



**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2024-26**

**A RESOLUTION ADOPTING THE GUNNISON COUNTY ATTORNEY SETTLEMENT
AUTHORITY POLICY**

WHEREAS, Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, the Gunnison County Board of County Commissioners finds that authorizing the County Attorney, the Deputy County Attorney, and/or the Assistant County Attorney to compromise smaller civil claims against the County will result in increased operational and business efficiency;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached Gunnison County Gunnison County Attorney Settlement Authority Policy (Exhibit A) is adopted, effective on July 2, 2024.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 2nd day of July, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO


Jonathan Houck, Chairperson


Elizabeth Smith, Commissioner


Laura Puckett Daniels, Commissioner

Attest:


Deputy County Clerk





Policy Name:	Gunnison County Attorney Settlement Authority Policy			Policy Number:	1.2.9.3
Approval Authority:	Gunnison County Board of County Commissioners			Initial Adoption Document	Resolution #2024- —
Date of Initial Adoption:	6/18/2024	Initial Effective Date:	6/18/2024	Policy Custodian:	County Attorney's Office
Last Review / Revision Date:	6/18/2024	Review Frequency:	Every Five (5) years.	Next Review Due:	6/18/2029

PURPOSE

This policy grants limited signatory authority to the County Attorney so that he or she may settle civil litigation matters on behalf of the Board of County Commissioners (BOCC) in order to timely execute legal strategy and avoid operational or litigation delays.

SCOPE

This policy applies to the Gunnison County Attorney, the Deputy County Attorney and/or the Assistant County Attorney.

DEFINITIONS

- "County Attorney" shall include the Deputy County Attorney and the Assistant County Attorney, except where either the Deputy County Attorney or Assistant County Attorney are expressly referenced in this policy.

POLICY STATEMENTS

The County Attorney of Gunnison County, Colorado is authorized, without further action of the BOCC, to execute, on behalf of the BOCC, agreements to settle and compromise civil claims for damages, regardless of whether such claims are brought, or could be brought, in state or federal court or in binding arbitration, against either the County, the BOCC or any elected or appointed official, agent or employee of the County acting in his or her official capacity, so long as:

1. Such agreement(s) oblige the County to pay funds available to the County in the fiscal year in which such agreement is executed;
2. Such agreement(s) impose no material obligation on the County other than the payment of money or the release of any claims brought by or that could have been brought by the County against the settling parties (*e.g.*, without the express approval of the BOCC, the County Attorney may not by settlement agreement bind the County to promulgate a new rule, resolution, ordinance, policy or procedure, or issue a particular license or permit, as a term of settlement) in relation to the subject matter of the dispute;
3. The County Attorney confers with the County Manager, and engages in reasonable efforts to confer with the Chief Financial Officer and any affected Assistant County Manager(s) or separately elected County official(s), prior to executing any such agreement(s); and
4. The total amount of any such agreement obliges the County to pay to a settling party does not exceed:
 - a. \$75,000;
 - b. In the case of the Deputy County Attorney, \$50,000; or
 - c. In the case of the Assistant County Attorney, \$25,000.



The County Attorney shall schedule each agreement executed pursuant to this policy on a BOCC agenda for acknowledgment of his or her signature, and shall, prior to execution of any such agreement, confer the County Manager or his or her designee.

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary in order to fully protect the County’s interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice to the fullest extent permitted by law.

APPLICABLE LAW OR RELATED REGULATIONS, POLICIES AND FORMS

- Section 24-10-112(2), C.R.S.: Grants BOCC, as governing body of County, ability to compromise or settle claims “in such manner as the governing body may designate.”
- Section 30-11-101(1)(d), C.R.S.: County has authority “to make all contracts and do all acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers.”
- Section 30-11-107(1)(a), C.R.S.: BOCC has authority “[t]o make such orders concerning the property belonging to the county as it deems expedient[.]”
- Section 30-11-107(1)(b), C.R.S.: BOCC has authority “[t]o examine and settle all accounts of the receipts and expenses of the county, to examine and settle and allow all accounts chargeable against the county[.]”
- Section 30-11-107(1)(e), C.R.S.: BOCC has authority “[t]o represent the county and have the care of the county property and the management of the business and concerns of the county in all cases where no other provisions are made by law[.]”
- Section 30-11-107(1)(aa), C.R.S.: BOCC has ability to establish policies and procedures regarding entering into contracts binding on the County and to delegate its power to enter into such contracts pursuant to such policies and procedures

Gunnison County, CO
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