AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Gunnis

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Please see the attached agreement.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 11/20/2020

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

Comments:
ok db 11/20/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/20/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/20/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 11/24/2020

Revised April 2015

GUNNISON COUNTY INTERIM FINANCE DIRECTOR
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of November 2020, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("County") and Juan Guerra ("Employee").

1. Employment as Interim Finance Director. The County agrees to employ Employee as the Interim Finance Director, and Employee agrees to be employed as the Interim Finance Director, pursuant to the terms and conditions of this Agreement beginning on December 1, 2020.

2. Duties. Employee shall serve at the pleasure of the County Manager, and under the direct supervision of the County Manager 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. An illustrative list of representative duties is attached as Attachment A to this Agreement.

3. Personnel Policies and Procedures. Except as otherwise set forth in this Agreement, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee, except any provisions of the Personnel Policies applicable to temporary employees, unless in conflict with the express terms of this Agreement.

4. Term. This agreement shall remain in full force in effect from December 1, 2020 through June 30, 2021.

5. Employee Benefits. As a temporary employee, no vacation or sick leave hours will be earned or accumulated. Employee shall be generally free to arrange his schedule as needed to accommodate his duties and personal commitments.

a. Moving Expenses. The County will reimburse moving expenses up to Seven Thousand Five Hundred Dollars and No/100 ($7,500.00) based on actual costs.

b. Initial Visit. The County will reimburse Employee for the Coach class cost of airfare for his initial flight to Gunnison, Colorado.

c. Housing. The County will provide housing in the form of a 3-bedroom, 2-bath townhome in the County's Elk Valley Townhomes free of charge, but with a refundable damage deposit.

d. Professional Education. The County will reimburse Employee for the

reasonable costs and expenses associated with professional education during employment.

6. Compensation. During the period of employment December 1, 2020 through December 31, 2020, the County agrees to pay Employee for his services on an hourly basis at Sixty-Five Dollars and No/100 ($65.00) per hour. Starting January 1, 2021 and continuing through June 30, 2021, the County agrees to pay Employee Eleven Thousand, Three Hundred and Twenty Dollars and No/100 ($11,320.00) per month. Notwithstanding the foregoing, due to the Employee's position and status as a Finance Director in the Administration Department, and as a finance professional, Employee shall not be entitled to overtime or other benefits under the Federal Fair Labor Standards Act or other applicable law.

7. Performance Evaluation. The County Manager or his or her designee may review and evaluate the performance of Employee during the term of this Agreement.

8. 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 his work schedule in such a fashion as to accommodate his workload.

9. Employee's Responsibilities.

a. Exclusive Employment. Employee agrees to remain in the exclusive employ of the Board throughout the period of Employment. The term "exclusive employ" shall not be construed to exclude occasional teaching or writing which is performed on Employee's time off and which does not adversely affect Employee's job performance.

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.*

10. Termination of Employment.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the County Manager 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 County Manager to terminate the employment relationship at any time for any reason, or for no reason at all.

b. Termination by Resignation by Employee. Employee agrees to commit to the full term of the temporary employment period. If Employee is terminated or resigns before the full term of this Agreement, he shall be responsible for reimbursing the County a pro rata share of the flight and moving expenses.

c. 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 Interim Finance Director position, and/or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship, but will not require the reimbursement of expenses as set forth in Paragraph 11 of this Agreement.

11. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations and written offers relating to the subject matter hereof.

12. Choice of Law and Choice of Forum. 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. Venue for any dispute regarding this Agreement shall exclusively lie in the courts of the State of Colorado located in Gunnison, Colorado.

