AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Third Amendment to Gunnison County Manager Employm

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Paula Swenson, Matthew Birnie

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Third Amendment to Gunnison County Manager Employment Agreement

Fiscal Impact:

Submitted by: Laura Seymour for David Baumgarten **Submitter's Email Address:** lseymour@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
no concerns, can cover in 2016 budget

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/9/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 12/9/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/9/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/10/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/15/2015

Revised April 2015

THIRD AMENDMENT TO
GUNNISON COUNTY MANAGER
EMPLOYMENT AGREEMENT

This Third Amendment to Gunnison County Manager Employment Agreement ("Third Amendment"), is made and entered into this ___ day of _____, 2015, is made by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board") and Matthew Birnie (hereinafter "County Manager").

RECITALS

A. The Board and County Manager have executed a "County Managers Employment Agreement" dated August 28, 2009 (the "Agreement").

B. The Board and County Manager have executed an "Amendment To Gunnison County Manager Employment Agreement" dated December 7, 2010 (the "First Amendment").

C. The Board and County Manager have executed a "Second Amendment to Gunnison County Manager Employment Agreement" dated December 18, 2012 (the "Second Amendment").

D. The Board and County Manager intend to further amend, in part, the Agreement.

AGREEMENT

NOW, THEREFORE**,** in consideration of the mutual covenants herein contained, which are valuable and adequate consideration, the parties agree as follows:

1. The Agreement, at paragraph 5, is amended by a new, additional second sentence that shall read: "This base salary shall increase by 3.5% at the beginning of calendar year 2016 and again at the beginning of calendar year 2017."

2. The Agreement, at paragraph 14, is amended by the full deletion of the current language, and the addition of language stating "County Manager shall return on December 31, 2015, to Gunnison County the County's motor vehicle previously provided to the County Manager. Beginning January 1, 2016, Gunnison County shall provide a motor vehicle allowance of $900 per month. This motor vehicle allowance shall be adjusted by the Consumer Price Index—U (Denver-Boulder) on January 1 of each year commencing on January 1, 2017."

3. The remainder of the Agreement, as it has been amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and County Manager have executed this "Second Amendment" effective as of the date and year set forth above.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO	COUNTY MANAGER
_____	_____
Paula Swenson, Chairperson	Matthew Birnie

ATTEST:

_____
Deputy County Clerk