AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Deputy County Attorney Employment

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached contract relative to the Deputy County Attorney position.

Fiscal Impact: See contract

Submitted by: Katherine Haase for County Attorney's O **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
The County Attorney Activity 2015 budget has sufficient remaining balances to cover the cost of this agreement through the end of the year.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/28/2015

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

Comments:
ok db 7/28/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/28/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/28/2015

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

Agenda Date: 8/4/2015

Revised April 2015

GUNNISON COUNTY DEPUTY COUNTY ATTORNEY
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of July, 2015, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("County") and Gretchen Stuhr ("Employee").

1. Employment as Deputy County Attorney. The County agrees to employ Employee as the Deputy County Attorney, and Employee agrees to be employed as the Deputy County Attorney, pursuant to the terms and conditions of this Agreement beginning on August 17, 2015.

2. Duties. Employee shall serve at the pleasure of the Board of County Commissioners, and under the direct supervision of the County Attorney or his or her designee who shall have full authority to oversee the work of the Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. In the absence of the County Attorney, Employee shall perform those duties directed by a majority of the Board of County Commissioners, not individual members thereof, as well as such other duties that in Employee's best professional judgment, are required to perform the job of Deputy County Attorney for Gunnison County. The Employee shall serve as the Operations Manager for the County Attorney's Office with the responsibility of all department employees (except for the County Attorney), and (except for the County Attorney) management of the office's work processes including the assignment of duties and projects.

3. Personnel Policies and Procedures. Except as otherwise stipulated herein, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee.

4. Term. This Agreement shall remain in full force in effect from August 17, 2015 until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this agreement. This Agreement will be subject to review in September 2018, and every two years thereafter, unless otherwise terminated. At the review date, the parties will review the duties and compensation with the intent of modifying those items where appropriate.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County.

a. Vacation. The Employee shall accrue vacation at 10 hours per

month until such time as he/she would be eligible for increased accrual under Section 8 "Vacation" of the Gunnison County Personnel Policies or any future amendments thereto. Accruals will be allowed up to 336 hours, the maximum accrual limit under County policy.

b. Sick Leave. The Employee shall begin employment with a balance of 40 hours and shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave up to a maximum of one-third of 720 hours (720 x .333).

c. Executive Leave. Employee shall have 5 days (40 hours) of Executive Leave for the calendar year 2015 and through the end of July 2016. Executive leave shall not accrue further, nor shall it result in a payout at termination or retirement. Employee's use of such leave shall be documented in writing.

d. Retirement. As per County policy.

e. Cell Phone Reimbursement. Employee shall be eligible for a $75.00 per month cell phone reimbursement.

f. Health and Welfare Benefits. Employee shall be afforded access to all Health and Welfare benefits as per County policy.

g. County Holidays. Employee shall receive the benefit of all paid County Holidays as set by the Board of County Commissioners.

h. Moving Expenses. County shall pay Employee the sum of Seven-Thousand Five-Hundred Dollars ($7,500.00) for moving expenses.

6. Compensation. During the period of employment, the County agrees to pay Employee for his/her services a base salary of One-hundred Ten-Thousand Eight-Hundred Seventy-five Dollars and no cents ($110,875.00). The compensation shall be reviewed by the parties no sooner than September 2018.

7. Market Wage Adjustments. Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The County Attorney or his or her designee shall be responsible for reviewing and evaluating the performance of Employee annually.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for wages greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize her work schedule in such a fashion as to accommodate her workload, but shall normally be present during the County's business hours.

10. Employee's Responsibilities.

a. Outside Employment. The Employee shall not engage in any outside employment.

b. Ethical Responsibilities. Employee shall at all times observe and comply with all ethical and professional standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County.

c. Status as Employee. It is the intention of County and the Employee that the Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

11. Termination of Employment by County Attorney.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the Board of County Commissioners at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the Board of County Commissioners to terminate the employment relationship at any time for any reason or for no reason at all.

b. Severance Pay. If the employment relationship is terminated by the County Attorney at any time during the period of employment and Employee is ready, willing and able to continue to perform the duties of Deputy County Attorney, the County shall provide Employee severance

pay in the amount equal to three months base pay, plus benefits, at the rate of his/her pay and benefits at the time of termination, or the rate of his/her average base pay for the preceding twenty-four (24) month period, whichever is greater, EXCEPT if the relationship is terminated for nonperformance or unacceptable performance of work, or for violation of any law, ethical or professional standard or other obligation imposed by constitution, statue or other provision of law, there shall be no severance pay.

12. Termination by Resignation by Employee. During the period of employment, Employee may, at any time following thirty (30) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, severance pay provisions of this Agreement shall not apply.

13. Termination of Agreement for Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury, or other mental or physical incapacity from performing the essential functions of the Deputy County Attorney position, and/or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship, and provide severance pay to employee pursuant to Section 11b of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law.

IN WITNESS WHEREOF, the County and Employee have executed this Agreement as of the day and date as first set forth above.

EMPLOYEE

Deputy County Attorney

Paula Swenson, Chairperson
For Board of County Commissioners
of the County of Gunnison, Colorado

ATTEST:

_____

Deputy County Clerk

ATTACHMENT A