

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into between the City of Glenwood Springs, Colorado (hereinafter "Employer" or the "City"), and Beverli A. Marshall (hereinafter "Employee" or "City Manager") this 19 day of January 2023.

### **RECITALS**

1. Employer is a Colorado home rule municipal corporation and is desirous of appointing Employee to serve as City Manager pursuant to Section 6.2 of the Glenwood Springs Municipal Charter; (the "Charter"); and
2. Employee is qualified to serve as City Manager and desires to enter into this Agreement on the terms and conditions hereinafter set forth; and
3. For and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### **SECTION I EMPLOYMENT**

- A. Employer hereby agrees to employ Employee as City Manager and Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of Employer.
- B. Employee's employment as City Manager under this Agreement shall commence on March 20, 2023. Pursuant to Section 030.010.010 of the Glenwood Springs Municipal Code, the City Manager serves as the chief administrative officer of the City and is directly responsible to the City Council for the administration of the City. All City Council direction to the City shall be through the City Manager. The City Manager shall report to and serve at the pleasure of City Council.
- C. Employee shall have the authority and responsibility to perform all duties of the City Manager subject to the requirements of the Charter, the Municipal Code, the City Personnel Manual, and such other legally permissible and proper duties and functions as may be assigned from time to time by the City Council.
- D. Employee is an exempt employee without set hours of work but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position.

**SECTION II  
TERM OF EMPLOYMENT**

A. The initial term of this Agreement shall be for two years from March 20, 2023, to March 19, 2025, subject to annual appropriation in the City's normal budget process at the salary stated in Section IV below. Employee's work performance shall be reviewed after 6, 12 and 18 months. At the 18-month evaluation, the City Council and Employee shall determine whether to renew this Agreement at the end of its term (March 19, 2025) for an additional two years. If the Agreement is renewed, City Council shall review Employee's work performance and salary at least annually on or before the anniversary date of this Agreement.

B. Employee agrees to remain in the exclusive employment of Employer during the initial term of this Agreement and any additional terms unless prior written permission is granted by Employer. Employee shall devote all of Employee's professional time, attention, knowledge, and skills solely to the business and interest of Employer. Employer shall be entitled to all of the benefits arising from or incident to all work, services, and advice of Employee, and Employee shall not, during the term of this Agreement, maintain other employment.

**SECTION III  
SALARY AND BENEFITS**

A. Compensation. City agrees to pay Employee for their services rendered pursuant hereto, an annual base salary of \$215,000 per calendar year, payable in installments at the same time as other employees of the City are paid. Compensation shall be reviewed annually as provided for in Section II.A above. Provided that at the Employee reviews outlined above, City Council shall consider but is not obligated to provide a salary increase for the employee.

B. Housing Allowance. Employee shall receive a \$2,000 per month housing allowance effective March 20, 2023.

C. Benefits. Employer shall provide Employee with health, retirement, paid leave and other employment benefits offered to its full-time supervisory employees as set forth in its Employee Handbook, as such handbook may be amended by City Council. The City may grant Employee discretionary benefits in addition to those offered to other employees based on mutual agreement between the City and Employee.

D. Vacation. Employee shall accrue vacation at the rate of a ten (10) year employee. Accrual will be based on accrual levels offered to other City employees with the same seniority. The Employee shall be entitled to an initial 40 hours of vacation upon commencement of employment. Maximum vacation accrual hours are subject to the limits set forth in its Employee Handbook, as such handbook may be amended by City Council.

E. Vacation and Sick Leave Payout. Upon voluntary or involuntary termination for any reason, the Employee shall be paid for then accrued and unused vacation. Sick leave shall be paid for as set forth in its Employee Handbook, as such handbook may be amended by City Council.

F. Equipment: The City agrees to budget and pay for a cell phone, laptop computer and cellular hotspot/modem for the Employee. Equipment shall be used primarily for business purposes but may be used for personal use. The Employee agrees to provide the corresponding contact number to all Council members, department heads, and Employee's office staff. The Employee agrees to provide calendar information to the Employee's office staff.

G. Reimbursement expenses: The City shall reimburse, or may pay in advance, reasonable job-related expenses Employee incurs while performing City Manager duties as budgeted.

