

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January, 2025, by and between the City of Westminster, State of Colorado, a municipal corporation, hereinafter called "the CITY," and JASON LANTAGNE hereinafter called "EMPLOYEE," is as follows:

WHEREAS, the CITY desires to continue employing the services of EMPLOYEE, as Presiding Municipal Court Judge of the City of Westminster as provided by City Charter, Chapter XVI, Section 16.2; and

WHEREAS, it is the desire of the City Council of the CITY (the "City Council") to provide certain benefits, establish certain conditions of employment, and to set working conditions of EMPLOYEE; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of EMPLOYEE and to provide inducement for him to accept such employment; (2) act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE, and (3) provide a just means for terminating EMPLOYEE'S services at such time as he may be unable to fully discharge his duties or when the CITY may desire to otherwise terminate his employ; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES AND COMMITMENTS:

A. The CITY hereby agrees to continue the employment of EMPLOYEE as Presiding Municipal Judge of the CITY to perform the duties and functions specified in Section 16.2 of the City Charter, Chapter 22 of Title I of the City Code, and such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign.

B. EMPLOYEE shall administer the judicial component of the Municipal Court and shall be responsible for providing judicial coverage to insure efficient and expeditious hearing of all matters scheduled for hearing in the Municipal Court.

C. EMPLOYEE and the Court Administrator shall prepare and submit jointly a

proposed budget for the Municipal Court, following guidelines established by the City Manager. This budget shall be reviewed by the City Manager's Office and submitted to the City Council for final approval as part of the City Manager's recommended City Budget. Requests for changes in the budget during the fiscal year shall also be submitted through the City Manager's Office.

D. EMPLOYEE shall supervise the Associate Judge of the Municipal Court pursuant to W.M.C. 1- 22-2(C). EMPLOYEE shall delegate duties to the Court Administrator pursuant to W.M.C. 1-22-9.

E. Except as otherwise expressly provided in this Agreement, EMPLOYEE shall be subject to the most current version of the City of Westminster Personnel Policies and Rules.

F. The CITY expects the EMPLOYEE to adhere to the highest professional standards. The EMPLOYEE's actions will always comply with those standards. The EMPLOYEE agrees to follow the Colorado Code of Judicial Conduct and the ethics rules, regulations, and laws of the State of Colorado. The Colorado Code of Judicial Conduct are published by the Colorado Supreme Court. Consistent with the standards outlined in the Code, the EMPLOYEE shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. The CITY shall support EMPLOYEE in keeping these commitments by refraining from any order, direction, or request that would require EMPLOYEE to violate the Colorado Code of Judicial Conduct. Neither the City Council nor any individual member thereof shall request EMPLOYEE to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office.

SECTION 2. TERM:

A. It is the intent of the City Council and EMPLOYEE that EMPLOYEE will serve as Presiding Municipal Judge starting January 1, 2025, and shall continue thereafter for an as yet undetermined time period until terminated by a majority vote of City Council or until incapacity, death, or resignation of EMPLOYEE. EMPLOYEE agrees to remain in the exclusive employ of the CITY. Further, EMPLOYEE agrees not to become employed by any other employer until this Agreement is terminated. Notwithstanding the foregoing, the term "employed" shall not be

construed to include other judicial service, private law practice, occasional teaching, writing, consulting work, or other related activities performed on EMPLOYEE's time off.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time and for any reason, subject only to the provisions set forth in Section 3 of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 3 of this Agreement.

D. In accordance with Section 16.2 of the Westminster home rule Charter, EMPLOYEE understands and agrees that EMPLOYEE serves in the position of Presiding Municipal Judge at the pleasure of City Council. "At the pleasure of City Council" shall mean EMPLOYEE serves in the position of Presiding Municipal Judge without a definite term, and may be terminated from employment by City Council at any time, for any reason, with or without cause.

SECTION 3. TERMINATION AND SEVERANCE PAYMENT:

A. Termination "without cause". In the event the City Council by a majority vote of members holding office decides to terminate EMPLOYEE's employment with the CITY during such time that EMPLOYEE is willing and able to perform the duties of Presiding Municipal Judge, then and in that event, the CITY agrees to pay EMPLOYEE on a schedule agreeable to EMPLOYEE a lump sum cash payment equal to his gross salary for the ensuing eight (8) months and CITY shall also cover the EMPLOYEE's portion of any COBRA Benefits for the Medical, Dental, and Vision options the EMPLOYEE had at the time of separation for the ensuing twelve (12) months (the "Severance Payment"). In the event the EMPLOYEE is terminated "without cause", the CITY shall be obligated to pay the Severance Payment.

