

**CLEAR CREEK BOARD OF COUNTY COMMISSIONERS  
AGENDA**

**April 29, 2021**

**SPECIAL MEETING—Zoom Call**

**Thursday**

**REGULAR SESSION:**

3:00 p.m. Public Comment

**ACTION SESSION**

3:00 p.m.  
Consideration of approval of employment agreement for County Manager – Peter Lichtman

**REGULAR SESSION**

Executive Session to receive legal advice – if needed



**To join and listen to the regular session of the meeting, please do the following:**

Please click the link below to join the webinar:

<https://zoom.us/j/167562115>

**Or Telephone:**

Dial (for higher quality, dial a number based on your current location):

US: 669 900 6833 or  
346 248 7799 or  
301 715 8592 or  
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929 205 6099 or  
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**Webinar ID: 167 562 115**

Or iPhone one-tap :

US: 669-900-6833,,167562115#  
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We are also streaming live via:

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**On your local radio: 102.7 FM or 103.9 FM**

**EMPLOYMENT AGREEMENT  
COUNTY MANAGER**

This Agreement (“Agreement”), entered into this 29th day of April, between the County of Clear Creek, a political subdivision of the State of Colorado, by and through its Board of County Commissioners (“County” or “Board”), and Brian Bosshardt (“County Manager”), establishes and sets forth the terms and conditions of the appointment and employment of the County Manager.

WHEREAS, the Board desires to employ the services of the County Manager as the County Manager of the County; and

WHEREAS, the County Manager desires to accept that employment; and

WHEREAS, the Board and the County Manager desire to formalize the terms and conditions of employment for the County Manager with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

**Section 1. Duties.**

(a) The Board employs the County Manager as the chief administrative officer of the County to perform the duties and functions of that office, as set forth in the job description for that position, attached as Exhibit A to this Agreement, and as may be amended from time to time by the Board, to manage the office of the County Manager, and to perform other legally permissible duties as the Board shall, from time to time, assign to the County Manager consistent with the intent of this Agreement.

(b) The County Manager shall devote his full-time efforts to his duties as County Manager and shall not, for compensation or without compensation, serve as a consultant to private or other governmental entities or engage in any other activities which may in any way limit, reduce or interfere with the performance of his full-time duties as County Manager, or cause absence of the County Manager, without the prior written approval of the Board.

(c) The County Manager shall report for work, and the duties and employment of the County Manager shall commence on the 7<sup>th</sup> of June, 2021 (“Commencement Date”). As an exempt employee under the Fair Labor Standards Act (see Section 3, below), the County Manager may schedule his office hours, work time and vacation time as he deems appropriate, upon consultation with the Board.

**Section 2. Term and Status.**

(a) The Term (“Term”) of this Agreement shall be for an initial period of four (4) years from June 7, 2021, through June 6, 2025, subject to annual appropriations, unless terminated by either party as provided herein. The County may, by action of the Commission, and with the consent and approval of the County Manager, extend the term of this agreement.

(b) The County Manager shall be an appointed official and shall serve at the pleasure of the Board as an “at-will employee.” Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the employment of the County Manager at any time, subject only to the provisions set forth in Section 8 of this Agreement.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the County Manager to resign at any time from this position with the County, subject only to the provisions set forth in Section 8 of this Agreement.

### **Section 3. Salary.**

The County agrees to pay the County Manager an annual base salary, which salary shall initially be \$164,400.00, payable in installments at the same time as other employees of the County are paid, and subject to the elective and mandatory deductions applicable to all other County employees. The County further agrees to review the base salary and other benefits of the County Manager at least annually. County Manager shall receive the same cost of living adjustments received by all other County employees. The Parties agree that the County Manager is exempt from overtime pay under the Fair Labor Standards Act.

### **Section 4. Other Benefits.**

The County Manager shall enjoy the following employment benefits available upon execution of this Agreement:

(a) All provisions of the rules and regulations of the County applicable to benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the County Manager as they apply to all other employees of the County, in addition to the benefits enumerated specifically for the benefit of the County Manager herein.

(b) Personal-Time Off (“PTO”) Leave – County Manager shall earn PTO Leave at the same accrual rate as full-time County employees who have been continually employed by the County for ten years or more, with the same limitations on maximum accrual amounts.

