



RESOLUTION

A RESOLUTION APPOINTING TIFFANY SORICE AS PRESIDING MUNICIPAL JUDGE FOR THE CITY OF THORNTON, EFFECTIVE DATE, AND APPROVING THE ASSOCIATED EMPLOYMENT AGREEMENT.

WHEREAS, the position of Presiding Municipal Judge for the Thornton Municipal Court is currently vacant; and

WHEREAS, in accordance with Section 14-1 of the City Code, the City Council recently conducted a search for a new Presiding Municipal Judge; and

WHEREAS, following that search it is the desire of City Council that Tiffany Sorice (Ms. Sorice) be employed as the Presiding Municipal Judge for the City of Thornton, as provided in Chapter VI of the Charter of the City of Thornton, to serve at the pleasure of the City Council; and

WHEREAS, Ms. Sorice meets the qualifications to serve as the Presiding Municipal Judge, as set forth in Chapter VI of the Charter of the City of Thornton; and

WHEREAS, Ms. Sorice desires to be employed as Presiding Municipal Judge for the City of Thornton, Colorado; and

WHEREAS, the City Council and Ms. Sorice have discussed and negotiated terms and conditions of employment.

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

1. That the City Council appoints Ms. Sorice to serve as Presiding Municipal Judge for the Thornton Municipal Court effective March 7, 2022.
2. That the attached Employment Agreement is approved and the Mayor is authorized and directed to execute said Agreement and the City Clerk to attest the Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on February 22, 2022.

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 22<sup>nd</sup> day of February, 2022, by and between the City of Thornton, a municipal corporation organized pursuant to the laws of the State of Colorado (hereinafter called the "CITY") and Tiffany Sorice (hereinafter called "EMPLOYEE") both of whom agree as follows:

WITNESSETH:

WHEREAS, the CITY desires to employ the services of said EMPLOYEE, as Presiding Municipal Judge of the City of Thornton, as provided by law; and

WHEREAS, it is the desire of the CITY to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the CITY to:

- (1) Secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in such employment,
- (2) Make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security,
- (3) Provide a just means for terminating EMPLOYEE'S services at such time as EMPLOYEE may be unable to fully discharge EMPLOYEE'S duties or when CITY may desire to otherwise terminate EMPLOYEE'S employment;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS contained below, the parties hereto agree as follows:

SECTION I: EMPLOYMENT, EVALUATION, TERMINATION

(A) Duties

- (1) Effective March 7, 2022, CITY hereby agrees to employ EMPLOYEE as Presiding Municipal Judge of the CITY to perform all the duties and functions of Presiding Municipal Judge, including, but not limited to, those duties specified in Chapter VI of the Thornton City Charter, and to perform such other duties as the City Council shall assign in its discretion.
- (2) EMPLOYEE shall faithfully perform the inherent duties of the Presiding Municipal Judge including, but not limited to, the conduct of all Court sessions as necessary to hear and determine all matters filed with the Municipal Court as the same may be within its subject matter jurisdictions. A determination of such cases shall be as provided by law.
- (3) EMPLOYEE is responsible to preside over session of the Thornton Municipal Court and utilize the services of Associate Judges only on a reasonable and necessary basis when EMPLOYEE is not available

(G) Private Practice of law

EMPLOYEE shall not engage in the private practice of law during the term of this Agreement.

(H) Professional Certification

EMPLOYEE will at all times maintain EMPLOYEE'S certification to practice law in and shall be a member in good standing of the Bar of the State of Colorado.

(I) Additional Terms of Employment

The City Council shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Ordinances, CITY Charter, or any other law.