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

EMPLOYEE

Matthew Birnie, County Manager
For BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Juan Guerra
Interim Finance Director

ATTEST:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

Appendix A

Gunnison County

GUNNISON COUNTY, COLORADO
POSITION DESCRIPTION

POSITION TITLE: Finance Director
DEPARTMENT: Administration
FLSA STATUS: Exempt
CONTENT CHANGES: November 1, 2020
FORMAT CHANGES: November 1, 2020

GENERAL PURPOSE

Administers and performs a variety of complex professional and technical functions necessary to maintain the financial systems and operations of the County. Provides leadership in the performance of accounting, payroll, auditing, planning and analysis services to the County organization and the public, so they can make informed decisions, provide fiscally responsible management, and demonstrate and experience accountable County government. Serves as the financial advisor to the Board of County Commissioners and other County department directors and program managers.

SUPERVISION RECEIVED

Works with minimal guidance and direction from the County Manager.

SUPERVISION EXERCISED

Supervises Accounting personnel; responsible for the efficient and effective operations of the Program.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Plan, organize, direct and control all activities in the Finance Program.

Carries out supervisory responsibility in accordance with County policies, procedures and applicable laws including without limitation: interviewing, hiring and training, planning, assigning and directing work, appraising performance, assuring corrective actions as necessary, addressing complaints and resolving problems.

Directs the development of result measures, goals, objectives, rules and regulations, policies and procedures to effectively and efficiently serve the needs of clients in alignment with the County and Departmental Strategic Business Plans; establish and implement long and short-term financial goals.

Develop and manage the annual County budget; oversees all working budget reports necessary for County departments to prepare their annual budget requests; directs the collection and reviews all departmental budget submittals for accuracy and completeness in accordance with specified deadlines; maintains all budget information within the County budget system throughout the process. Prepares budget narratives describing the general economic climate, annual budget policies, budget features, annual budgetary changes and future trends; directs the compilation of budget documents, including complex financial statements, analyses and graphs for distribution to the public and County personnel.

Reviews overall budgets and forecasts for adequacy of fund balances, financial soundness and compliance with Colorado Revised Statutes; reviews and approves budget transfers' review and make recommendations regarding requests for budget revisions.

Directs the preparation for the annual audit; assuring complete year-end work papers; coordinates various general ledger account analyses; provide answers to questions from auditors and assures additional information and documentation is provided as requested; works directly with auditors in resolving variances and determining appropriate adjustments to the County's financial records.

Evaluates current financial processes and procedures to ensure the internal controls are within industry standard and guidelines and make recommendations to the Board of County Commissioners for changes to improve internal controls.

Ensures compliance with state and federal financial reporting and auditing requirements and Generally Accepted Accounting Principles (GAAP) for governments and pronouncements of Governmental Accounting Standards Board (GASB).

Directs the development and implementation of budget skills training program for departmental and official employees to support implementation of County strategic initiatives in the areas of fiscal management, budget analysis, financial reporting and auditing.

Attends seminars, conferences, workshops, classes, lectures, etc. as appropriate to enhance and maintain knowledge of trends and developments in field; reviews professional journals, attends association and professional meetings; and otherwise maintains contacts with professionals to facilitate exchange of information.

Serves as a member of Gunnison County's senior management team; reviews and resolves internal issues; develops and implements strategic direction for the organization; attends County meetings to represent the County Manager's Administration for the Board of County Commissioners.

Maintains Certified Professional Education (CPE) training to keep updated with GASB pronouncements and changes in governmental accounting and finance profession.

Maintains membership in the Government Finance Officers Association (GFOA).

Performs other duties as appropriate or necessary for performance of the job.

PERIPHERAL DUTIES

Serves as a member of various County staff committees, and represents Gunnison County on community committees as required or requested by the County Manager.

Attends professional development workshops and conferences to keep abreast of trends and developments in the field of governmental accounting.

Solicits changes to improve procedures that would result in efficiencies, cost savings and safety.

Communicates actively, clearly and regularly with supervisor and co-workers on all work-related topics.

Understands, observes, enforces and complies with all Governmental, Gunnison County and Departmental policies, procedures and protocols when performing job duties.

Possesses excellent oral and written skills to communicate effectively; composes, types and edits a variety of correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.

Effectively manages multiple projects at once.

