



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Dorisio - District #4
Lynn Baca - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Friday
June 3, 2022
12:00 PM

Watch the virtual meeting through our You Tube Channel
<https://www.youtube.com/channel/UC7KDbF1XykrYlxnfhEH5XVA>

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

A. Citizen Communication

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction or request to speak at the meeting through our eComment system at <https://adcogov.legistar.com/Calendar.aspx>

Residents are encouraged to submit comments, prior to the meeting, through written comment using eComment; eComment is integrated with the published meeting agenda and individuals may review the agenda item details and indicate their position on each item. A request to speak at the meeting may also be submitted using the eComment feature. You will be prompted to set up a user profile to allow you to comment, which will become part of the official public record. The eComment period opens when the agenda is published and closes at 4:30 p.m. the day prior to the noticed meeting.

B. Elected Officials' Communication

- 6. CONSENT CALENDAR**

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving the Employment Agreement of the County Manager

B. COUNTY ATTORNEY

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT
OF THE COUNTY MANAGER

WHEREAS, the Board of County Commissioners is authorized to employ persons for the efficient management of the business and concerns of the County, and to compensate such persons with moneys from the general fund; and

WHEREAS, the Board of County Commissioners desires Noel Bernal to serve as the County Manager; and

WHEREAS, the Board of County Commissioners desires to enter into a contract with Noel Bernal as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Board hereby approves the employment contract with Noel Bernal, a copy of which is attached to this Resolution and incorporated herein by this reference, and authorizes the Chair to execute same.

ADAMS COUNTY, COLORADO

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”), effective _____, is made by and between the Board of County Commissioners of Adams County, Colorado (“County”) and Noel Bernal (“Employee”) as follows:

RECITALS

WHEREAS, pursuant to § 30-11-107(n), C.R.S., as amended, the Board of County Commissioners is expressly authorized to employ a County Manager; and

WHEREAS, effective and accountable leadership by the County Manager is critical to the County’s ability to carry out its mission and vision; and

WHEREAS, the County and the Employee have agreed to enter into a mutually beneficial employment agreement.

NOW, THEREFORE, for the consideration herein set forth, the County and the Employee agree as follows:

AGREEMENT

1. TERM

A. The County hereby employs Employee in the position of County Manager until such time as his employment is terminated according to the provisions of this Agreement.

2. DUTIES

A. As the Adams County Manager, Employee shall have the job responsibilities and duties attendant to that position as set forth in the job description maintained by People & Culture (and as may be hereafter amended), and with any other job responsibilities and duties as may be assigned by the County from time to time.

B. Employee’s primary responsibilities include implementation of the County’s policies, selection and management of all deputy county managers and department directors under the Board’s responsibility, direction of programs/service delivery, and resource management of the organization. Employee conveys the Board’s policy directions to all deputy county managers and department directors and coordinates the flow of information and advice from elected officers, deputy county managers, and department directors to the Board. Employee agrees to abide by the Adams County Governance Policy for the Adams County Commissioners or any such comparable rules that are adopted in the future regarding conduct between the Board of County Commissioners and Adams County leadership.

3. **COMPENSATION**

A. As compensation for the faithful performance of the duties associated with this position, the Employee shall be paid a base annual salary in an amount set annually by the Board of County Commissioners. The Board of County Commissioners shall communicate this base salary amount to the People & Culture Director each year in conjunction with the Employee's annual performance review. The base salary shall be paid to the Employee by the County consistent with the County's payroll practices. Any salary or benefits earned or paid shall be deemed to be payment for services already rendered by the Employee, and shall not be construed as a promise of future employment.

B. The County shall, in one of the paychecks in Employee's anniversary month, annually until such time as his employment is terminated according to the provisions of this Agreement, pay Employee an additional \$22,500 for the purpose of supplementing the Employee's retirement. Employee may choose to have this additional payment paid to his deferred compensation account or may use any unqualified supplemental retirement plan or tool of his choice. This \$22,500 per annum shall be in addition to the base salary.

4. **ANNUAL LEAVE, SICK LEAVE, AND ADMINISTRATIVE LEAVE**

A. Employee shall accrue annual leave based on his length of service in accordance with the County's Employee Manual Policy. Employee's annual leave accruals shall be subject to the annual leave policy in the County's Employee Manual.

B. Employee shall accrue sick leave as provided in the County's Employee Manual.

C. During each calendar year, Employee shall receive twelve (12) administrative leave days, effective on January 1 of each year, which may be taken by the Employee at any time during the same calendar year, as long as organizational needs permit. Administrative leave days shall not be accumulated from year-to-year, and, at the time of the Employee's separation from the County, the Employee shall receive no payment or compensation for any administrative leave days not taken.

5. **BENEFITS AND RETIREMENT PLAN**

A. Along with the benefits provided to all County Employees, including health, dental, eye, life, and disability insurance, Employee shall also receive the following:

- i. **Vehicle Allowance.** Vehicle Allowance in an amount established by County policy.
- ii. **Technology Stipend.** Technology Stipend in an amount established by County policy.

B. As an appointed official, Employee is in “Covered Employment” for purposes for membership in the Retirement Plan. Employee will automatically participate in the Retirement Plan on the first day of Covered Employment. Employee will contribute a specified percentage of Employee’s monthly compensation to the retirement fund through before-tax payroll deductions.