SECTION II: PROFESSIONAL AND COMMUNITY DEVELOPMENT

The following expenses shall be paid for by the CITY provided they are approved in the normal fashion by City Council and included in the annual budget for the Presiding Municipal Judge:

(A) Travel, Training, Professional Associations

Subject to availability of sufficient revenues, the reasonable costs and expenses of the following shall be annually budgeted by the City:

- (1) Registration, travel, and subsistence expenses for EMPLOYEE to attend local, state, regional, and international meetings of local government attorneys, including, but not limited to, the meetings of the Colorado Municipal Judges' Association.
- (2) Registration, travel, and subsistence expenses for EMPLOYEE to attend various other municipal and/or professional meetings where EMPLOYEE'S attendance would enhance EMPLOYEE'S professional development or would be for the good of the CITY.
- (3) Registration, travel, and subsistence expenses for EMPLOYEE to attend such national, regional or state meetings of groups or committees on which EMPLOYEE serves as a member.
- (4) Registration, travel, and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE'S professional development and for the good of the CITY.

- (5) Registration, travel, and subsistence expenses of EMPLOYEE for official travel, meetings, and occasions, to adequately pursue necessary official and other functions for CITY.
- (6) At conferences or other proper governmental functions where EMPLOYEE'S spouse and/or family are customarily expected to participate, the CITY shall pay the cost of registration expenses of the EMPLOYEE'S spouse/family, but shall not pay their travel or subsistence expenses, unless approved by City Council.

(B) Civic Clubs

CITY recognizes the desirability of representation in and before local civic and other organizations, and EMPLOYEE is authorized to become a member of such civic club(s) or organizations, for which CITY shall pay all reasonable expenses.

(C) Dues and Subscriptions

The CITY shall pay necessary fees for EMPLOYEE to maintain EMPLOYEE'S license to practice law in the State of Colorado and dues to the Colorado State Bar, the American Bar Association, such local bar association as EMPLOYEE is eligible to join, and such other organizations for CITY or municipal attorneys as are appropriate. Further, the CITY agrees to allow EMPLOYEE the time and to pay for at least the minimum number of hours of continuing legal education instruction required each year by the Colorado Supreme Court.

SECTION III: COMPENSATION AND EXPENSES

(A) Salary

- (1) CITY agrees to pay EMPLOYEE for services rendered pursuant hereto an annual base salary of One-Hundred Eighty Thousand and No/100 Dollars (\$180,000.00), payable in installments at the same time as other employees of the CITY are paid.
- (2) CITY agrees to annually review the salary of EMPLOYEE and if necessary, to increase the salary of EMPLOYEE in keeping with salaries paid for comparable positions in surrounding governmental entities. Said increases shall be made through the budgetary process and shall take effect at the beginning of the CITY'S budget year or as the CITY may otherwise direct.
- (3) CITY agrees to provide EMPLOYEE with all cost of living increases as provided to other CITY employees.
- (4) CITY agrees to provide the EMPLOYEE with any bonus award(s) generally provided to all other CITY employees.

(B) General Expenses

CITY recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or pay said reasonable expenses, not including mileage reimbursement, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

(C) Automobile Expenses

- (1) EMPLOYEE shall have the option of maintaining an automobile allowance of Three Hundred Seventy Dollars (\$370.00), per month or discontinuing all of such allowance and replacing it with a vehicle selected and provided by the CITY.
- (2) Annually, at EMPLOYEE'S performance evaluation or at budget review, the CITY shall review and if necessary, increase the automobile allowance taking into consideration the current cost of automobiles, the cost of insurance and the cost of operating and maintaining an automobile.
- (3) The CITY recognizes and agrees that all capital equity earned or created through the allowance shall defer to the interest of the EMPLOYEE and shall not be considered as a factor in creating the allowance or in future adjustments of the allowance.
- (4) From time to time, the CITY shall make available to EMPLOYEE an automobile for EMPLOYEE'S use while EMPLOYEE'S automobile is being repaired.
- (5) At any time during the life of this Agreement the CITY and EMPLOYEE may, through mutual agreement, terminate the automobile allowance in preference of the CITY providing to EMPLOYEE exclusive and unrestricted use, at all times during EMPLOYEE'S employment, of an automobile. In such event, the CITY shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

