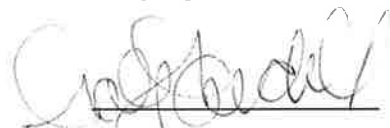
Town

Per: 

[Corporate Seal]

Mayor

Employee



Sally Caudill

Witness



[witness name]

Schedule A



Position Description

Chief Administrative Officer

General Accountabilities

The Chief Administrative Officer (CAO) for the Town of Canmore is appointed by and reports to the Mayor and Town Council. The CAO plays a key role in shaping the future of the Town of Canmore. As principal advisor to the Mayor and Council, the CAO supports the development and implementation of strategic objectives, provides executive leadership, oversees operational and financial management, fosters a culture of service excellence and builds relationships with key stakeholders.

Specific Accountabilities

As defined by the Province of Alberta's Municipal Government Act and the Town's CAO bylaw, the duties and responsibilities of the CAO include, but are not limited to:

- Advise, provide assistance, make recommendations and offer support to Mayor and Council on the full range of municipal matters
- Provide leadership in ensuring that all Town policies and programs are efficiently coordinated, delivered in a responsive and effective manner, and reflect the overall strategic priorities of the Town as defined by Council
- Establishes strategic direction based on continual assessment of environment and emerging trends, issues and opportunities
- Effectively manage resources (human, physical, financial and information) to achieve results that are aligned with organizational goals
- Annually direct, coordinate and facilitate the operating and capital budget preparation process
- Supports continuous improvement in health and safety through ongoing involvement, allocation of resources, and ongoing feedback
- Establish, implement and advocate policies, procedures, standards and guidelines
- Ensures accountability for achievement of results throughout the Town
- Provide leadership and organizational support for corporate and community sustainability initiatives and for maintaining a meaningful association with TNS Canada
- Work with all provincial government departments to foster healthy relationships and further the Town objectives
- Develop a network of external services, agencies, business and professional contacts that will benefit the Town
- Attend and participate in local events and functions

Abilities & Experience

- **Leadership Skills**
 - Develop and leverage the competencies of others to achieve organizational success and deliver results in an environment of continuous improvement
 - Engage employees, the public and other stakeholders on issues that impact the Town of Canmore and its constituents
 - Create and nurture a culture that attracts, retains and motivates talented people
 - Support, enhance and facilitate the work of elected officials through a collaborative approach to building partnerships and relationships with relevant stakeholders
 - Maintain a high degree of personal integrity and commitment
 - Exercise discretion and judgment in handling sensitive information

- **Political and Business Acumen**
 - Consider and understand the political implications of decisions
 - Understand legislative and regulatory processes
 - Exhibit demonstrated budgeting and financial management skills
 - Analyze and solve problems systematically and with creativity

- **Communication skills**
 - Possess strong verbal, written and presentation skills
 - Demonstrate a clear, concise and positive style
 - Build trust through presenting ideas clearly and effectively listening to others, even when not in agreement
 - Effectively establish rapport with stakeholders including Council, employees, external agencies and community members
 - Have media relations experience

- **Experience**
 - Proven experience in strategic planning and organizational development.
 - A positive record of working effectively with:
 - Elected officials, Boards of Directors, volunteer boards and committees
 - Public participation process
 - Policy and service delivery

- Demonstrated knowledge working with the Municipal Government Act and related legislation

Interpersonal Qualities

- Build and maintain strong relationships between the Mayor and Council and Administration that are transparent and based on mutual trust and respect
- Develop strong relationships with stakeholder groups, community members, and partners at the local , regional, municipal and federal level
- Develop a highly functioning team of employees who are empowered to perform
- Display enthusiasm, energy and a sense of humor
- Possess conflict resolution skills

Competencies, Education & Certifications

- Post-Secondary degree/diploma in Public Administration/Finance/Engineering/Planning or related areas. Certified Local Government Managers or CLGM designation will be considered an asset.
- Minimum 5-8 years' Senior Management experience in Municipal Government/Broader Public Sectors is a requirement.
- Prior experience dealing with first nations will be considered an asset.
- A strong background in transformational leadership with an innovative spirit. A high energy leader with proven ability in bringing new ideas and vision to the table as well as being comfortable with the latest technological trends as it relates to municipal government.
- Ability to build collaborative relationships using effective communication strategies with elected officials, neighboring municipalities, upper tier government, the business community, residents and community groups at large. Prior experience in strategic planning, and attracting funding/ investments would be considered an asset.
- Proven experience in building accountability through rigorous performance management measures. Prior experience in utilizing key performance indicators would be considered an asset.
- Fair but firm leadership style. Proven delegation skills and ability to maximize the potential of the team by fostering an environment of creativity and innovation and focused on customer service excellence.

This description is a general statement of required major duties and responsibilities performed on a regular and continuous basis. It does not exclude other duties as assigned.

Johanna Sauve

Subject: Finalize CAO Contract
Location: Mayor's Office

Start: Wed 2022-03-16 10:30 AM
End: Wed 2022-03-16 10:35 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Sean Krausert
Required Attendees: Johanna Sauve

Johanna - I've included the motion from the March 1 minutes below for ease of reference:

Appointment of Chief Administrative Officer

54-2022 Moved by Mayor Krausert that Council appoint Sally Caudill to the role of Chief Administrative Officer for the Town of Canmore and authorize Mayor Krausert to execute the CAO Contract on behalf of the Town.