B. Termination "with cause". In the event City Council by a majority vote of members holding office decides to terminate EMPLOYEE's employment with the CITY because of conviction of any illegal act involving personal gain to EMPLOYEE; any felony conviction at the State or Federal level; or for conviction of any offense constituting a violation of C.R.S. § 18-8-301, et seq. (Bribery and Corrupt Influences), or C.R.S. § 18-8-401, et seq. (Abuse of Public Office); or in the

event EMPLOYEE is in breach of this Agreement as described in section C below, then in such event or events, the EMPLOYEE shall be considered terminated “with cause” and the CITY shall have no obligation to pay the Severance Payment.

C. Breach of Contract. In the event the CITY deems the EMPLOYEE is in breach of the contractual obligations set forth in this Agreement, the CITY shall give EMPLOYEE written notice of the breach followed by a 30-day cure period. If the breach is not cured by the 30-day period, the City Council by a majority vote of members holding office may vote to terminate EMPLOYEE “with cause” and the CITY shall have no obligation to pay the Severance Payment.

D. In the event the CITY at any time during the employment term reduces the salary or other financial benefits of EMPLOYEE in a greater percentage or a greater number of furlough days than an applicable across the board reduction or number of furlough days for all City employees, or in the event the CITY refuses, following written notice to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a written suggestion by City Council from a majority of members holding office that he resign, then, and in that event, EMPLOYEE may, at his option, be deemed to be terminated “without cause” at the date of such reduction or request and be entitled to the Severance Payment as described in subsection A of this Section 3.

E. In the event EMPLOYEE voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, then EMPLOYEE shall give the CITY no less than sixty (60) days' notice in advance in writing, unless the parties otherwise agree to a different time period. The City may, in its sole discretion, accept EMPLOYEE’s resignation at any time, and make such resignation effective at any date after actual receipt of EMPLOYEE’s notice of resignation. Acceptance of a voluntary resignation by the CITY shall not be deemed a termination “without cause” by the CITY as described in subsection A of this Section 3, and accordingly shall not cause the payment of Severance Pay.

F. The parties may, by mutual written agreement, shorten the time required for written notification of termination or resignation set forth in this Section 3.

SECTION 4. SALARY, DEFERRED COMPENSATION, AND EVALUATIONS:

A. Effective January 1, 2025, the CITY agrees to pay EMPLOYEE for the services

rendered pursuant to the Agreement an annual gross salary of \$218,427. The gross salary, less any contributions made to the EMPLOYEE'S deferred compensation account as detailed below and subject to all other applicable withholdings and deductions, shall be payable to EMPLOYEE in installments at the same time as other employees of the CITY are paid.

B. EMPLOYEE shall be entitled to contribute a portion of his gross salary, not to exceed the amount allowed by federal law, as a lump sum to EMPLOYEE's deferred compensation account in conjunction with the first full pay period in January.

C. The CITY agrees to review EMPLOYEE's performance annually, no later than October 31st of each year, and conduct quarterly check-ins with EMPLOYEE at Council's discretion. Salary evaluation each year shall be at the discretion of the CITY.

SECTION 5. HOURS OF WORK:

A. It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and that he is expected to balance that with family responsibilities, and to that end EMPLOYEE shall be allowed to establish an appropriate work schedule and will be allowed to take compensatory time off as he shall deem appropriate during normal office hours, in compliance with the Personnel Policies and Rules.

B. EMPLOYEE shall not spend more than ten (10) hours per week outside of normal business hours in teaching, consulting, or other non-City connected business without the expressed prior approval of the City Council, and such consulting or other non-City connected business shall not constitute a conflict of any nature with EMPLOYEE's work as Presiding Municipal Judge. The City Council shall be the sole judge of such conflicts, and its determination shall be final.

SECTION 6. TRANSPORTATION:

EMPLOYEE's duties require that he have an EMPLOYEE-provided automobile. EMPLOYEE shall be responsible for paying of liability insurance, property insurance, maintenance, repair, and regular replacement of said automobile. The CITY shall pay EMPLOYEE a monthly car allowance of \$500 to assist in compensating for these costs.

SECTION 7. DUES AND SUBSCRIPTIONS:

The CITY agrees to budget and to pay the professional dues of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations of the EMPLOYEE's choosing necessary and desirable for his continued professional participation, growth and advancement, and for the good of the CITY.