(D) Severance Pay

If City Council terminates or requests the resignation of EMPLOYEE, the CITY agrees to pay EMPLOYEE a lump sum cash payment of seven (7) months of base salary. Any severance payment due will be paid together with any accrued but unpaid vacation or other benefits that employees in the CITY'S Excluded Pay Plan would receive at termination. The CITY shall be relieved of its obligation to make such severance payment if:

- (1) At the time of EMPLOYEE'S termination, EMPLOYEE has been

indicted for or convicted of any felony, any crime involving moral turpitude, dishonesty or personal pecuniary gain, or any crime committed while acting in the course of EMPLOYEE'S official duties as Presiding Municipal Judge; or

(2) At the time of EMPLOYEE'S termination EMPLOYEE has been disbarred or suspended from the practice of law, or has been subject to any professional discipline of any kind by the Colorado Supreme Court; or

(3) EMPLOYEE resigns this employment of EMPLOYEE'S own initiative.

(E) Technology Stipend

The CITY shall provide EMPLOYEE with a monthly technology stipend as is provided to City Council members to compensate EMPLOYEE for the City business use of personal items such as: home computer, internet access, printer/fax machine, second telephone line, cellular phone, office supplies, etc. (The current technology stipend amount for 2022 is equal to \$200.00.) EMPLOYEE shall not be eligible for the automobile portion of such monthly stipend, as this matter is addressed in Section III, Paragraph (C) of this Agreement.

SECTION IV: FRINGE BENEFITS

(A) Health Insurance

CITY agrees to provide hospitalization, surgical, and comprehensive medical insurance for EMPLOYEE and EMPLOYEE'S eligible dependents, and to pay the premiums thereon, equal to that which is provided other CITY employees.

(B) Sick Leave

CITY agrees to provide EMPLOYEE with Sick Leave benefits in the same manner as is provided to employees in the CITY'S Excluded Pay Plan.

(C) Disability Income Protection

CITY agrees to provide Disability Income Protection Insurance for EMPLOYEE in the same manner as is provided to employees in the CITY'S Excluded Pay Plan.

(D) Life Insurance

CITY agrees to provide Life Insurance for EMPLOYEE and to pay premiums thereon equal to that which is provided to employees in the CITY'S Excluded Pay Plan.

(E) Retirement (Same as Excluded employees)

CITY agrees to execute all necessary agreements for participation in the City's retirement and deferred compensation plans and, in addition to the base salary paid by the CITY to EMPLOYEE, CITY agrees to pay seven point sixty percent (7.60%) of EMPLOYEE'S base salary into a Money Purchase Plan on EMPLOYEE'S behalf effective on the first day of EMPLOYEE'S employment, in equal proportionate amounts each pay period, and to transfer ownership to succeeding employers upon EMPLOYEE'S resignation or termination. In addition to such CITY contribution, the CITY and EMPLOYEE shall annually determine the level of any mandatory participant contribution to said Money Purchase Plan.

(F) Vacation Leave

As an inducement to EMPLOYEE for EMPLOYEE to become Presiding Municipal Judge, EMPLOYEE shall be credited with eighty (80) hours of vacation leave on the first day of employment with the CITY. In addition, CITY agrees to provide EMPLOYEE with Vacation Leave benefits at a rate of 20 hours per month.

(G) Application of Existing Benefits

All provisions of the CITY and rules and regulations relating to vacation and sick leave, disability and other fringe benefits and working conditions as they now exist or hereafter may be amended, except the City Pension System, also shall apply to EMPLOYEE as they would to other employees of CITY, in addition to said benefits enumerated specifically for the benefit of EMPLOYEE, except as herein provided.

(H) Retiree Health Savings Plan

CITY agrees to allow EMPLOYEE to participate in any Retiree Health Savings Plan that may be approved by City Council for general City employees. EMPLOYEE would receive the same level of benefits offered to such other employees.

