

**TOWN OF RED CLIFF, COLORADO
RESOLUTION 18, SERIES 2024**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF RED CLIFF, COLORADO, APPROVING TOWN MANAGER EMPLOYMENT AGREEMENT WITH MELISSA MATTHEWS

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 17th day of December 2024, by and between the TOWN OF RED CLIFF, a Colorado municipal corporation, hereinafter know as “Town” and MELISSA MATTHEWS, whose address is PO Box 103, Red Cliff, CO 81649, hereinafter know as “Town Manager” or “Employee.”

WHEREAS, the Town of Red Cliff is a municipal corporation of the State of Colorado that provides various municipal services to the residents and taxpayers of the Town of Red Cliff; and

WHEREAS, the Town seeks to provide for the services of a Town Manager to successfully and competently perform the function of such office, and State law authorizes the Town to contract with persons to provide services for the good of the Town; and

WHEREAS, the Town desires to employ the services of Employee for the office of Town Manager of the Town of Red Cliff, Colorado; and

WHEREAS, the Town and Employee desire to set forth certain specifics concerning the employment of Employee by the Town, and to establish conditions of employment and working conditions; and

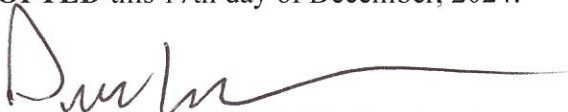
WHEREAS, the Employee desires to accept employment as the Town Manager of the Town of Red Cliff under the terms and conditions set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF RED CLIFF, COLORADO, THAT:

Section 1. The Board of Trustees approves the Town of Red Cliff Town Manager Employment Agreement attached as Exhibit A. The Board of Trustees authorizes the Mayor to execute the Town Manager Employment Agreement.

Section 2. Effective Date. This Resolution shall take effect upon approval by the Board of Trustees.

RESOLVED, APPROVED, and ADOPTED this 17th day of December, 2024.



Duke Gerber, Mayor

ATTEST:



Melissa Matthews, Town Administrator/Clerk

**TOWN OF RED CLIFF, COLORADO
TOWN MANAGER EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the “**Agreement**”) is made and entered into by and between the Town of Red Cliff, Colorado, (hereafter “**Town**”) acting through the Board of Trustees (“**Board**”), and Melissa Matthews (hereinafter “**Matthews**” or “**Manager**”).

RECITALS

WHEREAS, the Board of Trustees wishes to appoint Melissa Matthews as Town Manager, and Melissa Matthews wishes to serve in said position; and

WHEREAS, the Town and the Manager desire to set forth certain specifics concerning the employment of Melissa Matthews as Town Manager by the Town and to establish conditions of employment and working conditions; and

WHEREAS, the terms and conditions of this Agreement are satisfactory to the parties.

NOW THEREFORE, in consideration of the following mutual covenants and conditions the parties do hereby agree as follows:

Section 1. Appointment.

The Board of Trustees hereby appoints Melissa Matthews as Town Manager, to serve at the pleasure of the Board of Trustees, commencing January 1, 2025.

Section 2. Duties.

As Town Manager, Melissa Matthews shall perform duties as required by the applicable laws of the State of Colorado, the ordinances, resolutions, and other enactments for the Town, and as required by the Board of Trustees. Specific duties include but are not limited to:

1. Managing the day-to-day operations of the organization as well as translating the Board’s vision and goals into budgetary priorities and operational objectives.
2. Leading all daily operations of the Town, with reporting functions in Administration, Finance, Community Development, and Public Works.
3. Acting in a supervisory capacity over all Town employees and being responsible for hiring, training, and termination of employees.
4. Providing leadership, efficiency, transparency, accountability, and fiscal responsibility to the organization.
5. Preparing and administering the Town’s annual budget.
6. Representing the Town in intergovernmental affairs, community relations, and active involvement in local and regional associations and partnerships.
7. Performing functions and duties as specified within Colorado Statutes and other legally permissible and proper duties and functions.
8. Working closely with the Board of Trustees to ensure efficient and effective profession of all Town services.
9. Ensuring the implementation of policies, programs, and directives established by the Board of Trustees.

Exhibit A

Section 3. Compensation and Benefits.

1. Salary. Commencing January 1, 2025, Matthews shall be paid an annual gross salary as approved of \$72,800, payable in accordance with the Town's payroll schedule for Town employees, and as may be adjusted by the Town Council from time to time. This salary amount and any bonus amount shall be reduced by all mandatory tax and other payroll withholding amounts, as well as by all properly directed voluntary payroll withholding amounts.
2. Cell Phone Allowance. The Town shall provide Matthews seventy-five dollars (\$75) per month as a cell phone allowance. By accepting such allowance, Matthews agrees to assume responsibility for paying for the operation and maintenance, repair, insurance, and regular replacement of the personal cell phone, which she shall be obligated to use to carry out the job duties. Matthews shall be willing to make this personal cellular phone number available to Town staff and elected officials for the conduct of Town Business.
3. Vacation, Sick and Holidays. Matthews shall be entitled to paid time off per the Town's Employee Handbook, as may be amended from time to time. In addition, Matthews shall be entitled to paid holidays and sick pay recognized by the Town's employment policies.
4. Benefits. Matthews shall also be eligible to receive and/or participate in all benefit plans made available to full-time employees of the Town including without limitation health insurance and retirement savings plans.
5. Dues and Subscriptions. The Town agrees to budget and to pay the professional dues and subscriptions necessary for Matthews' continuation and full participation in national, state, and local associations and economic development groups necessary and desirable for Matthews' continued professional participation, growth, and advancement, and for the good of the Town, including but not limited to the payment of dues in the International City/County Managers Association (ICMA), Colorado City & County Management Association (CCCMA), and the Colorado Municipal League (CML). Nothing in this paragraph shall prevent the Board of Trustees from decreasing the amount budgeted for such purposes provided that such decrease is deemed necessary and in the best interest of the Town as a result of the financial position of the Town.