(c) Retirement – County Manager is entitled to the same retirement options provided to all County employees. In the event County Manager’s employment is terminated without cause pursuant to Section 8 of this Agreement prior to fully vesting in the 401(a) plan, County shall pay the unvested portion of County Manager’s matching retirement contributions from the County into a ROTH IRA for the benefit of County Manager.

(d) Electronics – (1) The County will provide the County Manager with a cell phone with a data plan (“smart phone”) for use for County business. The equipment and data plan shall be of a type that best utilizes available County resources for communication and work. This cell phone is dedicated to County business use only; (2) The Board will provide a lap-top computer for County Manager’s use for County business.

(e) Relocation, Moving Expenses – As further consideration, and an inducement to County Manager, the County agrees to pay County Manager a one-time lump sum payment of Ten Thousand and NO/100 Dollars (\$10,000.00). This one-time payment shall be paid after the County Manager’s Commencement Date, and no later than the payment of the County Manager’s first pay stub issued by the County. In the event that County Manager shall voluntarily terminate his employment within the first year of this Agreement, County Manager shall reimburse the Board pro rata based on the number of months remaining in the first year of employment divided by 12, then multiplied by \$10,000.00.

**Section 5. Vehicle, Travel and Expenses.**

(a) The Board will provide the use of a County vehicle for the County Manager for County business purposes as set forth in the County policies. If the County Manager uses a private vehicle for County business, mileage will be reimbursed at the rate established by the U.S. Internal Revenue Service.

(b) All reasonable and necessary travel expenses, including meals, lodging, and other transportation costs, incurred by the County Manager on behalf of the County, shall be paid or reimbursed by the County in the same manner as those expenses are paid to all employees.

(c) All reasonable and necessary expenses for conducting the business or executing the business on behalf of the County personally incurred by the County Manager shall be reimbursable.

**Section 6. Professional Development.**

The County agrees to budget and pay for the civic and professional membership dues and subscriptions of County Manager necessary for the County Manager’s continuation and participation in national, regional, state and local associations necessary and desirable for the County Manager’s continued professional participation, growth and advancement, and for the good of the County. Developing and maintaining professional association contacts and standing provide the County access to valuable resources, and the reasonable participation and related travel by County Manager as provided for in the annual budget will be a part of the County Manager’s duties. The developing and maintaining of professional association contacts and standing shall include, but not be limited to, professional membership dues for International City/County Management Association and the Colorado City & County Management Association, as well as conference related travel expenses for the above-named entities.

**Section 7. Indemnification.**

Except for willful and wanton misconduct, in the event County Manager is made or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an employee of the County, or is or was serving at the request of the Board in any capacity, the County shall defend County Manager, and County Manager shall be, to the extent permissible by law, indemnified and held

harmless by the County with respect to all costs, expenses, damages, liabilities, judgments, and attorney's fees arising from that action, suit, or proceeding.

**Section 8. Termination and Severance Pay.**

(a) Termination. In the event County Manager is terminated without cause by the Commission during the Term of this Agreement and County Manager is then willing and able to perform all the duties of the County Manager under this Agreement, then, in that event, the County agrees to pay the County Manager a lump sum cash payment equal to six months of base salary based upon the highest base salary rate in effect for the County Manager at the time of termination, plus the value of all unused PTO Leave accrued by, or credited to, the County Manager prior to the termination and otherwise payable to employees of the County by the employment policies of the County then in place. However, if the County Manager is terminated for cause the County shall have no obligation to pay the severance payments designated in this Section.

For purposes of this Section, termination "for cause" shall mean termination due to:

1. a willful breach of this Agreement or the willful and repeated neglect by the County Manager to perform duties that he is required to perform;
2. conviction of any criminal act relating to employment by the Board;
3. conduct, relating to employment, which, while not necessarily criminal in nature, violates the Board's established work rules or standards of conduct, as outlined in the job description, in some substantial manner;
4. conviction of a felony.
5. knowing violation of any (i) civil rights, anti-discrimination or other similar laws, and (ii) the Standards of Conduct Act at C.R.S. 24-18-101 et seq. or any similar law relating to public officials or employees.

(b) Reductions. In the event the Board, during the Term of this Agreement, reduces the authority of the County Manager, or reduces the salary or other financial benefits of County Manager in a greater percentage than an applicable across the board reduction for all employees of the County, then in that event, the County Manager may, at the County Manager's option, be deemed to have been terminated without cause as of the date of such reduction.

