

## CITY ATTORNEY EMPLOYMENT CONTRACT

The City of Craig ("City") employs Heather Cannon, attorney-at-law, as the City Attorney for Craig Colorado, effective as of the date both parties sign this Contract. Heather Cannon, Colorado Supreme Court registration number 38250 ("City Attorney") agrees to serve as the City's Attorney, in accordance with the terms hereof. The parties agree the terms of this contract, apart from an annual increase in pay based upon the cost of living and her annual evaluation by Counsel which can be increased on an annual basis, shall be in effect for a period of 4 years from the date of signing this contract unless agreements are reached that would modify this document with approval of City Council.

### **Duties of the City Attorney.**

1. City Attorney agrees to be the legal advisor and legal representative of the City, subject to the lawful direction of the City Manager and the City Council. In the event of a conflict between direction provided by the City Manager and by the City Council, Ms. Cannon shall follow the direction of the City Council, typically as expressed by the Mayor of the City.
2. City Attorney shall scrupulously abide by the terms of this Contract, the ordinances and resolutions of the City, the City Charter and the applicable statutes and Constitution of the state of Colorado.
3.
  - a. The City Attorney may only be removed by a majority vote of the entire council for cause as directed by the Craig City Charter Article IV Section 1. If Ms. Cannon is terminated prior to the end of this contract, the City shall provide (and be solely responsible for the cost of) COBRA benefits for herself and her family members for a period of 12 months.
  - b. City Attorney shall provide an average of 15 hours of attorney services per week. Both parties understand that the City Attorney will fluctuate on a weekly basis given the needs of the City at that time.
  - c. City Attorney will keep track of her time in 1/6<sup>th</sup> of an hour, specifying the work performed and person(s) and issues involved and shall submit a billing statement to Human Resources accounting for her monthly time. City Attorney shall also track all expenses and reimbursables, and provide copies of invoices, receipts, *etc.*, to the City Manager upon request.
4. Examples of regular duties to be performed by the City Attorney are:
  - a. To represent, or supervise the representation of, the City (which includes all of its employees, boards, commissions and the City Council) in all legal and administrative proceedings;
  - b. Act as the City prosecutor in the municipal court;
  - c. Draft or review drafts prepared by others of all City ordinances and resolutions;
  - d. Attend meetings of the City Council, as directed by the City Manager or the Mayor;
  - e. Advise all City departments, unless otherwise directed by the City Manager or the Mayor;
  - f. Coordinate with the City's insurance carrier(s) regarding all claims against the City, and regularly update the City Manager, and the City Council as directed;
  - g. Notify the City Manager when the City Attorney learns of or suspects any violation of any City ordinance, policy or other applicable law;

h. Provide a summary to the Council, with copy to the City Manager, of any legal issues or other legal concerns that come to her attention where it is appropriate to notify Council.

The City Attorney will also perform and provide such other legally permissible duties and functions as directed by the City Manager or the Mayor. If the City requires more than 20 hours of City Attorney work the City Attorney will bring the issue to the attention of the City Manager as soon as it is known that she may exceed 20 hours in any given week. The parties agree that when the City Attorney works in excess of 20 hours in a work week that she will be compensated at an hourly rate of \$180.00 per billable hour in addition to her agreed upon salary as defined in this agreement. The City attorney may elect to comp her time in this regard pursuant to the City of Craig Employee Handbook policies.

5. Hours.

a. While the City Attorney has the general flexibility to set her days and hours working for the City, she shall be available to meet with and advise the Mayor, City Council and its members, City Manager, City department heads and other staff, and City boards and commissions and citizens as necessary.

b. The City will provide an equipped office, adequate supplies and staff support as directed by the City Manager.

**Compensation. Benefits. Term. Conditions. Resignation.**

6. a. The City Attorney position is that of a half-time City employee, with a gross annual salary of \$112,459.00. The City Attorney's salary may be increased by the City Council based on merit, and will be increased by the amount of any cost-of-living increases granted to all full-time City employees, prorated to reflect the half-time status of the City Attorney.

b. As a half-time employee, the City will provide the City Attorney with the benefits specified on Exhibit A, attached hereto, i.e., the medical/dental/partial vision benefits received by full-time City employees.

c. The City Attorney will receive the benefit of Sick Leave, Holiday time, Vacation time, and Personal time, which shall be calculated at the same rate as fulltime employees granted to all full-time City employees, prorated to reflect the half-time status of the City Attorney.

d. The City Attorney may participate in the City's retirement program just as is any full-time employee of the City, currently with the International City Management Association-Retirement Corporation, except that the City Attorney's retirement contributions shall vest immediately.

e. The City Attorney serves at the pleasure of the Council. The City Council has a duty under the City charter to evaluate the City Attorney on an annual basis.

f. The City Attorney is an exempt employee, for purposes of state and federal labor laws.

