

RESOLUTION NO. 2023-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, SETTING COMPENSATION FOR THE CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT SETTING FORTH OTHER DETAILS RELATED THERETO

WHEREAS, on July 20, 2021, the City Council of the City of Brighton (the “City”) adopted Resolution No. 2021-51, appointing Alicia Calderón as City Attorney; and

WHEREAS, pursuant to Article VIII, Section 8.1(F) of the City of Brighton Charter, “[t]he job performance of the City Attorney shall be evaluated annually by the Council, and the Council shall review such evaluation with the City Attorney;” and

WHEREAS, the City Council has conducted a performance review of the City Attorney and found her performance to be satisfactory; and

WHEREAS, pursuant to Article VIII, Sections 8.1(B) of the City of Brighton Charter “[t]he Council shall establish the City Attorney’s compensation;” and

WHEREAS, the City Council desires to adjust the City Attorney’s compensation and amend certain provisions of the City Attorney’s contract for employment, as set forth in the Amendment to the City Attorney Employment Contract between the City of Brighton, Colorado and Alicia R. Calderón, attached hereto as Exhibit A (the “Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, AS FOLLOWS:

1. Section 1. Alicia Calderón shall continue as the City Attorney for the City of Brighton.
2. Section 2. City Attorney Alicia Calderón’s salary shall be \$232,871.15, representing a 10% increase in compensation (the “Compensation”). The City Attorney shall receive all the benefits as afforded to regular City employees, and such other benefits as set forth in the City Attorney Employment Contract between the City of Brighton, Colorado and Alicia R. Calderón (the “Employment Agreement”) and the Amendment.
3. Section 3. The Compensation shall be effective as of the pay period beginning on August 20, 2023.
4. Section 4. The Mayor is hereby authorized and directed to execute the Amendment for and on behalf of the City
5. Section 5. All other terms and conditions of the Employment Agreement shall remain in full force and effect.
6. Section 6. This Resolution is effective as of the date of its adoption.

RESOLVED this 12th day of September 2023.

CITY OF BRIGHTON, COLORADO

GREGORY MILLS, Mayor

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

YASMINA GIBBONS, Deputy City Attorney

Exhibit A

Amendment

[Exhibit A begins on following page.]

**Amendment to City Attorney Employment Contract Between the City of Brighton,
Colorado and Alicia R. Calderón**

THIS Amendment to City Attorney Employment Contract Between the City of Brighton, Colorado and Alicia R. Calderón (this “Amendment”) is made and entered into as of the ____ day of _____ 2023 (the “Effective Date”), by and between the City of Brighton, Colorado, a Colorado home rule municipal corporation (the “City”), and Alicia R. Calderón, an individual (“City Attorney”). The City and City Attorney may each individually be referred to herein as a “Party” and, collectively, as the “Parties.”

Recitals

WHEREAS, the City and City Attorney previously entered into that certain City Attorney Employment Contract Between the City of Brighton, Colorado and Alicia R. Calderón dated July 20, 2021 (the “Employment Agreement”); and

WHEREAS, the Parties desire to amend certain provisions of the Employment Agreement, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Compensation. Section 4 of the Employment Agreement is hereby amended as follows:

The City shall pay Calderón an annual salary of two hundred thirty-two thousand eight hundred seventy-one dollars and 15/100 (\$232,871.15), which City Council may increase from time to time by resolution or written amendment. The Employee shall be provided the same cost of living or other such increase to compensation and benefits as is provided by the City to all employees, without requiring further action by City Council. 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.

2. Termination.

a. Section 11(c)(ii)(B) is hereby amended as follows:

After the second year of service, severance compensation shall be increased to an amount equivalent to eight (8) months of Calderón’s then-current annual salary.

b. Section 11(c)(ii)(C) is hereby amended as follows:

After the third year of service, the severance compensation shall be increased to an amount equivalent to ten (10) months of Calderón's then-current annual salary.

3. Capitalized terms not defined herein shall have the meaning ascribed to them in the Employment Agreement.

4. All other provisions not modified or amended herein as hereby ratified in their entirety and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to City Attorney Employment Contract Between the City of Brighton, Colorado and Alicia R. Calderón as of the Effective Date.

CITY OF BRIGHTON, COLORADO
a home rule municipal corporation

GREGORY MILLS, Mayor

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

YASMINA GIBBONS, Deputy City Attorney

ALICIA R. CALDERÓN,
an individual