Easily adapts to sudden and unexpected changes in work assignments.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

(A) Graduation from an accredited four-year college or university with a degree in Accounting, Finance, Business or Public administration required, and
(B) minimum seven (7) years of progressively responsible experience in the field of accounting or public administration that involved the analysis, preparation and administration of budgets and development of long-term planning, or
(C) any equivalent combination of education and experience that the County deems appropriate.
(D) Master's Degree from an accredited college or university in Business or Public Administration or related field preferred.

Necessary Knowledge, Skills and Abilities:

(A) Working knowledge of modern governmental accounting theory, principles, and practices; working knowledge of internal control procedures and management information systems; working knowledge of office automation and computerized financial applications; knowledge of public finance and fiscal planning; knowledge of budgetary, accounting and reporting systems, GAAFR, GAAP and GASB;

(B) Knowledge of personal computers, word-processing and database software capabilities; advanced knowledge of Excel or other data analysis software for the purposes of extracting and analyzing large volumes of complex raw financial data;

(C) Skill in operating the listed tools and equipment;

(D) Proficiency in applicable federal, state and local laws and policies of county government operations, and of applicable ethical guidelines;

(E) Ability to prepare and analyze financial reports; ability to maintain efficient and effective financial systems and procedures; ability to accurately account for County funds; ability to establish and maintain effective working relationships; ability to communicate effectively, orally and in writing.

(F) Expert proficiency in leadership methods and management skills;

(G) Implement financial systems and procedures;

(H) Supervise and mentor professional and support staff in a productive and positive manner.

SPECIAL REQUIREMENTS

Possess a valid driver's license for Colorado.
Completion of ICS 100, 200 and 700 within first year of hire and ICS 300, 400 and 800 within 2 years of hire.

TOOLS AND EQUIPMENT USED

Personal computer, including spreadsheet and word processing software; central financial computer system; keyboard; telephone; 10-key calculator; copy machine; fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.
The employee must occasionally lift and/or move up to 25 pounds.
Specific vision abilities required by this job include close vision and the ability to adjust focus.

COGNITIVE DEMANDS

English Language Comprehension
Requires the ability to listen to, read, understand and communicate the English language so that others are able to understand. This must be done both orally and in writing, at the level appropriate for the position held.
Information Ordering
Requires the ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules.
Memory
Requires the ability to remember directions and processes for all essential duties; requires remembering facts; requires remembering the gist of past conversations, situations and events.
Attention
Requires focus for long periods of time; concentration on details and thoroughness in completing work tasks; filtering out distractions, ignoring irrelevant information.
Deductive Reasoning
Requires the ability to apply general rules to specific situations to produce results that make sense.
Problem Solving
Requires the ability to tell when something is wrong or is likely to go wrong. Requires the ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. Requires the ability to reflect on strategy, plan, adopt an approach, and change direction if not working.
Mathematical Reasoning
Requires the ability to choose the right mathematical methods or formulas to solve a problem.
Active Learning
Requires understanding the implications of new information for both current and future problem-solving and decision-making. Requires selecting and using training/instruction appropriate for the situation.
Time Management
Requires employee to manage his/her own time and the time of others effectively so that tasks get done in an efficient manner and deadlines are met.
Cooperation
Requires being dependable, willing to take on responsibilities and challenges, exerting maximum effort toward completing essential duties, persistent in problem solving, adaptable to change (positive or negative), honesty, and being pleasant to others.
Social Perceptiveness
Requires being aware of others' reactions, and understanding why they react as they do.
Monitoring
Requires assessing the performance of yourself, other individuals, and/or the organization to make improvements or take corrective action.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required. Background check and CBI check may be performed.
The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

ACKNOWLEDGEMENT OF RECEIPT
PLEASE SIGN AND RETURN TO THE HUMAN RESOURCES OFFICE

I Juan G Guerra acknowledge that I have received a copy of the current job description for the position of Finance Director with Gunnison County. I understand the job description does not constitute an employment agreement between Gunnison County and myself and is subject to change by the Gunnison County Management in its sole discretion.

Signature

11/18/20
Date