SECTION 8. PROFESSIONAL DEVELOPMENT:

The CITY hereby agrees to budget and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for the CITY, including but not limited to the American Bar Association, the Colorado Bar Association, the Colorado Municipal Judges Association, and continuing legal education courses and seminars related to topics of the judiciary. In addition to reasonably funding educational / training programs for EMPLOYEE's professional staff, sufficient funds shall be budgeted to permit EMPLOYEE to attend at least one national, one statewide, and one local educational / training program each calendar year.

SECTION 9. GENERAL EXPENSES:

The CITY recognizes that certain expenses of a non-personal, job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said non-personal, job-affiliated expenses. Disbursement of such monies shall be made upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavit.

SECTION 10. FRINGE BENEFITS:

A. The CITY shall provide EMPLOYEE with all benefits that are provided to all other Department Head level employees by the Personnel Policies and Rules, except that when such benefits are in conflict with this Agreement, this Agreement shall control.

B. EMPLOYEE shall accrue Vacation Leave at the rate prescribed for "over 20" years of continuous municipal service in the City Code and Personnel Policies and Rules, and shall be able to use such accrued leave in accordance with the rate of use accorded to employees in the "over

20” years category.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the City Charter or any other law.

B. EMPLOYEE is ultimately responsible for providing judicial coverage of all docketed matters in the Westminster Municipal Court.

C. EMPLOYEE shall comply with the U.S. and State Constitutions, the Colorado Code of Judicial Conduct, the Westminster Municipal Code, the City Charter, State Statutes, and all other applicable rules and laws.

SECTION 12. PROFESSIONAL LIABILITY:

A. The CITY agrees that, to the extent permitted by law, it shall defend, hold harmless, and indemnify EMPLOYEE from any and all demands, claims, suits, actions, judgments and payments, and legal proceedings at law or in equity brought against EMPLOYEE (specifically excluding, however, any demand, claims, suits, actions, or legal proceedings brought against EMPLOYEE by or on behalf of the CITY, and any criminal proceedings brought against EMPLOYEE), in their individual capacity or in their official capacity as agent and employee of the CITY, provided the incident giving rise to the claim arose while EMPLOYEE was acting in good faith and within the scope of their employment and not willfully or wantonly.

B. The obligations of the CITY pursuant to this Section 12 shall be conditioned on prompt notification to the CITY by EMPLOYEE of any threatened or reasonably contemplated claim; full cooperation by EMPLOYEE with the CITY and its legal counsel in defending the claim; and EMPLOYEE not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the CITY. EMPLOYEE shall facilitate timely notification of claims to City Council pursuant to W.M.C. 1-30-3(A).

C. In the event the CITY has provided a defense pursuant to this paragraph, and a court or other decision making body having jurisdiction over the matter determines that the act or omission of EMPLOYEE did not occur during the performance of their duties hereunder and within the scope of their employment or that the act or omission was willful and wanton or not in good faith, EMPLOYEE shall reimburse the CITY for all costs of such defense and indemnity actually incurred and paid on their behalf by the CITY. The defense provided by the CITY under this Section shall include, with the consent of EMPLOYEE, any reasonable appeals of such a determination by a court or other decision-making body having jurisdiction over the matter.

D. In no event shall individual City Council members be individually or collectively liable or responsible to EMPLOYEE for defending or indemnifying EMPLOYEE against such demands, claims, suits, actions, and legal proceedings.

E. To the extent any term or provision of this Agreement conflicts with the Colorado Governmental Immunity Act, the Governmental Immunity Act, C.R.S. 24-10-101 et seq., shall control the CITY's and EMPLOYEE's rights and obligations under this Agreement.

SECTION 13. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and to the benefit of the heirs at law and executors of EMPLOYEE.

C. If any provision, or any portion hereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the portion thereof shall be deemed severable, and the remainder shall not be affected, and shall remain in full force and effect.

D. Nothing in this Agreement shall be construed as creating a multiple fiscal year obligation on the part of the CITY within the meaning of Colorado Constitution Article X, Section 20.

E. The parties agree that this Agreement is entered into and shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the City of Westminster, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this Agreement.

APPROVED by Westminster City Council on this ____th day of October, 2024.

Nancy McNally, Mayor

ATTEST:

City Clerk

Jason Lantagne

APPROVED AS TO LEGAL FORM:

City Attorney