

**CITY ATTORNEY EMPLOYMENT CONTRACT  
BETWEEN THE CITY OF BRIGHTON, COLORADO AND ALICIA R. CALDERÓN**

This Agreement is made this 20<sup>th</sup> day of July, 2021 by and between the City of Brighton, Colorado, a municipal corporation organized and existing under the laws of the State of Colorado ("City"), and Alicia R. Calderón ("Calderón" or "City Attorney").

**WITNESSETH:**

WHEREAS, the City of Brighton is a Home Rule City within the meaning of Article XX of the State of Colorado Constitution and is authorized to exercise and perform those powers and functions set out in the City of Brighton Home Rule Charter ("Charter"), as amended from time to time;

WHEREAS, under Section 8.1 of the Charter, the City Council of the City of Brighton ("City Council") has the duty and power to appoint a City Attorney under certain terms and conditions;

WHEREAS, the City Council desires to provide certain benefits, establish certain conditions of employment and set working conditions for the City Attorney; and

WHEREAS, Calderón desires to accept employment as the City Attorney for the City of Brighton, Colorado, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **EMPLOYMENT.** The City of Brighton, Colorado hereby employs Alicia R. Calderón as City Attorney and she hereby accepts employment under the terms and conditions hereinafter set forth. Start of employment is August 23, 2021.
2. **DUTIES AND LICENSING.**
  - a. **Duties.** Calderón is hereby appointed as the City Attorney for the City of Brighton, Colorado. Calderón's primary function shall be to serve as legal counsel to the City Council and the City, and to perform the functions and duties specified in Section 8.1 of the Charter, all other duties set forth within the Charter, all duties set forth within the Brighton Municipal Code and State law, and to perform such other authorized duties and functions as the City Council requests.
  - b. **Licensing.** Calderón is licensed to practice law in the State of Colorado and meets all qualifications as provided in the Charter. At all times during this Agreement, Calderón shall maintain her license to practice law in good standing with the Colorado Supreme Court and Office of Attorney Regulation Counsel and comply with all Rules of Professional Conduct promulgated by the Colorado Supreme Court. If Calderón becomes aware of a disciplinary complaint or action filed against her with Office of

Attorney Regulation Counsel, she shall immediately report it to City Council. City Council understands that anyone may file a complaint, and unless a filed complaint results in discipline, it would not be considered for purposes of employment with the City.

3. **TERM.** This Agreement shall commence on August 23, 2021 and shall continue for an indefinite term; provided that nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council's right to terminate the services of Calderón at any time for any reason, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Calderón to resign at any time, for any reason. Nothing contained in this Agreement shall be deemed or construed as creating any property or other right to a continuation of Calderón's employment, and the obligations of the City herein are subject to annual appropriation as required by law.
4. **COMPENSATION.** The City shall pay Calderón an annual salary of One Hundred Eighty-Five Thousand Dollars (\$185,000.00). This salary shall be payable in accordance with the City's usual payroll practices. Subject to the provisions of this Agreement as hereinafter provided, changes in the City Attorney's salary shall be determined and established by the City Council pursuant to Section 8.1 of the Charter. The City Attorney is hereby considered an exempt employee for purposes of the Fair Labor Standards Act, and shall not be entitled to overtime compensation.
5. **EMPLOYEE BENEFITS.** All provisions of the Charter, ordinances, policies and rules and regulations of the City relating to benefits and working conditions, as they now exist or hereafter may be amended, shall also apply to Calderón as they would to all other management level employees of the City, except for the benefits enumerated herein specifically for the benefit of the City Attorney
  - a. Insurance: Maintain for the benefit of Calderón and her dependents, health, disability, dental, and vision insurance equal to that which is provided by the City to other management level employees.
  - b. Retirement contributions: The City shall pay nine percent (9%) of the Employee's annual salary as a match to the Employee's 9% contribution to the City's ICMA-RC pension plan.
  - c. Paid Time Off, Sick Days and Holidays: In addition to the paid time off, sick days and holiday leave provided to all City employees, the City will credit Calderón with forty (40) hours of Personal Leave upon hire, to be added to normal leave accruals, to be eligible for immediate use at the Calderón's discretion.
  - d. Automobile Allowance: The City Attorney's duties require that she shall have the exclusive use at all times during her employment of her personal automobile, and Calderón agrees that she shall be responsible for acquiring and paying for liability and

property insurance, and for all costs associated with the maintenance, repair and regular replacement of said automobile. A monthly car allowance of Four Hundred Fifty Dollars (\$450.00) shall be paid to Calderón to assist in compensating for these costs.

6. **PROFESSIONAL DEVELOPMENT.** The City encourages Calderón to participate in the activities of professional organizations to the extent such involvement will be beneficial to her performance as the City Attorney. Calderón may attend professional organization conferences, meetings, seminars and workshops which will be beneficial to the City and to Calderón's performance of her responsibilities, including, but not limited to, the Annual Conference of the Colorado Municipal League; meetings of Colorado local government attorney organizations; and such other national, regional, state and local governmental groups and committees hereof of which Calderón or the City is a member.
7. **REGISTRATION, DUES AND SUBSCRIPTIONS.** The City agrees to budget and to pay for registration, professional dues and subscriptions of Calderón, including but not limited to book subscriptions, annual attorney registration fees, continuing legal education, bar association and other organizational fees which will contribute to the continued professional participation, growth and advancement of Calderón, and for the good of the City.
8. **WORKING FACILITIES, EQUIPMENT AND SOFTWARE.** Calderón shall be provided with working facilities and staff suitable to her position and adequate for the performance of her duties. The City recognizes the need for Calderón to be reachable by phone and/or e-mail during such times when Calderón is not in the City Hall. Accordingly, the City shall pay for the purchase of a cell phone and laptop to be used for work performed by the City and their monthly usage fees.
9. **CONFLICT OF INTEREST PROVISIONS.** During employment with the City, Calderón shall not spend non-City work hours teaching, consulting or in any other non-City connected for-profit business without the prior approval of Council. It is further understood and agreed that because of the duties of the City Attorney performed for the City, Calderón shall not, during the term of this Agreement, individually, as a partner, joint-venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Brighton, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council. For and during the term of this Agreement, Calderón further agrees, except for a personal residence or residential property acquired or held for future use as personal residence, not to invest in any other real estate or real property improvements within the corporate limits of the City, without the prior approval of Council.
10. **PERFORMANCE EVALUATION**
  - a. The City Council shall review and evaluate the performance of Calderón at least annually pursuant to Section 8.1(F) of the Charter on a date mutually agreed upon by the City Council and Calderón. The reviews and evaluations shall be in accordance with specific criteria developed jointly by Calderón and the City Council. The criteria

may be added to or deleted from as the City Council may from time to time determine, in consultation with Calderón. Calderón shall not be penalized for any area of job performance that was not addressed by the Council prior to the evaluation and for which Calderón was not given instruction and opportunity for improvement or correction.

- b. Following the annual performance review, the City Council will determine what additional employment compensation, if any, shall be given to Calderón based on Calderón's performance.

## 11. TERMINATION.

- a. Resignation. Calderón, upon thirty (30) days prior written notice to the City Council, may resign. In the event of resignation, Calderón shall not be entitled to any severance compensation as provided for in Paragraph 11(c)(ii).
- b. Mutual Agreement of the Parties. Calderón's employment may be terminated by mutual agreement of the parties, in which case Calderón shall not be entitled to any severance compensation, as provided for in Paragraph 11(c)(ii), otherwise agreed to by the City Council.
- c. Termination by City. Calderón agrees and recognizes that she serves at the pleasure of the City Council and may be terminated anytime with or without cause.
  - i. The City may remove Calderón at any time by a majority vote of the members of the City Council for cause. For purposes of this Agreement, "cause" shall be defined as the conviction of Calderón of any crime of moral turpitude or conviction of a felony; In the event that Calderón is terminated for cause under this paragraph, Calderón shall be entitled only to payment of accrued paid time off, and compensation which has accrued at the date of termination. Calderón shall not be entitled to any severance.
  - ii. If Calderón is terminated without cause pursuant to Section 8.1(H) of the Charter, the City Council will provide Calderón with written notice. In the event of a termination without cause, Calderón shall receive payment for accrued paid time off in accordance with Paragraph 5(c) above. Calderón shall continue to receive full health and life insurance benefits and retirement benefits during the severance pay term, or until such benefits are made available through another employer. If Calderón is terminated under this paragraph in the first year of service, she shall not be entitled to severance compensation. Thereafter, severance compensation shall be as follows:

- A. After the first six (6) months of service, severance compensation shall be an amount equivalent to three (3) months of Calderón's then-current annual salary.
- B. After the second year of service, severance compensation shall be increased to an amount equivalent to four (4) months of Calderón's then-current annual salary.
- C. After the third year of service, the severance compensation shall be increased to an amount equivalent to five (5) months of Calderón's then-current annual salary.

12. COLORADO GOVERNMENTAL IMMUNITIES ACT/INDEMNIFICATION. The City agrees to defend Calderón against any claim or demand pursuant to the Colorado Governmental Immunity Act ("GIA"), C.R.S. § 24-10-101 *et seq.*, as may be amended. The City shall further defend, save harmless, and indemnify Calderón against any tort, professional liability claim, or demand or other legal actions arising out of an alleged act or omission occurring in the scope and performance of Calderón's duties acting as City Attorney, or resulting from the exercise of judgment or discretion in connection with the performance of duties or responsibilities as City Attorney, unless such conduct is found to be willful or wanton, or is criminal conduct.

13. WAIVER OF BREACH. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.

14. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties and may only be modified in writing by both parties.

15. GENERAL PROVISIONS.

- a. This Agreement shall be governed as to its validity and effect by the laws of the State of Colorado.
- b. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by registered or certified mail, postage prepaid, addressed to Calderón at her address as it appears in the records of the City, or addressed to the City, attention of the Mayor, with a copy to the City Clerk at their offices in Brighton, Colorado.
- c. This Agreement is one for personal services to be provided by Calderón only and may not be assigned.

- d. If any provision, or any portion hereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement or portion hereof, shall not be affected by such ruling and shall remain in full force and effect.
- e. Each party has cooperated with the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis of that party being the "drafter".
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. This Agreement shall become effective upon approval of both parties.

IN WITNESS WHEREOF, the City of Brighton, Colorado has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by its City Clerk on the date written below, and Calderón has approved and accepted this Agreement.

**CITY OF BRIGHTON, COLORADO**  
A Colorado Municipal Corporation

\_\_\_\_\_  
GREGORY MILLS, Mayor

ATTEST:

\_\_\_\_\_  
NATALIE HOEL, City Clerk

Date: \_\_\_\_\_

**ALICIA R. CALDERÓN**

\_\_\_\_\_  
Date: \_\_\_\_\_