



29-1-104



COUNTY OF ELBERT

OFFICE OF THE BOARD
COUNTY COMMISSIONERS
P.O. BOX 7
KIOWA, COLORADO 80117

Robert Rowland
District 1
Kurt Schlegel
District 2
Larry Ross
District 3

February 26, 2014

Ed Ehmann
Elbert County Public Works Director
218 Cheyenne Street
Kiowa, Colorado 80117

Re: Engagement of Services – County Manager

Dear Mr. Ehmann:

The Board of County Commissioners of Elbert County, Colorado desires to engage your services in the position of Elbert County Manager in accordance with the following terms and conditions of employment. Should these terms and conditions be acceptable to you, please so indicate by signing this letter in the space indicated below.

The position being offered to you is one of an employee that reports directly to the Board of County Commissioners and is responsible solely to that body. You will perform such duties and responsibilities as may be determined by the Board of County Commissioners, which shall be consistent with your position as County Manager. Your position will not be eligible for any tenure or job security rights that may be afforded other County employees. You will be subject to dismissal by the Board of County Commissioners with or without cause, as determined appropriate by the Board and consistent with the terms of this agreement.

You agree to devote your full time, attention, and energy to performing your duties and responsibilities under this agreement during the period that it is in effect.

This position will pay a salary of \$9,083.33 per month commencing March 1, 2014 (an annual salary of \$109,000.00). The foregoing salary will be paid in the same manner and conditions as paid to other full-time County employees, including the withholding of any federal, state, and local taxes. Because of the administrative nature of the position, you will not be eligible for either unpaid compensatory time or paid overtime. However, due to the on call nature of the County Manager position, full use of a County vehicle will be supplied to you.

You will receive all leave and fringe benefits due other County employees, including County paid health and life insurance, paid days off leave, sick leave, retirement and all other benefits as set forth in the Elbert County Employee Handbook.



Should the Board elect to terminate your services, it shall elect a termination for cause or a termination without cause. Should the Board elect to terminate you without cause, it shall so specify and provide you with thirty (30) days written notice of the effective date of such termination. During the time period between notice and termination, you shall be paid your salary and your normal and customary benefits available to all County employees. On the effective date of termination, and upon the execution and non-rescission of a Waiver and Release, as part of your compensation you shall receive an additional six (6) months' salary at the rate set forth herein. Additionally, you shall receive compensation for accrued benefits, including leave, in the same manner as all other employees of Elbert County.

At its discretion, the Board of County Commissioners may elect to terminate your services for cause, rather than without cause. The Board may terminate your services for cause solely and exclusively for the following reasons:

1. Conviction of a criminal offense directly related to your services for Elbert County;
2. Violation of any written policy of the Board of County Commissioners that results in an award of damages against Elbert County;
3. Any on-duty or off-duty conduct that is materially injurious (or potentially so) to the operation, financial condition or reputation of Elbert County or County government, as determined in the discretion of the Board;
4. A violation of policy or criminal law related to your job function that does not result in a conviction or award of damages, but is otherwise determined to have occurred by the Board of County Commissioners, and which the Board further determines would significantly impair your ability to perform the functions of County Manager;
5. A material breach by you of this agreement, if you do not correct such breach within thirty (30) days after the Board of County Commissioners gives you written notice of such breach; or
6. Failure to perform your duties satisfactorily, if after receiving written notice of your deficient performance, you fail to correct such deficiency.

Should the Board determine that termination for cause is appropriate for one of the reasons set forth above, you shall be provided written notice of the Board's consideration of such County Commissioners at a regular meeting of the Board. Such response shall be conducted in accordance with the Colorado Open Meetings Act. During the time period between notice and consideration of your position by the Board of County Commissioners, you may be placed on administrative leave, and in that case, the administrative leave shall be with pay. After consideration of your response, the Board of County Commissioners may proceed to termination for cause that shall be set forth in writing, including the basis for such termination. The Board of County Commissioners may elect to terminate your services upon consideration of your response. With the exception noted below, on the effective date of termination for cause and upon execution and non-rescission of a Waiver and Release, as part of your compensation you



shall receive an additional one (1) months' salary at the rate set forth herein. Additionally, you shall receive compensation for accrued benefits, including leave, in the same manner as all other employees of Elbert County. However, in the event of a termination for cause resulting from the reasons identified in paragraphs 1 or 2 above, you will not be entitled to any severance compensation, and you will only receive compensation for accrued benefits, including leave, in the same manner as all other employees of Elbert County.

Should you desire to terminate your services with the County, for any reason, you shall provide the Board of County Commissioners with at least one (1) month's written notice prior to the effective date of your decision. Upon the effective date of your resignation, you will be paid for all accrued leave and fringe benefits otherwise due you as an Elbert County employee.

Immediately upon termination of employment, whether with or without cause, or by resignation, you agree to deliver all memoranda, notes, plans, records, reports, and other documents and information provided to you by Elbert County or created by you in connection with your employment and all copies of all such documents in any form which you may then possess or have under your control. You likewise agree to surrender any and all Elbert County property issued to you incident to your employment, such as computers, keys, name badges, access cards, automobiles, and all similar items.

Should you elect to accept the position now being offered to you in this letter, it is expressly agreed and understood that all compensation due you is as set forth herein. Although all benefits as set forth in the Elbert County Employee Handbook shall apply to your position, you shall be exempt from any classification and compensation plan which the Board adopts for County employees and shall receive compensation solely and exclusively as set forth in this letter of engagement.

The terms and conditions of your employment as set forth herein shall remain in effect from March 1, 2014 through December 31, 2017. No later than November 15, 2017, the Board of County Commissioners shall consider renewal of this letter of engagement consistent with this paragraph. If the term of this contract expires and the Board has not tendered a new or renewed contract for similar duties, and for terms and conditions of compensation and benefits at least equal to those set forth herein, the notice and severance requirements for termination without cause shall remain in force and effect, and you shall be entitled to all the rights as if terminated in that manner. However, if a new contract containing provisions at least equal to those set forth herein has been offered on or prior to November 15, 2017, and you fail to accept the terms of such renewal no later than the close of business on December 1, 2017, such failure shall be treated as a voluntary resignation, and the foregoing rights to notice and severance on termination shall not be applicable. This letter of engagement, together with any written modifications hereto, may be renewed on or before its expiration date by written mutual agreement of the parties.

If a court of competent jurisdiction determines that any term or provision hereof is invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired and (b) such court shall have the authority to replace or amend such invalid or unenforceable term or



provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

This engagement will be governed by and construed according to the laws of the State of Colorado, without regard to conflict of law principles. The failure to enforce any right arising under this engagement or any similar agreement on one or more occasions will not be deemed or construed to be a waiver of that right under this engagement or any other agreement on any other occasion, or any other right on that occasion or any other occasion.

This letter contains the entire understanding between you and Elbert County with regard to your employment with Elbert County. There are no other agreements, conditions, or representations, oral or written, expressed or implied, with regard thereto. This agreement supersedes all prior agreements, promises, and representations relating to your employment with Elbert County.

Finally, in all instances, you will conduct yourself in a professional manner and exercise your fiduciary duties to the Board of County Commissioners, specifically, a duty of loyalty and a duty of care.

Sincerely,

Kurt C. Schlegel
Board of County Commissioners of Elbert County, Chairman

Acceptance:

Ed Ehmann