Section 4. Term of Agreement.

1. This Agreement shall become effective on January 1, 2025, irrespective of the date upon which either Party executes it. It shall thereafter remain in effect until terminated by either Party.
2. The employment described in this Agreement is at will. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate this Agreement at any time, with or without cause to do so. Likewise, nothing in this Agreement shall prevent, limit, or otherwise interfere with Matthews' right to terminate this Agreement at any time, with or without cause to do so.
3. Upon termination of this Agreement by either Party, the Town shall pay Matthews the compensation provided for in Section 3 of this Agreement through the date of termination. Matthews shall not be entitled to additional compensation in any form except that severance pay as outlined in Section 5 of this Agreement may be payable under the terms and conditions set forth therein.
4. Should the Town exercise its right to terminate this Agreement, it may, in its discretion, require that Matthews cease the job duties immediately.
5. Nothing in the Agreement shall prohibit the Town and Matthews from jointly executing a Separation Agreement to further clarify details related to separation.

Exhibit A

Section 5. Termination, Resignation and Severance Pay.

1. The Manager's employment may be terminated at any time, with or without cause, by the affirmative vote of a majority of the Board.
2. In the event the majority of the Board of Trustees votes to terminate the Manager at a duly authorized public meeting when the Manager is willing and able to perform the duties of the Town Manager, the Town agrees to pay Manager severance payment equivalent to six (6) months of her base salary, plus continuation of health insurance benefits received by the Town Manager at the time of termination for a period of three (3) months. The Town Manager shall not be entitled to continuation of any benefits other than health insurance during the severance period. Severance shall cease if the Manager secures full-time employment during the severance period. Acceptance of severance pay by the Town Manager shall constitute a full release of any and all claims against the Town, the Town Board, and its members, and the employees and agents of the Town, which claims arise from or are in any way related to Town Manager's employment or the termination of such employment.
3. If Matthews' employment is terminated by the Town for Cause or if Matthews resigns, becomes disabled or dies, Matthews shall be entitled to receive only the salary and associated benefits as outlined in Section 3 through the date of termination.
4. Matthews agrees to provide the Town not less than 60 days written notice of the intention to terminate this Agreement. Should Matthews terminate this Agreement, the Manager will reasonable and timely cooperate in the transition of the duties to other Town personnel.
5. If the Board of Trustees, at any time during the term of this Agreement, reduces the salary or other financial benefits of Matthews in greater percentage than an applicable across-the-Town reduction for all Town employees, Matthews may, at Matthews' option, resign and be deemed to be "terminated" at the date of such reduction and severance pay shall be due and owing.

Section 6. Performance Evaluation.

1. Either the Town Manager or Board of Trustees may request a performance review of the Town Manager as otherwise needed or requested. It is the duty of the Town Manager to arrange a performance review with the Board of Trustees. The review shall include:
 - a. Evaluation of the Manager's performance.
 - b. Discussion of potential salary adjustments and professional development opportunities.

Section 7. Miscellaneous.

1. Hours of work: It is recognized that the Manager's duties require work outside normal office hours, including evening and weekend meetings. The Manager may adjust her schedule to accommodate such responsibilities.
2. Outside Activities: The Manger shall not engage in outside business activities that conflict with the interest of the Town. Approval from the Board is required for any remunerated activities or significant time commitments.
3. Enter Agreement: This Agreement constitutes the full and complete agreement between the parties and supersedes any prior agreements, whether verbal or written.
4. Amendments: This Agreement may be amended from time to time, but only in writing and executed by both parties
5. If any provisions or any portion of this Agreement is adjudged unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Exhibit A

Section 8. Indemnification.


The Town Manager shall be defended and indemnified in actions undertaken in official capacity pursuant to all insurance coverages maintained by the Town and pursuant to the terms of the Colorado Governmental Immunity Act. The Town Manager shall, however not be indemnified for any act or omission that is willful and wanton as those terms are defined in the Colorado Governmental Immunity Act. The Town, its officers and employees do not waive or intend to waive by any provision of this agreement the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, or otherwise available to the Town, its officers and employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF RED CLIFF,




Duke Gerber, Mayor



Melissa Matthews, Manager

ATTEST:



Chris Brown, Deputy Clerk