THIRD AMENDMENT TO EMPLOYMENT AGREEMENT OF CHRISTOPHER KIRK FOR TOWN OF BERTHOUD

This Third Amendment to the Employment Agreement for Christopher Kirk as Town Administrator for the Town of Berthoud, Colorado is made and entered into as of this 13th day of January, 2026.

Whereas, the Town and Mr. Kirk entered into an employment contract (the "Agreement"), dated as of the 11th day of May, 2023; and

Whereas, the Agreement was amended by a First Amendment dated January 9, 2024, and a Second Amendment on December 10, 2024; and

Whereas, the Board conducted its review of the Administrator's performance based on input from the Board members and staff on December 9, 2025; and

Whereas, this Third Amendment has been approved by a majority vote of the Board in open session, and the Mayor is hereby directed to execute this Third Amendment on behalf of the Town of Berthoud.

Now Therefore, in consideration of the premises and mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **Salary:** Paragraph 5(a) of the Agreement is hereby amended to increase Mr. Kirk's annual salary to $250,000, retroactive to and effective as of January 1, 2026.

2. **Bonus.** In recognition of Mr. Kirk's performance, Mr. Kirk shall be paid a bonus $5,000.00, subject to all required withholdings and deductions.

3. **Ratification**. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Third Amendment, all references to the term "Agreement" in this Third Amendment or the original Agreement shall include the terms contained in this Third Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to Employment Agreement effective as of the date listed above.

Dated this _____ day of _____, 2026.

TOWN OF BERTHOUD:

_____
William Karspeck, Mayor

_____
Christopher Kirk, Town Administrator