

**EMPLOYMENT CONTRACT
COUNTY ATTORNEY FOR THE HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES
2024**

This contract is made and entered into as of this _____ day of _____, 2024 between the Board of County Commissioners of Huerfano County, Colorado (“BOCC”) and Lisa Powell-DeJong.

RECITALS

WHEREAS, under the authority of C.R.S. § 30-11-118, the Board of County Commissioners determines that the interests of Huerfano County require employment of a County Attorney for the Huerfano County Department of Human Services; and

WHEREAS, the Board of County Commissioners has found Lisa Powell-DeJong qualified for, and wishes to continue employment of Lisa Powell-DeJong in the position of County Attorney for the Huerfano County Department of Human Services; and

WHEREAS, the Board of County Commissioners desire to establish working conditions of said Employee, and to provide certain benefits, terms and conditions of employment; and

WHEREAS, Lisa Powell-DeJong will be employed in the capacity of County Attorney for the Huerfano County Department of Human Services as that position is defined in the Colorado Revised Statutes; and,

WHEREAS, Lisa Powell-DeJong wishes to accept this employment with all of the duties and obligations associated thereto, as those duties and obligations may be changed or amended by the BOCC, from time to time;

EMPLOYMENT

NOW THEREFORE, the Parties hereto agree to be bound by the mutual covenants contained herein establishing their obligations concerning employment, remuneration, duties and performance.

1. **Scope of Duties.** Lisa Powell-DeJong will advise Huerfano County Department of Human Services in and litigate cases for dependency and neglect, child support, and adult protection. Lisa Powell-DeJong will also advise and assist the Director of the Huerfano County Department of Human Services in other legal matters that may arise regarding the services provided by and duties of the Department of Human Services. These duties may be amended and supplemented by the BOCC or the Director of the Huerfano County Department of Human Services at any time.

2. **Term.** The term of this employment contract is for one year from the _____ day of _____, 2024 and subject to budget appropriation. At the expiration of the one-year term, this contract shall renew for successive one year periods unless canceled by either party as provided herein, or replaced with a new contract.

3. Compensation.

A. Salary.

- a. Lisa Powell-DeJong will receive a salary of \$96,000.00 annually.
- b. Compensation shall be paid in the same manner as any other Huerfano County employee as provided for in the Employee Handbook as that handbook may be modified from time to time.
- c. Prior to yearly renewal of this employment contract, the parties shall review and evaluate Lisa Powell-DeJong's performance for a salary increase. Such increase shall be up to the percent increase offered to all county employees or as determined by the BOCC.

B. Hourly.

- a. Upon her discretion, Lisa Powell-DeJong may, at the request of the BOCC or the County Attorney, assist in the duties of the County Attorney.
- b. All additional work performed at an hourly rate must be pre-authorized by the BOCC or County Administrator.
- c. Assistance to the County Attorney shall be billed by Lisa Powell-DeJong at a rate of \$175 per hour as a contract employee.
- d. An invoice for each month's hourly payment shall be submitted no later than the 5th day of the following month to the Huerfano County Finance Department, the County Administrator and the Huerfano County Attorney. Huerfano County shall provide payment on each invoice no later than 30 days after submission of the invoice.

C. Benefits. Lisa Powell-DeJong will be eligible to receive all benefits contained within the Huerfano County Employee Handbook.

D. Vacation Time. Lisa Powell-DeJong will be authorized three (3) weeks/fifteen (15) days of vacation time. She shall also have the ability to either take annual leave or cash out the accrued vacation time.

4. Cancellation of this agreement and termination of employment.

A. Lisa Powell-DeJong may cancel this contract and terminate her employment with 30 (thirty) days prior written notice to the Chair of the BOCC.

- B. Lisa Powell-DeJong serves as County Attorney for the Huerfano County Department of Human Services and receives benefits under this contract at the pleasure of the BOCC. The BOCC may, at any time during any term of this contract, cancel this contract and terminate Lisa Powell-DeJong’s employment with or without cause.
 - C. Severance Compensation. Should either party, at any time, cancel this contract and terminate Lisa Powell-DeJong’s employment, Lisa Powell-DeJong shall be entitled to an amount of severance pay equivalent to three months’ salary at the rate of payment existing at the time of cancellation of the contract and termination of employment. Both parties recognize and acknowledge that this contract cannot be canceled nor Lisa Powell-DeJong terminated for acts that are constitutionally protected or for reasons that violate Lisa Powell-DeJong’s civil rights.
- 5. Assignability. This contract is not assignable by either party under any condition.
 - 6. Insurance. The County shall provide Lisa Powell-DeJong insurance coverage for errors and omissions, and malpractice while acting in the capacity of County Attorney for the Huerfano County Department of Human Services, and shall indemnify and hold Lisa Powell-DeJong harmless from any and all claims brought by third parties against the Huerfano County Attorney in said capacity.
 - 7. Agreement made in Colorado. The parties agree that this contract was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be exclusively in a County District Court for the State of Colorado.

Huerfano County Board of County Commissioners

John Galusha, Commissioner

Lisa Powell-DeJong, County Attorney for HC DHS

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner