

EMPLOYMENT CONTRACT FOR ASSISTANT FREMONT COUNTY ATTORNEY

AGREEMENT made on the date written below, between the **BOARD OF COUNTY COMMISSIONERS FOR FREMONT COUNTY** (hereinafter called "Employer") and **Eric Bellas**, (hereinafter called "Employee").

WHEREAS, the Employer has determined that it is to the advantage and interest of the Employer to avail itself of the Employee's services to serve as the full-time Assistant Fremont County Attorney, with the primary area of practice being Human Services, particularly child protection services, adult protection services, child support enforcement, juvenile delinquency, and such other areas as may be assigned to Employee from time to time; and

WHEREAS, the Employee desires to accept employment with the Employer;

NOW THEREFORE, in consideration of the promises and the mutual covenants herein set forth, the parties do hereby covenant and agree as follows:

1. Employment. The Employer hereby employs the Employee and the Employee hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Duties. The Employee agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him relating to rendering professional legal services on behalf of the Employer. The Employee agrees to comply with the Employer's written policies, rules and regulations.

3. Term. The term of this agreement shall begin on January 1, 2023, and shall continue as long as the employee is efficient, conscientious and productive. Each year of employment shall be subject to budgeting and appropriation of funds for the position of Assistant County Attorney.

4. Termination. Employee shall serve at the pleasure of the Board of County Commissioners.

a. Employee may terminate this contract by providing 30 days' advance notice to Employer of the intent to terminate. Less notice may be provided, if Employer consents to the same. Upon such termination by Employee, Employee shall take all steps to the extent reasonably practical to protect Employer's interests, such as allowing time for employment of other counsel and assisting the other counsel in taking over pending work on behalf of Employer.

b. This contract shall automatically terminate without prior notice if the Employee ceases to maintain good standing with the law licensing authorities, or is no longer authorized to practice his profession in the Courts of Colorado.

c. This contract may be immediately terminated by Employer for cause. Cause for termination shall be limited to Employee's breach of this Agreement, or Employee's violation of the Standards of Conduct set forth in the Employer's Personnel Policies and Procedures, provided that such

violation shall be of such a nature that would objectively warrant termination of employment.

d. This contract may be terminated by Employer without cause. This contract may also be terminated due to differences in philosophy and/or political views between Employer and Employee, failure of Employer to budget and/or appropriate funds for the position of Assistant County Attorney, change in Employer policy concerning the position of Assistant County Attorney, or other general preference of Employer. In the event that this contract is terminated pursuant to this subpart (d), Employer shall pay to Employee severance compensation in an amount equal to two months' full annual salary (including longevity), established as of the date of termination.

5. Compensation. For all services rendered by the Employee pursuant to this agreement, the Employer shall pay to the Employee annual compensation in the amount of \$125,000.00, and in such amount to be determined from year to year, payable in equal increments over such year and on such pay dates as provided to other employees of Employer. Employee's compensation shall be reviewed annually. Employee shall be entitled to cost of living and/or merit increases in compensation in at least the same rate and manner that such increases are granted to other employees of Employer. Employee's position shall be included in the salary and compensation market analysis study as prepared by the County's consultant, to determine the market rate of compensation for the position of Assistant County Attorney.

6. Fringe Benefits. During the term of this agreement, the Employee shall be entitled to all benefits offered generally to the Employer's employees, including participation in the health/medical insurance, life insurance, and retirement plans now in existence or any other employee benefit plan established by the Employer. Employee shall be entitled to all types of vacation, sick or other leave provided to other employees of Employer and an additional 40 hours of vacation.

7. Business Expenses.

a. Employee is authorized to incur reasonable expenses in connection with the services provided to Employer including professional licenses, dues and subscriptions, travel expenses, fees for professional seminars and post-graduate courses, expenses incurred in attendance at professional meetings and conventions, as are necessary for Employee to be fully and currently informed as to new developments in the field of law, and other similar expense items. All such expenses shall be set forth in the budget for Employee and if not, shall require advance approval from Employer.

b. Employer will reimburse the Employee for the expenses incurred pursuant to this paragraph, upon presentation by the Employee of an itemized account of such expenditures in a manner prescribed by the Employer unless such expenses have been paid directly by the Employer.

c. The Employer agrees to provide to Employee adequate staff and resources necessary to the operation of the office of the Assistant County Attorney. These resources include, but are not limited to necessary furniture, equipment, office supplies, research and reference materials, a current set of Colorado statutes, a computerized research subscription and Internet access.

8. Other Employment.

The parties understand that Employee is employed as an Associate/Assistant Municipal Court Judge by the City of Florence and by Cañon City. Further consent shall not be required for such

employment, whether the same be in the capacity of Associate/Assistant or primary Municipal Court Judge.

Employee shall be entitled to perform legal services to private clients from time to time provided however, that such services shall not be of such a nature that would interfere or conflict with his employment with Employer and his duties, obligations and loyalty as Assistant County Attorney. Such services shall not be performed under such circumstances that would require use of county resources or that could materially limit Employee's responsibilities to Employer.

Employee shall fully disclose to the County Attorney, all legal services being performed for private clients and shall obtain consent from Employer to any private client representation, prior to proceeding with the same.

9. Legal and Financial Records. All legal files and financial records pertaining to county legal matters for which the Employee is the responsible attorney, or upon which Employee has performed services and all personnel records pertaining to compensation and expenses of the Employee within the scope of his employment shall at all times be the property of the Employer.

10. Billings and Fees. If directed by Employer, Employee shall record time for services provided, to enable Employer to appropriate and transfer funds from budgets from other county departments and offices.

11. Death. In the event of Employee's death during the term of this agreement, the Employer shall pay to the beneficiaries whom the Employee has designated in writing, or in the absence of such a designation to the Employee's surviving spouse, the compensation and other benefits that would otherwise have been payable to the Employee through the end of the month in which his death occurs.

12. Employee's Negligence. The cost of defense, as well as payment of damages and expenses for which the Employer may be liable as a result of an act, or an alleged act, of negligence on the part of the Employee shall be assessed and paid as provided by the Colorado Governmental Immunity Act.

13. Notice. Any notice required to be given pursuant to this agreement shall be in writing and either sent by certified mail or hand-delivered to the Fremont County Attorney at her principal office or to the Employee at his last known residence address.

14. Invalid Provision. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

15. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of Colorado.

16. Modification. This instrument constitutes the entire agreement between the parties, and may be changed only by an agreement in writing signed by the parties.

17. Binding Effect and Assignment. The rights and obligations of the Employer under this agreement shall inure to the benefit of and be binding upon the successors and assigns of the Employer.


This agreement, being for the personal services of the Employee, shall not be assignable or subject to anticipation by him.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 3rd
day of January, 2023.

EMPLOYER:

EMPLOYEE:

**BOARD OF COMMISSIONERS
COUNTY OF FREMONT**

BY: 
Chairman


Eric Bellas

FREMONT COUNTY ATTORNEY
APPROVAL AS TO ASSISTANT COUNTY ATTORNEY

BY: 
Brenda L. Jackson