H. Relocation expenses. Employee shall be entitled to up to \$5,000 in relocation expenses, subject to Employee's submission of receipts for such expenses within three months of the effective date of this Agreement. Reimbursement of relocation expenses may be used for relocating Employee's household, temporary housing, and similar expenses related to relocation to Glenwood Springs.

#### **SECTION IV TERMINATION AND SEVERANCE PAY**

A. For the purpose of this provision, termination shall occur whenever the majority of the City Council votes to terminate Employee at a duly authorized City Council meeting.

B. If the City at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than similar reductions being applied to a majority of other City employees, or in the event that the City refuses to comply with other contract provisions materially benefitting Employee, or fails to appropriate Employee's salary, or formally or informally suggest that Employee resign, Employee may, at Employee's option, be deemed to be terminated and following said termination, all severance pay provisions included herein shall apply.

C. In the event Employee is terminated by Employer prior to the end of the contract term without cause and Employee is willing and able to satisfactorily perform the duties of City Manager at the time of termination, City shall pay Employee a sum equal to four (4) times the Employee's monthly gross salary, plus all accrued and unused vacation time at the current rate of pay. In the event the Employee is terminated by Employer without cause within ninety (90) days of the regular 2023 Glenwood Springs Municipal election, and Employee is willing and able to satisfactorily perform the duties of City Manager at the time of termination, City shall pay Employee a sum equal to six (6) times the Employee's monthly gross salary, plus all accrued and unused vacation time at the current rate of pay.

D. Any severance pay to be paid under the terms of this Agreement shall be paid in monthly installments or as a lump sum, at Employee's discretion.

E. Any severance payment made under any provision of this Agreement shall be contingent on Employee's execution of a full and complete waiver and release of claims or actions arising out of Employee's employment, or termination thereof. No severance payments shall be

made under this Agreement until after expiration of any statutory period of revocation to which Employee might be entitled.

F. If Employee is terminated for cause, Employer is not obligated to pay severance under this Section. For purposes of this Agreement, the following shall constitute "cause" termination: (1) conviction associated with the commission of a crime of moral turpitude such as an act of fraud or a crime of dishonesty; (2) any felony conviction; (3) willful violation of City policy; (4) gross negligence or willful malfeasance of Employee's duties and responsibilities required under this Agreement; or (5) Employee's prolonged unexcused absence from employment (other than by reason of disability due to physical or mental illness).

G. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Employee's power to resign at any time from this position. If Employee resigns, Employer is not obligated to pay severance. In the event Employee desires to resign from the City Manager position, Employee shall give the City sixty (60) days written notice in advance, unless the City Council otherwise agrees.

## **SECTION V PROFESSIONAL DEVELOPMENT**

Subject to such amounts as may be budgeted and appropriated by the City in its sole discretion, the City agrees to pay the dues, registration fees, travel, and subsistence expenses of Employee for professional and official memberships, travel, meetings, and occasions adequate to continue the professional development of Employee and to pursue necessary official and other functions for the City as may be determined and approved by the City.

## **SECTION VI RESIDENCY**

Pursuant to Section 6.1 of the City Charter, Employee shall reside within a ten-mile radius of the corporate limits of the City, as they exist from time to time.

## **SECTION VII ADDITIONAL PROVISIONS**

A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements.

B. The Agreement is personal to each of the parties hereto and neither party may assign nor delegate and of its rights or obligations hereunder without first obtaining written consent of the other party.

C. Any promises or covenants of the City pursuant to this Agreement requiring the payment or disbursement of any money by the City shall be subject to annual budgeting and appropriation.


D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.


F. Any dispute between the parties arising out of this Agreement shall be resolved by the filing of an action in Garfield County, the parties waiving their right to trial by jury and to appeal the determination of the trial judge other than for judicial misconduct. The prevailing party in such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed by its duly authorized officer and its seal to be affixed hereto, and Employee has executed this Agreement at Glenwood Springs, Colorado, effective the day and year first written above.


EMPLOYER:  
CITY OF GLENWOOD SPRINGS,  
COLORADO

By:   
Jonathan Godes, Mayor

EMPLOYEE:

  
Beverli A. Marshall  
Address: 80345 Torreon Way  
La Quinta, CA 92253

ATTEST:

  
City Clerk/Deputy City Clerk