7. a. The City Attorney's status as an employee of the City, and her status as the appointed City Attorney, are conditioned on her being lawfully able to practice law in Colorado and being a resident of Moffat County.

b. "Cause", for purposes of the Council terminating City Attorney's status as the City Attorney includes: conviction of any felony or classified misdemeanor; being charged or convicted of any crime or illegal act which in the discretionary opinion of the City Council causes shame or negative publicity to accrue to the City, the Council or the position of City Attorney; the parties hereto agree that the position of City Attorney is held to a very high standard of decorum, ethics, excellent judgment (both in her personal and professional lives), thus her failure to avoid any behavior that the Council considers to be unbecoming to the position or which the Council concludes violates these standards also constitutes 'cause', including such things as public drunkenness, lewdness, theft; lying to the City Manager, City Council or any citizen or City employee.

8. Resignation. The City Attorney agrees to provide at least thirty (30) days written notice of any intent to resign to the Mayor and the City Manager.
9. In accordance with Colorado's Governmental Immunity Act (GIA) and the City's insurance coverages, the City Attorney shall have the status of a City employee for purposes of tort or similar claims. The City believes CIRSA coverage provides professional malpractice coverage for the City Attorney. Nothing herein waives or shall be construed to waive any provision of the GIA. Nothing herein shall be construed to limit the City Attorney's ethical duties to the City per the Rules of Professional Conduct in effect from time-to-time.

#### **Other Employment**

10. The City agrees that the City Attorney has the right to other employment, including her private practice of law business, so long as such other employment or private practice does not conflict or interfere with her status as an employee and her status as the City Attorney. The City Attorney shall assiduously avoid representing private persons that would reasonably be considered to be an appearance of a conflict of interest, or a conflict of interest, with her status as the City Attorney.

#### **Professional Municipal Attorney Training.**

11. The City will either pay or reimburse for, as determined by the City Manager, the City Attorney's attendance (and associated reasonably priced meals, not including alcohol) and lodging for two municipal law related legal continuing education conferences/seminars each year, in Colorado; City Attorney shall attend the Colorado Municipal League's annual conference and shall attend those sections provided specifically for municipal attorneys. The City agrees to reimburse Ms. Cannon for the cost of mileage associated in the travel related to any conferences or meetings outside of Moffat County Colorado that follows the I.R.S. mileage rate during that time period. The City will reimburse the City Attorney for one-half of the cost of annual registration with the Colorado Supreme Court, and one half of any bar association dues for any Moffat County bar association.

#### **Mileage**


12. The City will reimburse the City Attorney for miles traveled in her personal vehicle on City business at the current Internal Revenue Service's mileage rate. The City Attorney will not be

reimbursed for miles travelled by her on City business within the City limits, including mileage to and from City Hall.

**Other Provisions**

- 13. The terms and provisions hereof constitute the entire agreement between the parties, and supersede any oral or other discussions between the City Attorney and the City Manager or the Mayor. The terms and provisions hereof shall not be changed or modified except by a writing, signed by both parties.
- 14. If any term or provision of this Contract is held to be invalid or in conflict with the City's charter, ordinances, resolutions, or the statutes or constitution of the state of Colorado, or otherwise unenforceable, the remainder of these terms and provisions shall not be affected and shall remain in full force and effect; individual terms or provisions of this Contract are severable.
- 15. The City's obligations to pay or reimburse City Attorney, according to the terms hereof, and the City Attorney's receipt of any benefit referred to herein, are subject to the City Council's appropriation of necessary funding.
- 16. The use of headings shall not be used to construe any ambiguities of this Contract.
- 17. a. The City agrees to pay for the legal services provided by a paralegal who will be supervised and directed by the City Attorney in furtherance of the City Attorney's work and services provided to the City under this Contract.

  
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Signature of City Attorney

  
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Signature of the Mayor, Chris Nichols

Dated: 5/1/24

ATTEST:  
  
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Liz White, City Clerk

Dated: 5/1/2024