

EMPLOYMENT CONTRACT

AGREEMENT made on the date written below, between the **BOARD OF COUNTY COMMISSIONERS FOR FREMONT COUNTY** (hereinafter called "Employer") and **DAVID ANTHONY "Tony" CAROCHI**, (hereinafter called "Employee").

WHEREAS, the Employer has determined that it is to the advantage and interest of the Employer to avail itself of the Employee's services to serve as the full-time Fremont County Manager;

WHEREAS, the Employee desires to accept employment with the Employer;

NOW THEREFORE, in consideration of the promises and the mutual covenants herein set forth, the parties do hereby covenant and agree as follows:

1. Employment. The Employer hereby employs the Employee and the Employee hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Duties. The Employee agrees he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all of the duties which may be required of and from him relating to his duties as County Manager, as defined by and on behalf of the Employer. The Employee agrees to comply with the Employer's written policies, rules and regulations. The specific duties of County Manager are detailed in the County Manager job description.

3. Residency. Employee shall maintain residency in Fremont County throughout the entire time he is employed by Fremont County government.

4. Term. The term of this agreement shall begin on February 13, 2023 and shall continue as long as the employee is efficient, conscientious and productive. Each year of employment shall be subject to budgeting and appropriation of funds for the position of County Manager.

5. Termination. Employee shall serve at the pleasure of the Board of County Commissioners.

Employee may terminate this contract by providing 60 days' advance notice to Employer of the intent to terminate. Less notice may be provided, if Employer consents to the same. Upon such termination by Employee, Employee shall take all steps to the extent reasonably practical to protect Employer's interests, such as assisting a new county manager in taking over pending work on behalf of Employer.

This contract may be terminated by Employer for cause. Cause for termination shall be limited to Employee's breach of this Agreement or Employee's violation of the Standards of Conduct or other policies as set forth in the Employer's Personnel Policies and Procedures, provided that such violation shall be of such a nature that would objectively warrant termination of employment. Cause for termination may also include a violation of federal or state law that adversely affects Employee's ability to perform his job duties, or that brings substantial discredit to the County, its employees, citizens and/or the entities with whom it does business.

This contract may be terminated by Employer without cause. This contract may also be terminated due to differences in philosophy and/or political views between Employer and Employee, failure of Employer to budget and/or appropriate funds for the position of County Manager, change in Employer policy concerning the position of County Manager, or other general preference of Employer. If this contract is terminated by Employer pursuant to this subpart "c", and not pursuant to subparts "a," or "b," Employer shall pay a sum of money equal to three months' salary that Employee is earning at the time of termination.

6. Compensation. For all services rendered by the Employee pursuant to this agreement, the Employer shall pay to the Employee compensation in an amount to be determined from year to year, payable in equal increments over such year and on such pay dates as provided to other employees of Employer. Employee's compensation shall be reviewed annually. Employee shall be entitled to cost of living and/or merit increases in compensation in at least the same rate and manner that such increases are granted to other employees of Employer. Employee's position shall be included in the salary and compensation market analysis study as prepared by the County or its consultant, to determine the market rate of compensation for the position of County Manager. For the remainder of the year 2023, Employee's annual salary shall be set at \$140,000.00 per year.

7. Fringe Benefits. During the term of this agreement, the Employee shall be entitled to all benefits offered generally to the Employer's employees, including participation in the health/medical insurance, life insurance, and retirement plans now in existence or any other employee benefit plan established by the Employer. Employee shall be entitled to participate in the same manner as other County employees and according to the terms of the benefit plans, policies and other relevant documents. Employee shall be entitled to all types of vacation, sick or other leave provided to other employees of Employer. Employee shall receive an additional 40 hours of vacation leave, which shall be subject to the accrual limitations in the policies of Employer.

8. Business Expenses.

Employee is authorized to incur reasonable expenses in connection with the services provided to Employer including professional licenses, dues and subscriptions, travel expenses, fees for professional seminars and post-graduate courses, expenses incurred in attendance at professional meetings and conventions, as are necessary for Employee to be fully and currently informed as to new developments in county government as are relevant to Employee's job duties and responsibilities. All such expenses shall be set forth in the budget for Employee and if not, shall require advance approval from Employer.

