

RESOLUTION 2020-049
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPOINTING JILL HUESER AS CHIEF JUDGE,
APPROVING THE CHIEF JUDGE'S EMPLOYMENT AGREEMENT AND DIRECTING
THE CITY CLERK TO ADMINISTER THE OATH OF OFFICE

WHEREAS, pursuant to Article VII, Section 1 of the City Charter, the City Council is responsible for appointing the Chief Judge; and

WHEREAS, on April 28, 2020, the City Council passed Resolution No. 039, 2020 and appointed Councilmembers Julie Pignataro and Emily Gorgol to discuss with City staff or the named finalist for the Chief Judge position the terms and conditions of an employment agreement with Jill Hueser; and

WHEREAS, Councilmembers Pignataro and Gorgol, with the assistance of City staff, have developed a proposal for terms and conditions of an employment agreement with Ms. Hueser, as set forth in the Employment Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, Chief Judge Kathleen will remain in the Chief Judge position until the effective date of her retirement, July 5, 2020; and

WHEREAS, the City will employ only one Chief Judge; and

WHEREAS, Ms. Hueser is currently a City employee and the intent is for Ms. Hueser to remain employed until she is sworn in as Chief Judge on July 6, 2020; and

WHEREAS, Ms. Hueser will serve in the position Judicial Executive from June 1, 2020, through July 5, 2020, and will receive pay and benefits comparable to a chief judge so that she may smoothly transition to the Chief Judge position.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That Jill Hueser is appointed Chief Judge effective July 6, 2020.

Section 2. That the Chief Judge's Employment Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved by the City Council, and the Mayor is hereby authorized to execute the Chief Judge's Employment Agreement in substantially the form shown on Exhibit "A".

Section 3. That on July 6, 2020, the City Clerk is directed to administer the Chief Judge oath of office to Jill Heuser, the new Chief Judge.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 19th day of May, A.D. 2020.



Mayor

ATTEST:



City Clerk



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”), is made and entered into this ____ day of _____, 2020, by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the “City” and Jill Hueser, hereinafter referred to as the “Employee.”

WITNESSETH:

WHEREAS, pursuant to Article VII of the Fort Collins Municipal Charter Section 1, the City Council (hereafter “Council”) shall appoint a Chief Municipal Judge for a two year term to carry out duties related to the Municipal Court and to establish the compensation of the Chief Municipal Judge; and

WHEREAS, the City desires to employ the services of the Employee as Chief Municipal Judge of the Municipal Court of the City of Fort Collins as provided by the Charter of the City; and

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

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

WHEREAS, Council has determined Jill Hueser is licensed to practice law 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 Jill Hueser as the Chief 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 remain in the exclusive employ of the City as Chief Municipal Judge from July 6, 2020 until July 5, 2022, and neither to seek or accept other employment nor to become employed by any other employer until after said termination date, unless the employment of the Employee is terminated earlier as herein provided. City Council may grant express permission

for non-legal (non-attorney and non-judicial) employment that will not interfere with the duties of the Chief Municipal Judge by motion or in a writing, including any conditions or limitations on such other employment.

C. From June 1, 2020 through July 5, 2020, the Employee will be a Judicial Executive and the terms and conditions of this Agreement will control during this period as Judicial Executive.

SECTION 3. SALARY.

A. The City agrees to pay the Employee for the services rendered and compensation therefor at an annual base salary of one-hundred-sixty-five-thousand (\$165,000) dollars, payable in equal biweekly installments at the same time and in the same manner as other employees of the City are paid.

B. The Employee shall be reimbursed for City-related personal vehicle use, at the prevailing City rate.

C. The Employee shall be reimbursed for voice and data allowance at the agreed rate.

D. A salary review shall take place in November or December of each year, with any subsequent modification of the Employee's salary to be approved by the City Council by ordinance and incorporated herein without the necessity of further modification of this Agreement by addendum.

SECTION 4. HOURS OF WORK.

A. The normal office hours of the Employee shall be 8:00 A.M. to 5:00 P.M., Monday through Friday. It is recognized, however, that the Employee must devote a considerable amount of time to the business of the City outside of those normal office hours. For that reason, the Employee shall be permitted to take compensatory time off as she shall deem appropriate during said normal office hours.

B. The Employee shall not maintain a private legal practice, nor shall the Employee provide legal representation to any party, nor provide any judicial services to any party other than the City without the express prior approval of the Council.

SECTION 5. TERMINATION.

A. The employee may be removed from office during the term of this Agreement only for cause, as described in Article VII 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. VACATION AND SICK LEAVE.

