COUNTY OF ELBERT

BOARD OF
COUNTY COMMISSIONERS
P.O. BOX 7
KIOWA, CO 80117

Chris Richardson, District 1
Danny Willcox, District 2
Grant Thayer, District 3

October 24, 2018

Samuel W. Albrecht

Re: Engagement of Services – County Manager

Dear Mr. Albrecht:

The Board of County Commissioners of Elbert County, Colorado, desires to engage your services in the position of County Manager in accordance with the following terms and conditions of employment. Please indicate your acceptance by initialing each page and signing this letter on page 3.

1. The terms and conditions of your employment as set forth herein shall remain in effect from October 2, 2018, through October 1, 2020.

2. This exempt position will pay a salary of $8,750.00 per month commencing October 21, 2018, (an annual salary of $105,000). 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. You will be eligible for health and life insurance, holiday, vacation, sick leave, retirement and all other benefits as set forth in the Elbert County Employee Handbook.

3. You will perform all duties and responsibilities consistent with the position of County Manager and report to the Board of County Commissioners. You will conduct yourself in a professional manner and exercise your fiduciary duties to the citizens of Elbert County with loyalty and care.

4. You shall be provided representation by Elbert County's insurance carrier, County Technical Services Incorporated (CTSI) or otherwise indemnified in any suit naming you in your employment with the County, so long as such action falls within the ordinary course and scope of your position as County Manager.

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5. The County may elect to terminate you without cause and shall specify and provide you with 30 days written notice of the termination effective date. During the time period between notice and termination, you shall be paid your salary and benefits. Upon execution and non-rescission of a Resignation and Release Agreement, you shall receive six month's severance. Additionally, you shall receive compensation for accrued benefits in the same manner as all other employees of Elbert County.

6. The County may terminate your services for cause for the following reasons:

   a. Conviction of a criminal offense directly related to your services for Elbert County;

   b. Violation of any written policy of the Board of County Commissioners that results in an award of damages against Elbert County;

   c. Any future on-duty or off-duty conduct that is materially injurious to the operation, financial condition or reputation of Elbert County or County government;

   d. 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 and would significantly impair your ability to perform the functions of County Manager;

   e. A material breach of this agreement, if not corrected within thirty days after the County provides you with written notice of such breach; or

   f. A failure to improve a performance deficiency identified by the County and/or failure to perform your duties satisfactorily.

7. In the event that the County determines termination for cause based on any of the reasons set forth above, you shall be provided written notice of the County's decision, may be placed on paid administrative leave and will be provided an opportunity to respond to the County's decision. After consideration of your response, the County may proceed to termination for cause. Upon execution of a Resignation and Release Agreement, you shall receive an additional one month salary and compensation for accrued vacation.

8. You have the option to terminate your services by providing the County with at least one month written notice prior to the effective date of your decision. You will be compensated for accrued vacation as per the employee handbook.

9. Immediately upon termination of employment, 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 possess or have under your control. You agree to surrender any and all Elbert County property issued to you such as computers, keys, name badges, access cards, automobiles and all similar items.

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10. No later than September 2, 2020, the County shall determine if renewal of this engagement of services is appropriate. If the term of this contract expires and the County has not tendered a new or renewed contract, the contract shall be automatically renewed for one calendar year at the same terms and conditions of compensation. If a new contract has been offered on or prior to September 2, 2020, and you do not accept the terms of such renewal prior to the close of business on October 1, 2020, your action will be treated as a voluntary resignation. This engagement of services, together with any written modifications, may be renewed on or before its expiration date by written mutual agreement of the parties.

11. 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.

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

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.

Sincerely,

Danny Willcox, Chair
Board of County Commissioners
Elbert County

Acceptance: _____ _____
Samuel W. Albrecht Date

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