

**EMPLOYMENT CONTRACT
HUERFANO COUNTY ADMINISTRATOR
2023**

This contract is made and entered into as of this 24th day of July, 2023 between the Board of County Commissioners of Huerfano County, Colorado ("BOCC") and Carl Young ("Young").

RECITALS

WHEREAS, the Board of County Commissioners wishes to hire Young in the position of County Administrator; and,

WHEREAS, the Board of County Commissioners desire to establish working conditions of said Employee, and to provide certain benefits, terms and conditions of employment; and,

WHEREAS, Young will be employed in the capacity of Huerfano County Administrator as that position is defined in the Colorado Revised Statutes; and,

WHEREAS, Young wishes to accept this employment with all of the duties and obligations associated thereto, as those duties and obligations may be changed or amended by the BOCC, at the Board's discretion.

EMPLOYMENT

NOW THEREFORE, the Parties hereto agree to be bound by the mutual covenants contained herein establishing their obligations concerning employment, remuneration, duties and performance.

1. Scope of Duties. Young will be responsible for implementation of the policies of the BOCC, oversee and direct the administration of Huerfano County affairs and direct the action of the various departments of government within the County. These duties may be amended and supplemented by the BOCC at any time during the course of the initial term or any subsequent term of this contract.

2. Term. The term of this employment contract is for two years from August 1, 2023 and subject to budget appropriation. At the conclusion of each year, the Board of County Commissioners will deliver an evaluation to Young which will be the basis for continued employment or termination of this contract. At the expiration of the two-year term, this contract shall renew for successive one year periods unless cancelled by either party as provided herein, or replaced with a new contract.

3. Compensation

A. Salary. Young shall receive a salary of \$100,224.00 annually. This compensation shall be paid in the same manner as any other Huerfano County employee as provided for in the Employee Handbook as that handbook may be modified from time to time. Prior to the end of the initial year period, and every successive year period, it is the intention of the parties to review and evaluate Young's performance for a salary increase. Such increase shall be up to the percent increase offered to all county employees or as determined by the BOCC.

B. Benefits. Young will receive all benefits contained within the Huerfano County Employee Handbook with the additional ability to either take annual leave or cash out the accrued vacation time. Young will be authorized 2 weeks of vacation the first year of the contract and 3 weeks in the second and following years unless changed through a replacement or subsequent contract. Young shall not be limited to the annual leave cash out provision.

C. Instead of Mr. Young utilizing a County vehicle to travel to and from work, Young will be paid a monthly stipend of \$200.00. Young will still be authorized to utilize a County owned vehicle for all uses associated with County related work including travel to conferences and meetings within the entire state of Colorado.

D. Absence from Work. Young is entitled to use annual or administrative leave and shall not take any annual or administrative leave without prior consultation and approval of the Chair of the BOCC.

4. Cancellation of this agreement and termination of employment.

A. Young may cancel this contract and terminate his employment with 30 (thirty) days prior written notice to the Chair of the BOCC.

B. Young serves as Huerfano County Administrator and receives benefits under this contract at the pleasure of the BOCC. The BOCC may, at any time during any term of this contract, cancel this contract and terminate Young's employment with or without cause.

C. Severance Compensation. Should either party, at any time, cancel this contract and terminate Young's employment, Young shall be entitled to an amount of severance pay equivalent to three months' salary at the rate of payment existing at the time of cancellation of the contract and termination of employment. Both parties recognize and acknowledge that this contract cannot be cancelled nor Young terminated for acts that are constitutionally protected or for reasons that violate Young's civil rights.

5. Assignability. This contract is not assignable by either party under any condition.

6. Annual Appropriations. The financial obligations of the BOCC contained in this contract are subject to annual appropriation of funds by the BOCC acting in its governmental capacity.

7. Agreement made in Colorado. The parties agree that this contract was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be exclusively in the Huerfano County District Court for the State of Colorado.

Huerfano County Board of County Commissioners

John Galusha, Chairman

Carl Young
County Administrator

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner