

Employment Agreement

This Employment Agreement (the "Agreement") is made and entered into as of the 1st day of December, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Breena Meng, an individual with an address of [REDACTED] ("Meng") (each a "Party" and collectively, the "Parties").

Whereas, the Town wishes to employ Meng as the Town Attorney pursuant to Section 8.02 of the Erie Home Rule Charter (the "Charter") and Section 1-6-4 of the Erie Municipal Code (the "Code"); and

Whereas, Meng wishes to accept employment as the Town Attorney under the terms set forth in this Agreement.

Now therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Employment.**

a. Pursuant to the terms of this Agreement, the Town agrees to employ Meng as Town Attorney, and Meng accepts such employment. Such employment is "at will".

b. Meng's primary function shall be to serve as legal counsel to the Town acting by and through its Town Council, and to perform the functions and duties specified in Section 8.02 of the Charter and Section 1-6-4 of the Code. Meng acknowledges and agrees and understands that said duties may change from time to time as provided by the Charter and the Code or as otherwise directed by the Town Council.

c. During the term of this Agreement, Meng agrees to remain in the exclusive employ of the Town and neither to accept nor to become employed by any other employer. The term "employed" shall not be construed to include occasional teaching, writing, or consulting, as approved by the Town Council, performed on Meng's time off with prior written approval of the Town Council.

d. Meng shall have supervisory and managerial authority and responsibility to direct, assign, reassign, and evaluate all staff in the Town Attorney's office, consistent with Town policies, the Code, and the Charter. Meng may establish regulations, rules, and procedures for the Town Attorney's office that Meng deems necessary for the efficient and effective operation of the Town Attorney's office, which regulations, rules, and procedures shall be consistent with Town policies, the Code and the Charter, and as required by the Colorado Rules of Professional Conduct.

e. As of the Effective Date, Meng is licensed to practice law in the State of Colorado. At all times during this Agreement, Meng 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 Meng becomes aware of a disciplinary complaint or action filed against her with the Office of Attorney Regulation Counsel, she shall immediately report the filing to the Town Council.

f. Meng is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Meng's participation in activities out of the office, Meng will generally be expected to keep office hours at Town Hall during normal business hours at least 3 days per week.

g. Meng shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding office on the Town Council, or seek or accept any personal enrichment or profit derived from confidential information. Meng shall maintain independent professional judgment and not take specific direction from the Town Council concerning the handling of any criminal prosecution matter. The Town Council shall support Meng in keeping these commitments by refraining from any order, direction, or request that would require Meng to undertake any of the aforementioned activities.

h. Meng acknowledges that the Town Council adopts a budget and makes appropriations for the operations of the Town, including staffing, for each calendar year, and further acknowledges and agrees that the duties described in this Agreement shall be performed within the adopted budget and appropriated amounts.

i. The Town acknowledges that access to a legal research software service (*e.g.*, Westlaw or Lexis Nexis), Colorado Revised Statutes, state and federal court rules, and law practice manuals directly related to the duties and requirements of the Town Attorney are essential to Meng and other employees in the Town Attorney's Office being able to competently perform their duties. Therefore, the Town agrees to budget and pay for: legal research software subscriptions for Meng and Town Attorney's Office staff; up to two hard copies of the Colorado Revised Statutes annually, up to two hard copies of Colorado and federal rules of civil procedure and evidence annually; and annual subscriptions to law practice manuals for areas directly related to the Town Attorney's duties. Such materials and property shall be the sole property of the Town and neither Meng nor staff in the Town Attorney's office shall have any personal right or property interest therein.

j. In accordance with Section 1-5-4 of the Code, the Town Attorney has the right and authority to retain special counsel to handle any matter in which the Town has an interest, or to assist and counsel with the Town Attorney on any matter. Nothing in this Agreement shall be construed to prevent, limit, or otherwise interfere with the Town

Attorney's right and authority to retain special counsel, provided the cost of such special counsel is appropriated in the Town's budget.

2. Term. This Agreement shall begin on the Effective Date and continue for an indefinite term; provided that nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Council to terminate this Agreement at any time for any reason, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Meng 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 Meng's employment. For purposes of this Agreement, the anniversary date of Meng's employment with the Town shall be December 1st of each year (the "Anniversary Date").

3. Compensation.

a. For her employment as Town Attorney, Meng shall be compensated at an annual base salary of \$235,000, which shall be payable in installments at the same time as other management employees of the Town are paid. The Town Council may adjust the base salary as the Town Council determines appropriate, in the Town Council's sole discretion.

b. Meng shall devote her full professional energies, interest, abilities, and productive time to the performance of this Agreement. Meng shall be considered an exempt employee for purposes of the Fair Labor Standards Act, because Meng's duties may involve expenditures of time in excess of the regularly established workday or in excess of a 40-hour workweek and will regularly include time outside normal office hours (including attendance at Town Council meetings, board and commission meetings, and various community meetings, forums, and workshops). The compensation herein provided includes compensation for the performance of all such services and all hours worked.

4. Benefits. In addition to the Compensation set forth in Section 3, Meng shall receive the following benefits during her employment as Town Attorney:

a. *Insurance.* Health, life, vision and dental insurance shall be paid by the Town for Meng and her dependents in the same manner as for all other full-time employees of the Town.

b. *Disability.* The Town shall pay for short-term and long-term disability benefits for Meng in the same manner as for all other full-time employees of the Town.

c. *Holidays, Vacation and Sick Leave.* Meng shall receive paid holidays, vacation leave and sick leave in the same manner as for a full-time employee with at least 3 years of service to the Town.

d. *Retirement.* The Town agrees to pay, in installments at the same time as other management employees of the Town are paid an amount equal to Meng's personal contribution into Meng's Town of Erie 401a Plan, not to exceed 5% of Meng's base salary. All of the Town's contributions shall vest immediately on Meng's first day of employment. If the cumulative amount of the Plan contributions exceeds the then-current annual limit under the Internal Revenue Code for contributions to a deferred compensation plan, the remainder of the Town's contributions shall be paid to Meng as taxable compensation in the applicable pay periods.

e. *Other Benefits.* Meng shall receive workers' compensation and other benefits paid by the Town in the same manner as for all other full-time employees of the Town.

f. *Mileage.* In exchange for Meng's use of her personal vehicle for travel for Town business, the Town shall reimburse Meng for mileage at the current federal rate. Mileage for commuting to and from work shall not be eligible for reimbursement.

g. *Attorney Registration.* The Town shall pay for Meng's annual Colorado attorney registration fee in the amount set by the Colorado Supreme Court to maintain her Colorado law license, beginning with registration fees due for the 2026 registration year.

5. Severance.

a. *Amount and Payment.* If Meng is terminated without cause, she shall receive an amount equivalent to 6 months of Meng's then-current annual salary plus the benefits set forth in Section 4 (the "Severance Payment"). The Severance Payment shall be paid once as a lump sum amount, provided that the retirement contributions set forth in Section 4.d shall be paid pre-tax into Meng's Town of Erie 401a Savings Plan, subject to all required withholding. The Severance Payment shall not be considered an extension of employment. If the amount of the contribution to the Town of Erie 401a Savings Plan included in the Severance Payment exceeds the then-current limit under the IRS Code for a contribution to a deferred compensation plan, the remainder shall be paid to Meng in a lump sum as taxable compensation.

b. *Termination for Cause.* If the Town Council terminates Meng's employment for cause, Meng shall not be entitled to the Severance Payment. For purposes of this Agreement, "for cause" means any of the following: (i) conviction of any criminal act involving personal gain to Meng; (ii) conviction of a felony or any crime of moral turpitude; (iii) violation of the Town's Code of Ethics; and (iii) failure to perform any material term of this Agreement, or failure to meet her performance goals, and such failure continues for 30 days after written notice from the Town Council specifying the failure and expected corrective action. Termination of Meng's employment by the Town Council for any reason other than for cause as defined above, including without limitation non-appropriation of

funds pursuant to Section 9.j, shall be deemed termination without cause and shall entitle Meng to receive the Severance Payment.

c. *Resignation.* If Meng resigns from her position as Town Attorney, Meng shall not be entitled to the Severance Payment.

6. Performance Evaluations. The Town Council shall review and evaluate Meng's performance at least once every 12 months. Within 90 days of the Anniversary Date each year, Meng and the Town Council shall work together to develop concrete, reasonable performance goals for the next year of employment, with concrete, reasonable timelines. Meng's achievement of those goals within those timelines shall be used to determine future salary modifications.

7. Professional Development.

a. Subject to such amounts as may be budgeted, the Town, in its sole discretion, shall pay for expenses related to Meng's continuing professional development, which includes attendance at various national or state conferences, seminars, and continuing legal education programs. At a minimum, the Town shall pay for Meng's membership in the Colorado Bar Association, the Colorado Municipal League ("CML"), and the Metro City Attorneys' Association, and shall pay for Meng's attendance at the CML Annual Conference, the annual CML Seminar on Municipal Law, and the IMLA Seminar on Municipal Law. The Town shall reimburse Meng's expenses for other memberships, registration, travel, meals or lodging in association with business-related conferences, education or other meetings.

b. Meng agrees to apply all continuing legal education credits she receives from attending conferences and continuing legal education programs directly related to Meng's employment with the Town toward fulfilling continuing legal education requirements as required to maintain her Colorado law license.

8. Indemnification. The Town shall defend, hold harmless and indemnify Meng against claims and causes of action that may arise in the performance of Meng's duties for the Town in accordance with the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended. Meng shall not, however, be indemnified for any act or omission that is willful and wanton as those terms are defined in the Colorado Governmental Immunity Act.

9. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other; provided that Meng's heirs shall be entitled to enforce this Agreement should Meng become legally incapacitated or deceased, as applicable and provided by law.

i. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (the "Act"), or otherwise available to the Town and its officers, attorneys or employees. In addition, while engaged in the performance of services under this Agreement and within the scope of her authority, Meng shall be entitled to assert immunity under the Act.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Ownership.* All work product created by Meng in the course of her employment with the Town shall be owned by the Town.

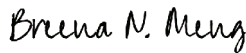
In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Signed by:

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Breena Meng