SECTION V: LIABILITY

(A) Bonding

CITY shall bear the full cost of any fidelity or other bonds required for EMPLOYEE under any law or ordinance.

(B) Indemnification

CITY will indemnify and hold harmless EMPLOYEE from any Judgments which may be entered against EMPLOYEE, and will pay any claims made against EMPLOYEE and reimburse EMPLOYEE for any collections or

payments of any kind by EMPLOYEE to any other person or entity where the same result from or arise out of EMPLOYEE'S employment relationship with the CITY, whether during employment or after termination, provided however that such indemnification obligation shall not be applicable when the act or omission upon which the judgment or claim is based is willful and wanton or if EMPLOYEE compromises or settles the claim without the consent of the CITY, as more specifically set forth at Section 24-10-110 C.R.S. (Colorado Governmental Immunity Act).

(C) Legal Representation

- (1) CITY agrees that it will, through the Office of the City Attorney and/or other special counsel designated by the CITY, provide EMPLOYEE with legal representation when EMPLOYEE is a party to litigation based upon EMPLOYEE'S relationship to the CITY, and in addition, litigation based upon alleged acts or omissions arising out of or in the course and scope of employment.
- (2) CITY further agrees that such legal representation described in the preceding paragraph shall continue after termination of employment and shall so continue until such litigation has been ended. CITY further agrees in the event the CITY fails to assume the defense of EMPLOYEE as contemplated at Section 24-10-110 C.R.S., that EMPLOYEE shall have the right to select EMPLOYEE'S own counsel to represent EMPLOYEE in any such litigation arising out of the employment relationship, or based upon EMPLOYEE'S position, employment or any acts arising out of and in the course and scope of EMPLOYEE'S employment as aforesaid. The reasonable fees and costs of such representation shall be paid by CITY.
- (3) EMPLOYEE shall reimburse CITY for reasonable attorney fees and costs incurred in the event that the Court determines that the injuries do not arise out of an act or omission of EMPLOYEE occurring during the performance of EMPLOYEE'S duties and within the scope of employment or that the act or omission was willful and wanton as contemplated at Section 24-10-110 C.R.S.
- (4) CITY further agrees that, in the event of a conflict of interest within the Office of Presiding Municipal Judge, or the refusal of the CITY to appoint special counsel, EMPLOYEE, pursuant to the provisions set forth in Paragraphs (1) and (2) above, shall have the right to select EMPLOYEE'S own counsel to represent EMPLOYEE.
- (5) CITY further agrees that in those instances when EMPLOYEE is entitled to select EMPLOYEE'S own counsel pursuant to Section V, Paragraph (C) (2) or (C) (4) of this Agreement, it shall pay reasonable legal fees of such private counsel promptly upon submission of statement for same, in addition to any costs or expenses of litigation, subject to the exception set forth in



Paragraph (C) (3) of this Section.

- (6) The CITY will not be responsible for any legal fees of EMPLOYEE during any litigation or process involving EMPLOYEE'S dismissal from employment by City Council.

SECTION VIII: GENERAL PROVISIONS


- (A) The text herein shall constitute the entire Agreement between the parties and may be modified, amended or waived only by written instrument executed by both parties. No waiver of a breach hereof shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature.
- (B) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.
- (C) If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- (D) Non-Assignment  
  
This Agreement is one for personal services to be provided by EMPLOYEE only and may not be assigned.
- (E) Each party has cooperated in 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."

This Agreement shall be governed as to its validity and effect by the laws of the State of Colorado.


IN WITNESS WHERE OF : The CITY OF THORNTON has caused this Agreement to be approved by its City Council and to be executed by its Mayor and duly attested by its City Clerk, and EMPLOYEE has signed and executed this Agreement, both in duplicate, the day and year first above written.


  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tami Yellico  
CITY ATTORNEY

  
\_\_\_\_\_  
Tiffany Sorice  
EMPLOYEE