




Upon a motion duly made and seconded, the foregoing resolution was adopted by the following vote:



KURT SCHLEGEL, CHAIRMAN AYE



ROBERT ROWLAND, VICE CHAIR AYE

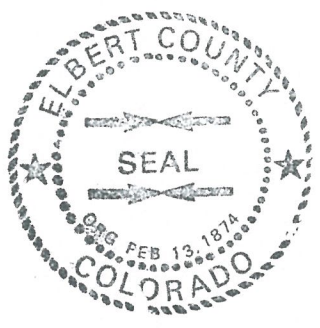


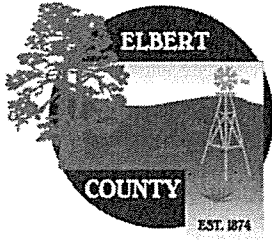
LARRY ROSS, COMMISSIONER AYE *Nay*

ATTEST: DALLAS SCHROEDER
COUNTY CLERK

BY: 

DEPUTY, CLERK TO THE BOARD





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 Ehmman



**ELBERT COUNTY GOVERNMENT
JOB DESCRIPTION**

JOB TITLE: County Manager

FLSA STATUS: EXEMPT
DEPARTMENT: N/A
APPROVED BY: BOCC

SALARY: \$109,000.00/Annual
DATE ORIGINATED: 02/2014
DATE REVISED: N/A

DEFINITION OF WORK:

The Elbert County Manager is responsible for the overall management of the Elbert County Government and serves as the administrative communicative liaison between the Board of County Commissioners (BOCC), the Elbert County Department Heads, and other Elbert County Elected Officials. Responsibilities include direction and coordination of the operations of all Elbert County Departments to ensure the policies of the BOCC are implemented in order to preserve the health, safety and welfare of Elbert County citizens. Elbert County Manager serves at the pleasure of the BOCC.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(The following examples are illustrative only and are not intended to be all-inclusive.)

- Receives general direction from the BOCC.
- Plans and coordinates with Elbert County Department Heads on short and long-range goals, objectives, organizational structure and overall direction for Elbert County's operations.
- Monitors, reviews and communicates the operational implementation of the BOCC's strategic plans to ensure that the BOCC's long-range goals and objectives are met. Works with BOCC and Department Heads to develop a business plan for Elbert County.
- Manages and directs Elbert County in fiscally responsible manner. Coordinates the preparation and presentation of annual budget to the BOCC, including any corrective actions necessary throughout the year. Ensures expense and revenue budgets are managed properly. Enforces cost control measures and eliminates redundant systems.
- Plans, allocates and monitors time, people, equipment, and other Elbert County resources to ensure efficient organization and provision of services.
- Directs, plans, assigns, reviews and controls work production and activities of all Elbert County Departments, to include review and approval of procedures, allocation of resources, and problem resolution.
- Coordinates the flow of information and advice from Department Heads to the BOCC.
- Responsible for the hiring, termination, promotion and development of Elbert County Department Heads.



- Manage the day-to-day operations of Elbert County.
- Facilitates development of Elbert County policies, including policy governance.
- Serves as the Elbert County representative on boards, committees, associations, and other groups on behalf of and at the direction of the BOCC.
- Coordinates and attends meetings of the BOCC to present staff recommendations; receives BOCC directives; communicates such directives internally and externally.
- Monitors performance of Elbert County staff to ensure BOCC is receiving necessary information; assigns necessary staff follow-up.
- Plans, organizes and evaluates daily operations of Elbert County administration, including scheduling, equipment, manpower, and policies and procedures.
- Establish and maintain effective working relationships with Department heads and employees, a wide variety of County officials, officials from other public and private organizations and the public.
- Conducts regular staff meetings to review progress, accomplishments, budgets and operating plans for all Elbert County Departments.
- Maintains professional knowledge, skills and development by attending seminars and training programs and reading trade and professional journals and publications.
- Performs the duties defined by the BOCC and governing policy manual.

OTHER DUTIES:

- Perform other duties as appropriate or necessary for performance of the job.

JOB QUALIFICATIONS:**Knowledge, Skills and Abilities:**

- Strong managerial, communication, business management, financial management and leadership skills.
- Knowledge of principles and practices of public administration, governmental budgeting procedures and multi-funded financing operations; information management and personnel administration, including goal setting and program budget development; and implementation of strategic planning and process improvement methods.
- Knowledge of relevant federal and Colorado state laws, rules, regulations and procedures regarding county government.
- Knowledge of accounting and budgeting processes.



- Organization and supervisory skills.
- Ability to supervise and develop employees: plan, direct, coach, counsel, mentor, delegate, discipline, train and evaluate.
- Must possess a high level of maturity and a professional approach to issues and problems, must show patience and tolerance when working through the multitude of issues that confront Elbert County, within an intense and fast paced environment.
- Establish and maintain effective working relationships with other Elbert County employees, representatives of other agencies and organizations, and members of the community.
- Communicate effectively verbally and in writing and prepare clear and concise reports, correspondence and other written materials.
- Organize work, set priorities, meet critical deadlines and follow up on assignments with minimal direction.
- Apply logical thinking to solve problems or accomplish tasks and to understand, interpret and communicate complicated policies, procedures and protocols.
- Speak effectively before groups of employees and public groups and respond to questions
- General computer skills; Knowledge of Microsoft Word, PowerPoint, Excel, Outlook, etc.

PHYSICAL ACTIVITIES AND WORK ENVIRONMENT:

The physical activities and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable otherwise qualified individuals with disabilities to perform essential functions.

- While performing the essential functions of this job, the employee is frequently required to reach, grasp, finger, stand, walk, sit, talk and hear; occasionally required to lift and/or move up to 20 pounds.
- Specific vision abilities required by this job include close vision, color vision, depth perception, peripheral vision, and ability to adjust focus.
- The noise level in the work environment is moderately quiet, with frequent interruptions and multiple demands.

REQUIRED TRAVEL:

- The employee is frequently required to travel within the State of Colorado.

COMPUTERS SKILLS:

- Computer and relevant software applications; calculator; telephone system; facsimile; shredder; scanner; copier.



THIS JOB DESCRIPTION DOES NOT CONSTITUTE AN EMPLOYMENT AGREEMENT. Nothing in this job description restricts Elbert County's ability to assign, reassign or eliminate duties and responsibilities of this job at any time. It does not prescribe or restrict the tasks that may be assigned. This job description generally describes Elbert County's current assignment of essential functions. Those functions may change at any time as the needs of Elbert County change or for other reasons deemed appropriate by Elbert County.