6. PROFESSIONAL DEVELOPMENT

A. The County recognizes the desirability of representation in and before local, state and national organizations including the International City/County Management Association, the Colorado City & County Management Organization, and other similar organizations. Employee is authorized to become a member of such organizations and receive education and training appropriate for such membership. Employer shall pay all expenses related to such memberships. Employer shall also pay reasonable expenses associated with professional development and training related to Employee’s position, including travel expenses.

7. PERFORMANCE REVIEWS

A. Employee shall report directly to the Board of County Commissioners.

B. The Board of County Commissioners shall make every effort to review Employee’s job performance at least once annually. Beginning in 2023, this annual performance review shall occur during the month of November of each year unless the parties agree otherwise. The County shall provide the Employee a reasonable and adequate opportunity to discuss the Employee’s evaluation with the County. The annual performance reviews and evaluations shall be reasonably related to the Employee’s written job description and any other job performance goals jointly set by the County and the Employee.

C. Failure by either party to complete the matters described in Paragraph 7(B) shall not constitute a breach of this Agreement.

8. OUTSIDE EMPLOYMENT/ACTIVITIES

A. Employee shall devote his full time and best efforts to the affairs of the County and except as expressly permitted by the County, Employee shall not accept any other employment during the term of this Agreement.

B. Material involvement in Adams County politics by Employee, as County Manager, including attendance at a local political caucus, running for any elected office (whether a county elected office or otherwise), or campaigning or otherwise supporting any Adams County elected official’s campaign through money, words, or conduct (other than casting a vote as an elector) is prohibited.

9. **TERMINATION AND RESIGNATION**

A. **THE EMPLOYEE SHALL BE AN “AT-WILL” EMPLOYEE OF THE COUNTY,** as that status is defined under Colorado law. As such, the Employee’s employment with the County may be terminated at any time and under any circumstances, with or without cause, and with or without prior notice by the County to the Employee.

B. The Employee is employed under the provisions of § 30-11-118, C.R.S., and as such, decisions concerning the Employee’s termination or separation from the County shall be made by the Board of County Commissioners, and all such decisions shall be final, shall not be subject to a pre or post-termination hearing, and shall not be subject to appeal. No formal resolution or other formal action is necessary by the Board of County Commissioners to affirm a hiring, termination or other direction or supervision of the Employee.

C. If, at any time during the term of this Agreement, the County terminates Employee’s employment for “just cause” the termination shall be without severance pay and shall be effective on Employee’s receipt of notice of his termination. The County may terminate this Agreement for “just cause” by a majority vote of the Board of County Commissioners, under any one of the following circumstances:

- i. If the Employee is convicted of any crime or offense that is classified as a felony under Colorado law, or that involves fraud, theft, misuse of public property, or moral turpitude, or that reflects adversely on the Employee’s honesty, integrity, or fitness for public employment.
- ii. Performance of any job-related acts that endanger the property or personal safety of himself or another person.
- iii. Violation of any lawful official order of, or failure to obey any lawful direction made and given by, the County, where such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline, or has resulted or reasonably might be expected to result in a loss or injury to the County or to the public.
- iv. Disgraceful conduct, as determined by the County, occurring during the performance of Employee’s official duties.
- v. Unreasonable amount of absence from duty without making suitable arrangements for the care of the Employee’s duties.
- vi. Any other justifiable cause, as determined by the County, similar in nature and severity.

D. At any time during the term of this Agreement, the County may terminate Employee’s employment without “just cause” provided that Employee shall receive either:

- i. Thirty (30) days notice and, on the last day of employment, payment of a sum total of nine (9) months' salary, including the value of benefits such as health insurance, technology stipend, and vehicle allowance. Employee will continue to fully perform his or her duties and job functions until the last day of employment.
- ii. No notice and by payment, at the time of the termination, a sum total of nine (9) months' salary, including the value of benefits such as health insurance, technology stipend, and vehicle allowance.

E. If the Employee is charged, by indictment, information, or complaint, with a crime or offense that is classified as a felony under Colorado law, or that involves fraud, theft, misuse of public property, or moral turpitude, or that reflects adversely on the Employee's honesty, integrity, or fitness for public employment, the County may, at its sole discretion, suspend the Employee from his or her employment, with or without pay, during the pendency of the charge(s). Whether a charged crime or offense reflects adversely on the Employee's honesty, integrity, or fitness for public employment shall be determined solely by the Board of County Commissioners.

F. Employee may terminate this Agreement at any time upon sixty (60) days prior notice by tendering his written resignation to the County. Employee shall cooperate with the County in effecting the transfer of his duties during the sixty (60) day notice period.

G. After the Employee's last day of employment, governed by any subparagraph of this Paragraph (9) herein, the County shall pay Employee for accrued and unused annual and sick leave pursuant to relevant policies of the County's Employee Manual.

10. NOTIFICATIONS

A. Notices by either party required to be given under this Agreement shall be in writing and hand-delivered or sent by certified mail addressed to the other party as herein provided. Notice to the County shall be delivered to the Board of County Commissioners at the offices of the County, 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601-8204. Notice to Employee shall be delivered to Employee at Employee's last known home address as indicated in the County's records.

B. If notice is mailed, it shall be deemed received three (3) days after the postmarked date of mailing, provided such notice was sent postage prepaid and addressed as required by Paragraph 10(A) herein.

11. MISCELLANEOUS

A. This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

B. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

C. Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any provision in the future, unless waiver has rendered future performance impossible.

D. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.

E. Each party represents and warrants that it has the power and ability to enter into this Agreement, and to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

EMPLOYEE

Noel Bernal

Date

APPROVED AS TO FORM:

Adams County Attorney's Office