Employer will reimburse the Employee for the expenses incurred pursuant to this paragraph, upon presentation by the Employee of an itemized account of such expenditures in a manner prescribed by the Employer unless such expenses have been paid directly by the Employer.

The Employer agrees to provide to Employee adequate staff and resources necessary to the operation of the office of the County Manager. These resources include, but are not limited to necessary furniture, equipment, office supplies, research and reference materials, and a cellular telephone, as requested.

9. Other Employment. Employee may accept employment, other than that of County Manager, only with consent from Employer. Any such employment shall not be of such a nature that would interfere or conflict with his employment with Employer and his duties, obligations and loyalty as County Manager. Such services shall not be performed under such circumstances that would require use of county resources or that could materially limit Employee's responsibilities to Employer.

10. Office and Financial Records. All office files and financial records pertaining to County matters for which the Employee is responsible, or upon which Employee has performed services and all personnel records pertaining to compensation and expenses of the Employee within the scope of her employment shall at all times be the property of the Employer.

11. Confidentiality. As an employee of the County who is responsible, in whole or in part, for the handling and processing of personnel and protected health information of the County employees, Employee is charged with the protection of the confidentiality of information (written or unwritten) coming to his attention in the course of employment. If this confidentiality is not observed strictly, the result will not only be extremely injurious to the County but could also give rise to personal liability for Employee and perhaps others.

This requirement of confidentiality does not apply to public records or matters disclosed in open meetings. However, if there is even marginal doubt about whether the information is public or confidential, the approval of the attorney must be obtained before disclosing the information. The County Attorney is an employee of the County to whom confidential information may be disclosed and who is ethically and legally bound to protect such information.

Employee, having accepted a position with Fremont County, hereby acknowledges he is fully aware of the confidential nature of the position and of the obligation to Fremont County to safeguard such information with which they are entrusted and to which they may have access, and agrees to release such information only as authorized by law or by legal counsel. It is understood any breach of the foregoing would be in degradation of the obligations she has undertaken and could be injurious to the County and its elected officials and department heads. Accordingly, he pledges that he will strictly maintain the confidentiality of all non-public information which comes to his attention and, that upon expiration or termination of his employment with this office, he will never reveal any of such confidential information unless specifically authorized and directed to do so by the appropriate authority. A violation of the obligation to protect confidential information may constitute a violation of this Employment Agreement and could result in termination of this Agreement and employment.

12. Death. In the event of Employee's death during the term of this agreement, the Employer shall pay to the beneficiaries whom the Employee has designated in writing, or in the absence of such a designation to the Employee's surviving spouse, the compensation and other benefits that would otherwise have been payable to the Employee through the end of the month in which the death occurs.

13. Employee's Negligence. The cost of defense, as well as payment of damages and expenses for which the Employer may be liable as a result of an act, or an alleged act, of negligence on the part of the Employee shall be assessed and paid as provided by the Colorado Governmental Immunity Act.

14. Notice. Any notice required to be given pursuant to this agreement shall be in writing and either sent by certified mail or hand-delivered to the Employer at its principal office or to the Employee at the last known residence address.

15. Invalid Provision. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

16. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of Colorado.

17. **Modification.** This instrument constitutes the entire agreement between the parties, and may be changed, modified, or extended only by an agreement in writing signed by the parties.

18. **Binding Effect and Assignment.** The rights and obligations of the Employer under this agreement shall inure to the benefit of and be binding upon the successors and assigns of the Employer. This agreement, being for the personal services of the Employee, shall not be assignable or subject to anticipation by her.


IN WITNESS WHEREOF, the parties hereto have executed this agreement the
16th day of January, 2023.

EMPLOYER:
BOARD OF COMMISSIONERS
COUNTY OF FREMONT

EMPLOYEE:

BY:


Chairman


David Anthony "Tony" Carochi