AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Attorney Agreement; Second Amendme

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Second Amendment; County Attorney Agreement for David Baumgarten

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: 12/16/2020

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

Comments:
See comments below. db 12/10/20

Legally sufficient MRH 12/10/20

Reveiwed by: Discharge Date: 12/10/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/18/2020

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

Agenda Date: 12/22/2020

Revised April 2015

GUNNISON COUNTY ATTORNEY
AGREEMENT; SECOND AMENDMENT

THIS GUNNISON COUNTY COUNTY ATTORNEY AGREEMENT; SECOND AMENDMENT is made and entered into this 15th day of December 2020, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board") and David Baumgarten ("Employee") as follows:

Whereas, the Board and Employee have entered into the contract titled Gunnison County Attorney Agreement, dated January 21, 2014 (the "Gunnison County Attorney Agreement"); and

Whereas, the Board and Employee have entered into the further contract titled Gunnison County Attorney Agreement; First Amendment, dated October 16, 2018 (the Gunnison County Attorney Agreement; First Amendment); and

Whereas, the Gunnison County Attorney Agreement as amended currently is scheduled to terminate on December 31, 2020; and

Whereas, the Board and the Employee intend to further amend the Gunnison County Attorney Agreement. To the extent that any provision of the terms of the Gunnison County Attorney Agreement and any prior amendments thereto conflict with the provisions of this Amendment, the terms of this amendment shall control;

Now, therefore, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. The Gunnison County Attorney Agreement is extended and shall terminate at the end of January 1, 2021.

2. Nothing in this Second Amendment is or shall be construed to affect the initiation of the employment of Matthew Hoyt as County Attorney effective January 1, 2021. The intent of this Second Amendment is that David Baumgarten shall remain an employee of Gunnison County, but not the County Attorney, for that one additional day is so that payout of accrued incentive pay, vacation and sick leave pay occur in calendar year 2021.

2. Each and all the terms of the Gunnison County Attorney Agreement shall remain in full force and effect, except:

a. No further pay, benefits (except health insurance, to the extent

applicable), leave accrual, reimbursement of expenses, or severance pay shall accrue to Employee during the extension from December 31, 2020 through the January 1, 2021 termination of the Gunnison County Attorney Agreement; Second Amendment. Any work performed as an Attorney during the term of this Second Amendment would be done on a pro bono basis.

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

_____
David Baumgarten
County Attorney

ATTEST:

_____
Deputy County Clerk