

Section 11. Modification of Agreement.

Any modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party, with such modifications approved by a majority vote of the Board of County Commissioners.

Section 12. Termination.

In the event the Administrator's services under this contract are terminated by the Board of County Commissioners without cause prior to the expiration of the three-year (3) term or during an approved one-year (1) extension as designated in Section 3 of this Agreement, during such time that the Administrator is willing and able to perform the duties of County Administrator, then, and in that event, County agrees to pay Administrator a lump sum cash payment equal to twenty weeks' of the total annual base salary payable hereunder. The County shall also provide health and dental insurance for six months from the date of said termination under the same terms as if she were an employee. This shall be in addition to any coverage that may be available under COBRA. However, the County shall have no obligation to pay the aggregate sum or insurance designated in this paragraph if the Agreement is terminated by the County for breach of this Agreement or in the event Administrator is convicted of any illegal act; but Administrator shall still be entitled to cash out accumulated MOB, PTO and ELB leave pursuant to the same terms as other unclassified SES County employees.

In the event County at any time during the term of this Agreement reduces the compensation or other financial benefits of Administrator in a greater percentage than is

applicable generally to County employees, or in the event the County refuses, following written notice, to comply with any other provision benefitting Administrator herein, or in the event Administrator agrees to a termination of this Agreement pursuant to a request to do so from the Board of County Commissioners, or in the event Administrator's ability to perform the duties and functions of County Administrator are materially impaired by action of the Board of County Commissioners, then, and in that event, Administrator may, at her option, deem to have had this contract terminated by County within the meaning of this Section at the date of such reduction, refusal or impairment within the meaning and context of this provision.

The lump sum cash payment provided for in this Section shall be Administrator's exclusive remedy for any breach of this contract by County. Administrator hereby agrees that the lump sum payment so provided shall serve as liquidated damages for any violation or breach of this contract by County, and Administrator acknowledges she shall not be entitled to any other lump sum payments other than her accrued PTO, MOB, and ELB leave as set forth in this section in the event of such breach.

Administrator may terminate this Agreement at any time upon ninety (90) days written notice to the Board of County Commissioners. Upon completion of the notice period in accordance with the procedures for unclassified SES employees, Administrator shall be entitled to cash out accumulated PTO, MOB, and ELB leave pursuant to Board policies, but is not entitled to any other lump sum payment.

Section 13. Termination for Disability.

Notwithstanding anything in this Agreement to the contrary, County is hereby