(c) Resignation. If the County Manager terminates this Agreement by voluntary resignation of the position of County Manager, the County Manager shall give forty-five (45) days' notice in advance unless the Board agrees otherwise. County Manager shall not be entitled to severance pay in the event of a voluntary resignation.

**Section 9. Annual Evaluation.**

The Board agrees to an annual evaluation of the County Manager approximately on the anniversary of the Commencement Date. The County Manager is responsible for reminding the Board of the upcoming evaluation approximately sixty (60) days prior to such anniversary.

**Section 10. Notices.**

All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier, at the following address:

- (a) County: c/o County Attorney, 405 Argentine St., Georgetown, CO 80444
- (b) County Manager: Brian Bosshardt (address on file with Human Resources)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

**Section 11. Conflict of Interest Prohibition.**

The County Manager shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the County, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Board. For and during the Term of the Agreement, the County Manager shall, except for personal residence or residential property acquired or held for future use as the County Manager's personal residence, not invest in any other real estate or property improvements within the County, without the prior written consent of the Board.

**Section 12. General Provisions.**

All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(a) Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(b) Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado. Venue shall lie exclusively in Clear Creek County, Colorado.

(c) Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement,

but this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(d) Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the County and the County Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

(e) Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the County Manager and the duly authorized representative of the Board.

(f) Effective Date. This Agreement shall be and become in full force and effect upon full execution of the Agreement by the parties.

(g) Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

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# EXHIBIT A

## CLEAR CREEK COUNTY CLASSIFIED JOB DESCRIPTION

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<b>JOB TITLE:</b> <u>County Manager</u>	<b>SALARY GRADE</b> <u>SG 29</u>
<b>REPORTS TO:</b> <u>Board of County Commissioners</u>	<b>DATE APPROVED:</b> <u>Feb. 16, 2021</u>
<b>APPROVED BY:</b> <u>Human Resources</u>	<b>SALARY RANGE:</b> <u>\$164.4K to \$254.8K</u>
<b>EMP STATUS:</b> <u>Full-Time, 40 hrs/wk</u>	<b>STATUS:</b> <u>Exempt</u>

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### **JOB SUMMARY:**

With direction and input from the Board of County Commissioners, the County Manager is responsible for the administration and management of all divisions under the jurisdiction and authority of the Board. The County Manager is responsible for ensuring that the vision, policies and budget of the Board are implemented and monitored.

### **ESSENTIAL JOB FUNCTIONS:**

Acts as the administrative head of all divisions of the County under the Board's jurisdiction.

Implements all the policies, ordinances, resolutions, regulations and direction of the Board; provides professional advice and reports to the Board on the affairs of County government; consults with the County Attorney to achieve compliance with the law.

Researches, develops and recommends policies, changes and improvement for the Board's consideration; through weekly (or more frequently when appropriate) reports. Keeps the Board informed of developing situations, the operations of County divisions and other pertinent items; provides background information on matters coming before the Board.

Provides management leadership for the development of short and long-term goals that are incorporated into the County 5-year strategic plan; develops strategies and project plans to accomplish Board priorities; coordinates, analyzes, and interprets information and reports necessary to develop recommendations and priorities for systems, projects and services.

Understands and ensures implementation of exemplary customer service throughout the organization.

Working with the Finance Director, prepares and submits the proposed annual County budget to the Board for review and approval, and administers the adopted annual budget; periodically advises the Board on the financial condition and future financial needs of the County.

Recommends a long-term financial plan for the implementation of a Capital Improvement Program and methods of funding.

Prepares and submits to the Board at the end of each fiscal year a complete report on administrative activities of County government during the preceding year; provides periodic reports to the Board on staffing, property, and other County matters.

Confers with elected officials in the evaluation of operating and capital matters.

# EXHIBIT A

Plans, directs, leads, coordinates and manages the administration and budget control of County divisions; conducts regular staff meetings to review County divisions' progress, accomplishments, budgets, and operating plans; assures County's compliance with contractual obligations.

Evaluates County operations and the County organization to achieve efficient and effective delivery of services, operations, and resource allocation; implements improvements.

Interacts with human resources and the County Attorney regarding any hiring and/or termination employment actions.

Directs salary and benefit surveys and brings final recommendations to the Board of County Commissioners. Provides administrative oversight of the County employee benefit package (health, insurance, retirement plans, etc.)

Manages the activities of staff under the County Manager's Office, ensuring adherence to established policies, procedures and standards; and assists and advises subordinates, as necessary, in resolving problems.

Reports to the public regularly and as directed by the Board about the affairs of County government. Communicates the Board and County policies, plans and procedures to the public.

Receives requests and complaints from the public concerning administrative actions of the various divisions, channels the requests to the appropriate divisions, follows up on the corrective actions and sees that replies to inquiries are given.

As directed by the Board, serves as a liaison between the Board and Elected Officials, other agencies, the press, and the general public; responds to their issues and concerns.

Attends and participates in a variety of meetings and community events. Travels throughout the State to attend meetings, seminars and other functions as the representative for Clear Creek County.

Recommends a qualified Acting County Manager for Board appointment to exercise and perform the duties of the County Manager during any temporary absence.

At the direction of the Board, represents the County in its intergovernmental relationships.

Monitors and evaluates legislation at the local, state and federal levels for Board consideration.

Undertakes and completes special projects that do not fall within established responsibilities of specific County departments.

## **MINIMUM JOB REQUIREMENTS:**

### **EDUCATION/TRAINING/EXPERIENCE:**

Degree in public administration or related field, or foundational to management; responsible management experience, including administration, budget, human resources, policy development, roads and public infrastructure, or any equivalent combination of training and experience which provides the required knowledge, skills and abilities; a minimum of 5 years of senior-level management preferred.

# EXHIBIT A

ICMA Credentialed Manager (preferred, not required)

Must possess a valid state drivers' license and a satisfactory motor vehicle record.

Must pass background check, including traffic and criminal.

## **KNOWLEDGE, SKILLS AND ABILITIES:**

Possesses proven leadership experience and be able to coach, mentor, and develop others.

Have a positive attitude and be able to find pathways to success.

Unquestioned integrity and ethics and the highest standards of professional conduct. Thorough knowledge of the ethical guidelines applicable to the position as outlined by professional organizations and/or federal, state or local laws, rules and regulations.

The ability to efficiently and articulately communicate before groups of people with poise, voice control and confidence.

Skill in effectively expressing ideas in writing. Requires the ability to prepare correspondence, presentations and reports.

Basic understanding of communicating through "social media."

Adaptable to performing under stress and when confronted with people acting under stress.

Ability to exercise tact and courtesy in frequent contact with County and other public officials of various levels of authority and influence, media representatives and the general public.

Thorough knowledge of the principles of supervision, organization and administration.

Ability to provide leadership and to supervise the planning, development and establishment of new, existing, modified and/or improved programs, personnel, services and activities.

Ability to organize disparate groups of professionals into cohesive working groups.

Ability to use independent judgment and discretion in preparing goals, setting schedules, assigning work and planning for future needs of the County.

Ability to analyze and interpret policy and procedural guidelines, and to formulate, develop and present recommendations to resolve problems and questions.

Ability to establish and maintain effective working relationships as necessitated by work assignments.

Knowledge of personnel management principles, practices and techniques as they relate to human resources planning, position management, staff development and training, and related personnel management functions.

Knowledge of the principles, practices, procedures and the current literature, trends and philosophies of modern management is desirable.

# EXHIBIT A

Knowledge of the organization and operation of local government, particularly of a county, is desirable.

Knowledge of the practices and procedures for planning and formulating governmental budgets and monitoring related expenditures is desirable.

## **PHYSICAL DEMANDS AND WORK REQUIREMENTS:**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job.*

The noise level in the environment is moderate. Work requires primarily indoor activities. Work is generally scheduled Monday through Friday with some evening, holiday and weekend hours as required.

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.*

While performing the duties of this job, the employee is frequently required to sit, talk, hear, walk and use hands to finger, handle, or feel objects, tools, or controls. The employee is occasionally required to reach with hands and arms, stand, stoop, kneel, balance or crouch. Physical demands are described as sedentary (exert up to 10 lbs. of force frequently or constantly. Occasionally lift, carry, pull, or push up to 30 lbs to move objects). Travel by automobile is required to attend meetings, other work sites, or trainings. Must possess verbal and auditory capacity enabling interpersonal communication as well as communication through automated devices such as the telephone. Specific vision abilities required by this job include close vision, distance vision and ability to adjust focus.

## **SUPERVISORY:**

Supervises, delegates, coordinates, and reviews the activities of Department Heads.

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The above statements are intended to describe the general nature and level of work. They are not intended to be an exhaustive list of requirements, duties and responsibilities. Clear Creek County provides reasonable job-related accommodations for disabled persons.

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