

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”), is made and entered into this ____ day of _____, 2021, by and between the CITY OF BRIGHTON, COLORADO, a municipal corporation, hereinafter referred to as the “City” and Michelle R. Kline, hereinafter referred to as the “Employee.”

WITNESSETH:

WHEREAS, pursuant to Section 8.2 of the Brighton Municipal , the City Council (hereafter “Council”) shall appoint a Presiding Municipal Judge for a two year term to carry out duties related to the Municipal Court by an affirmative vote of two-thirds of members of City Council members at this time; and

WHEREAS, the City desires to employ the services of the Employee as Presiding Municipal Judge of the Municipal Court of the City of Brighton as provided by the Charter of the City; and

WHEREAS, pursuant to Section 8.2(D) of the City of Brighton Charter, City Council shall establish the compensation for the Presiding Municipal Judge and the Council desires to provide certain benefits and establish certain conditions of employment; and

WHEREAS, the Employee desires to accept employment as the Presiding Municipal Judge upon the terms set forth herein during the two-year term of employment; and

WHEREAS, Council has determined Michelle R. Kline has at least five (5) years’ experience in the active practice of law and is licensed in the State of Colorado and is a reputable and qualified attorney; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DUTIES.

The City hereby agrees to employ Michelle R. Kline as the Presiding Municipal Judge of the City, to perform the functions and duties specified in the Charter and ordinances of the City and to perform such other legally permissible and proper duties and functions as the Council may prescribe and subject to the Colorado Code of Judicial Conduct.

SECTION 2. TERM.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 3, Paragraph B of this Agreement.

B. The Employee agrees to work a minimum of one hundred (100) days serving in the Brighton Municipal Court, providing bond advisals, and performing other Brighton Municipal Court business as needed from September 22, 2021 until September 21, 2023. The Employee will be employed in a part-time capacity and will assure that any other employment does not interfere or compromise the commitment to this position.

SECTION 3. SALARY.

A. The City agrees to pay the Employee for the services rendered and compensation therefor at an annual base salary of ninety thousand (\$90,000) dollars, payable in equal biweekly installments at the same time and in the same manner as other employees of the City are paid.

B. Any supplies or equipment needed will be provided by the City, including but not limited to, a computer, office space and office supplies.

SECTION 4. HOURS OF WORK.

A. The Employee will preside over Municipal Court at least one hundred days per year during normal court operation hours and will schedule such other time as needed for Municipal Court business.

SECTION 5. TERMINATION.

A. The Employee may be removed from office during the term of this Agreement only for cause, as described in Article VIII of the City Charter and Section 13-10-105, C.R.S.

B. In the event the Employee voluntarily resigns from the position with the City before expiration of the aforesaid term of employment, then the Employee shall give the City at least sixty (60) days' advance notice, unless the parties otherwise agree.

Upon such voluntary termination, the City shall pay the Employee for accrued salary through the date of termination, together with payment for accrued vacation.

C. Medical insurance shall be provided through the end of the month in which the termination occurs. The Employee may elect to continue coverage by paying the premium in effect at the time of termination under the same terms and conditions and according to the same provisions of law which are applicable to all employees of the City who, upon termination, elect to continue medical coverage at their own expense.

SECTION 6. DISABILITY.

If the Employee is permanently disabled or is otherwise unable to perform the Presiding Municipal Judge duties because of sickness, accident, injury or mental incapacity or health for a period of four (4) successive weeks beyond any accrued vacation, the City shall have the option to terminate this Agreement subject to Notice requirements. The Employee may be compensated

as a disabled employee pursuant to the provisions of the City's Long-Term Disability Insurance Plan subject to the terms and conditions of such plan.

SECTION 7. RETIREMENT BENEFITS.

A. The City agrees to execute all necessary agreements provided by the City's retirement recordkeeper for the Employee's participation in such recordkeeper's 401(a) qualified retirement plan and, in addition to the base salary paid by the City to the Employee, the City agrees to pay on the Employee's behalf an amount equal to nine percent (9%) of the Employee's base salary into such qualified retirement plan, in equally proportioned amounts each pay period, and further agrees to roll over into another qualified retirement plan, or to transfer the Employee's ownership in the plan to the Employee's succeeding employer's qualified plan, upon the Employee's resignation or termination, to the extent that such a rollover or transfer is allowed by law and the terms of the City's plan. In addition, the Employee is eligible to participate in the City's 457 deferred compensation plan.

SECTION 8. DISABILITY, HEALTH AND LIFE INSURANCE.

A. The City agrees to put into force and to make required premium payments for the Employee for insurance policies for life, accidental death and dismemberment, disability insurance benefits and major medical group insurance covering the Employee and any dependents at the part-time employee pro-rated rate. These benefits shall be the same as those for all part-time City employees.

SECTION 9. PROFESSIONAL DEVELOPMENT.

A. The City hereby agrees to budget for and to pay the travel and subsistence expenses of the Employee for professional development and to adequately pursue necessary official and other functions for the City, including but not limited to the semi-annual Colorado Municipal Judges Association conferences.

SECTION 10. INDEMNIFICATION.

The City shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action and any professional licensing or other administrative hearing or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Presiding Judge. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The Council, in consultation with the Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of

the Employee, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

B. All provisions of the City Charter and Code, and regulations and rules of the City relating to retirement contributions, holidays and other fringe benefits (including, without limitation, health and life insurance programs, social security, and disability benefits, if any), working conditions as they now exist or hereafter may be amended and shall apply to the Employee as they would to department heads and service directors of the City, unless said benefits are specifically provided for herein.

C. Employee acknowledges and agrees to be bound by and adhere to those provisions of the City's current personnel policies and procedures that pertain to conduct as currently set forth.

SECTION 12. NOTICES.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: Mayor
City of Brighton
500 South Fourth Ave.
Brighton, CO 80601

Employee: Michelle R. Kline
Presiding Judge

Brighton, CO 80601

SECTION 13. GENERAL PROVISIONS.

A. It is the intent of the parties that this Agreement and the appointment of the Employee as Presiding Judge be, in all aspects, in accordance with the requirements and provisions of the City's Charter relating to such position. If any provision of this Agreement is capable of two (2) constructions, only one (1) of which complies with the Charter, the construction that complies with the Charter shall control. If any provision of this Agreement conflicts with the Charter, the Charter shall control and the conflicting provision of this Agreement shall be of no effect. In the latter event, an invalid provision of this Agreement shall not affect the other provisions of this Agreement, it being the intent of the parties that the provisions of this Agreement shall be severable.

B. The text herein shall constitute the entire Agreement between the parties.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

D. This Agreement shall become effective commencing September 22, 2021.

SECTION 14. ANNUAL APPROPRIATION.

All financial obligations of the City under this Agreement shall be subject to the Council's annual appropriation of the funds necessary to satisfy such obligations.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF BRIGHTON, COLORADO

By: _____
Gregory Mills, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Alicia Calderón, City Attorney

Michelle R. Kline, Presiding Judge