

EMPLOYMENT AGREEMENT

The City Council of the City of Craig, Colorado (the City) hereby employs Jay Cranmer (the Municipal Judge), to be the Municipal Court Judge for the City with the responsibilities, compensation, terms and conditions as set forth in this employment agreement.

RESPONSIBILITIES

The Judge of the Municipal Court has jurisdiction in all cases arising under the Charter and the ordinances of the City of Craig. He shall satisfactorily perform all duties pertaining to such office and maintain a high standard in his personal life fitting a public figure in this office. The performance of the Judge shall be evaluated based upon all relevant factors including, but not limited to, dependability in being available to attend and perform well at the sessions of court, consistency in dealing with cases, fairness to the defendants and to the prosecution, responsibility in managing the judicial department budget and staff, avoidance of personal problems which may damage the public respect of the office of the Municipal Judge, and ability to get along with and interact appropriately with other City staff.

TERM OF AGREEMENT

The term of this employment agreement shall commence July 14th, 2020 and shall continue for the remainder of a two-year term ending July 14th, 2022. This agreement may be renewed by the City Council for additional successive two-year terms and the City Council may choose to advertise for applicants or choose not to so advertise. In the case the City Council chooses to renew the contract without advertising, Judge shall receive notice and opportunity to negotiate with the City Council before the contract is renewed.

INDEPENDENCE OF JUDICIARY

The Municipal Judge shall use his best legal judgment in deciding cases brought before him without interference or pressure from any official or employee of the City. The Municipal Judge will not be compensated based upon revenues of the court, which limitation is set forth in the Charter.

TERMINATION

The Municipal Judge may terminate this contract by giving the City thirty (30) days written notice. The City may terminate this agreement without cause by giving the Municipal Judge thirty (30) days written notice or by allowing the contract to expire upon completion of the term. A majority of the entire City Council may immediately terminate this agreement for cause which will include unethical behavior, loss of the license to practice law in the State of Colorado, undisclosed serious conflict of interest, disclosure of confidential information, illegal activity which results in criminal charges against the Municipal Judge, other behavior which results in a finding by the City Council that the Municipal Judge has compromised the dignity of the office of the Municipal Judge, and any other conduct which would constitute a major offense, as that list may apply to this position, under the City Personnel Manual (however, this in no way gives the Municipal Judge any additional rights under the City Personnel Manual except as set forth in this agreement). There shall be no severance pay or benefits upon termination for cause.

COMPENSATION

For the services as Municipal Judge, the City shall pay Two Thousand Two Hundred Fifty Dollars (\$2,250.00) per month (\$27,000 per year). The City will not contribute to group medical and dental insurance coverage for the Municipal Judge or any other additional benefits. The City will also budget for one continuing legal education seminar per year, such as a meeting of the Colorado Municipal Judges Association, or another seminar having a direct relationship to the duties of the Municipal Court Judge.

RESIDENCE

The Municipal Judge agrees to reside within the city limits of the City of Craig or elsewhere within Moffat County, as required by the City Charter, during the term of this agreement.

COMPLIANCE WITH SECTION 20(4)(B) OF ARTICLE X OF THE STATE CONSTITUTION

This employment contract is subject to the annual appropriation of funds for the purpose of securing legal services as Municipal Judge, and may be terminated without notice or the payment of severance in any year in which sufficient funds are not made available, provided, however, that the City may not appropriate funds in the same year to employ another in the same capacity or to provide for comparable alternative legal services as Municipal Judge.

ENTIRE AGREEMENT

It is understood that this is the entire agreement between the parties and supercedes any prior or contemporaneous verbal agreements. Any modification of this employment agreement shall be made in writing, signed by both parties, and attached to this agreement.

Signed and entered into this _____ day of _____, 2020.

CITY OF CRAIG, COLORADO

Jarrod Ogden, Mayor

Jay Cranmer, Municipal Judge

ATTEST:

Liz White, City Clerk