A. The Employee shall be granted twenty-five days of annual vacation leave, commencing as of the first pay period in June 2020. In addition, five (5) days of vacation leave shall also be granted as of the first pay period in June 2020 and then every year as of the first full pay period of each year. The remaining balance of twenty-five (25) days of annual vacation shall accrue throughout the remainder of each such calendar year at the bi-weekly accrual rate of 7.69 hours. Notwithstanding any City policy to the contrary, vacation leave accrued and unused by the Employee shall be subject to the following terms and conditions:

(1) At any time during the term of this Agreement, but no more than twice annually, the Employee may elect to receive the cash equivalent of all or any portion of the accrued, unused vacation; provided, however that no more than one hundred twenty (120) hours of accrued, unused vacation leave may be converted to a cash payment in any given calendar year. The amount of said payment shall be based upon the Employee's current rate of pay at the time of conversion.

(2) At the end of each calendar year, the balance of the Employee's accrued, unused vacation leave remaining after any such cash conversion shall be carried over to subsequent years, up to a maximum accrual of 780 hours. Any balance in excess of 780 hours that exists as of the last day of the final pay period of the calendar year shall be forfeited by the Employee. For the purpose of this provision, the "final pay period of the calendar year" shall mean the last pay period that begins in such year.

(3) Upon the cessation of the Employee's employment with the City, whether by termination, death, disability, resignation or otherwise, the Employee shall be compensated by cash payment for the total amount of the Employee's accrued, unused vacation balance. The amount of said payment shall be based upon the Employee's then current rate of pay. Any payment made to the Employee by the City under this provision shall be in addition to any amounts previously paid for accrued, unused vacation leave under subparagraph (2) above and any other amounts payable to the Employee under this Agreement.

B. The employee shall be credited for and be entitled to receive those sick leave benefits provided to all full-time unclassified City employees. The employee shall not be entitled to be paid for any earned but unused sick leave upon resignation or termination from employment under this Agreement.

SECTION 7. DISABILITY.

If the Employee is permanently disabled or is otherwise unable to perform the Chief 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 8. 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 ten percent (10%) 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. If the Employee does so participate, the City will match the Employee's contribution to the plan in an amount not to exceed three percent (3%) of the Employee's salary in any one pay period. The total contribution to the City's 457 deferred compensation plan is subject to the limits prescribed by the Internal Revenue Service.

B. In the event that the Employee wishes to make any additional contribution to the above-referenced 401(a) qualified retirement plan, in addition to the City's contribution to said plan, and the Employee so notifies the Council in writing, the Council shall, within thirty (30) days of its receipt of such notice, execute all agreements, resolutions and/or other documents required by law or by the City's retirement plan recordkeeper in order to accommodate such request. The amount of employee contribution to said plan authorized by the Council shall be the amount requested by the Employee or the maximum amount allowed by law, whichever is less.

SECTION 9. 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. These benefits shall be the same as those for all City employees.

B. The Employee shall have the option of a once-per-calendar-year physical examination by a qualified physician of her choice. The cost of such examination, as well as any related medical testing, shall be paid by the City, up to a maximum amount of Eight Hundred Fifty Dollars (\$850.00). The City's obligations to pay for any additional diagnostic testing or the treatment of

any medical condition discovered during the course of such examinations shall be limited to the benefits available under the then-current medical health plan of the City.

SECTION 10. DUES AND SUBSCRIPTIONS.

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

SECTION 11. PROFESSIONAL DEVELOPMENT.

A. The City hereby agrees to budget for and to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the annual Colorado Municipal League conference, the semi-annual Colorado Municipal Judges Association conferences, the annual American Judges Association conference and such other professional conferences and meetings as may be agreed upon by the Employee and the City Council.

B. The City hereby agrees to budget for and to pay the travel and subsistence expenses incurred by the Employee in attending meetings and conferences incidental to the performance of the Employee's duties and necessary for the continued professional development of the Employee.

SECTION 12. 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 Chief Judge. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 13. 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 vacation and sick leave, 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 provisions governing accrual and payment for vacation and floating holidays upon termination of employment,

also 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 in Section 8 of the City's current *Personnel Policies and Procedures* and any other City Council approved policies that apply to appointed employees and as they may be amended, modified, supplemented, rescinded, or otherwise changed at any time at the discretion of the City.

D. Employee will work with the City Council on the first-year development plan, which will align performance expectations and relevant metrics, and such plan will be updated or amended each year for performance evaluation discussions.

SECTION 14. 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 Fort Collins
P.O. Box 580
Fort Collins CO 80522

Employee: Jill Hueser
Chief Judge
P.O. Box 580
Fort Collins CO 80522

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 15. GENERAL PROVISIONS.

A. It is the intent of the parties that this Agreement and the appointment of the Employee as Chief 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 July 6, 2020.

SECTION 16. 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 FORT COLLINS, COLORADO

By:

Wade Troxell, Mayor

ATTEST:

Delynn Coldiron, City Clerk

APPROVED AS TO FORM:



Deputy City Attorney
City of Loveland

(insert name), Chief Judge