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:

DCA Employment Agreement

Fiscal Impact:

Submitted by: Lauren Hibbard **Submitter's Email Address:** lhibbard@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 11/19/2020

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

Comments:
ok db 11/18/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/18/2020 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 DEPUTY COUNTY ATTORNEY
EMPLOYMENT AGREEMENT

THIS GUNNISON COUNTY DEPUTY COUNTY ATTORNEY EMPLOYMENT AGREEMENT is made and entered into this _____ day of _____, 2020 ("Effective Date"), by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board") and Emilee Song Gaebler ("Employee").

1. Employment as Deputy County Attorney. The Board 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 January 11, 2021.

2. Duties. Employee shall serve at the pleasure of the Board, and under the direct supervision of the County Attorney, 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 specifically directed by the full Board, 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 the County and to provide legal advice, representation and counsel to the County.

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 the Effective Date 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 on or about January 11, 2023 and every two years thereafter, unless otherwise terminated. At the review date, the parties will review the duties and compensation of the position 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, including those set forth below:

a. Vacation. The Employee shall accrue vacation at 10 hours per month until such time as she would be eligible for increased accrual under 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 2021 and each calendar year thereafter. 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 per County policy.

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

h. Moving Expenses. County shall pay Employee the sum of Five-Thousand Five-Hundred Sixty-Five Dollars ($5,565.00) for moving expenses.

i. Continuing Legal Education. County shall reimburse Employee for the expenses associated with Continuing Legal Education ("CLE") courses required by Colorado Supreme Court in accordance with Section 10-9 of the Personnel Policies regarding Training, including tuition fees, meals, lodging and travel expenses. Such reimbursement shall not exceed One Thousand Five Hundred Dollars ($1,500) per calendar year.

j. Colorado Bar Dues. County shall reimburse Employee the fee(s) assessed by the Colorado Supreme Court to maintain an active license to practice law in the State of Colorado. County shall also pay employee the sum of One Thousand Nine Hundred Thirty-Five Dollars ($1,935) for costs associated with admission to the Bar of the State of Colorado.

k. Housing. If requested by Employee, the County shall engage in reasonable efforts to help secure affording housing for Employee on at least a short-term basis by offering County-owned or administered residential

properties, subject to availability.

6. Compensation. During the period of employment, the Board agrees to pay Employee for her services a base salary of One-Hundred Twelve thousand dollars and zero cents ($112,000.00). The compensation shall be reviewed by the parties no sooner than January 11, 2023.

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 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 nor engage in any activity that creates an actual or potential conflict of interest with the County.

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 the Board 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.

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 at any time during the period of employment and Employee is ready, willing and able to perform the duties of Deputy County Attorney, the County shall provide Employee severance pay in the amount equal to four months base pay, plus benefits, at the rate of her pay and benefits at the time of termination, or the rate of 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, statute or other provision of law, there shall be no severance pay.

c. Colorado Bar Admission. The Parties mutually acknowledge that Employee is in the process of applying for admission to practice law in the State of Colorado, and that Employee is continuing to make all prudent and necessary efforts to obtain admission. If admission is not obtained on or before July 1, 2021, the Parties intend for employee to practice in Colorado pursuant to CRCP 205.6(1) under the supervision of the County Attorney. In the event that formal admission is not obtained by July 1, 2021 or within the time frame set forth in CRCP 205.6(1), whichever is later, the County may terminate this Agreement pursuant to the provisions set forth in this Paragraph.

12. Termination by Resignation of 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 due to 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 11(b) 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. Venue for such a dispute shall exclusively lie in the court(s) of the State of Colorado located in Gunnison County, Colorado.

15. Signatures and Counterparts. This Agreement may be executed in counterparts, each of which is hereby deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically imaged signature shall have the same force and effect as an original signature.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

_____
Jonathan Houck, Chairperson

EMPLOYEE

_____
Emilee Song Gaebler
Deputy County Attorney

ATTEST:

_____
Deputy County Clerk