

RESOLUTION NO. 11-54

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CASTLE PINES, COLORADO
APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
MUNICIPAL COURT CLERK SERVICES**

WHEREAS, Section 13-10-108 of the Colorado Revised Statutes provides for the appointment of municipal court clerks by the municipal judge; and

WHEREAS, Karla McCrimmon has been providing the City of Castle Pines with municipal court clerk services since the City established a municipal court in early 2010;

WHEREAS, Judge Gresh is supportive of Ms. McCrimmon's continued service as the municipal court clerk for the City; and

WHEREAS, the City Council of the City of Castle Pines wishes to appoint Karla McCrimmon as municipal court clerk; and

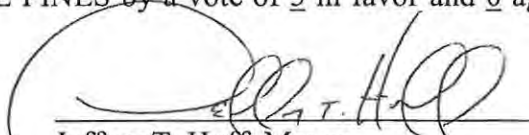
WHEREAS, the City of Castle Pines and Karla McCrimmon have agreed to the terms and conditions by which Ms. McCrimmon will serve as the municipal court clerk pursuant to the terms of a professional services agreement.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO:

Section 1. Appointment of Municipal Court Clerk. City Council hereby reappoints Karla McCrimmon as Municipal Court Clerk for the City of Castle Pines.

Section 2. Approval. The Professional Services Agreement for Municipal Court Clerk Services in substantially the same form as attached hereto as **Exhibit A** is hereby approved. The Mayor and other proper City officials are hereby authorized to execute the Agreement by and on behalf of the City of Castle Pines, Colorado.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 5 in favor and 0 against this 23rd day of August, 2011.


Jeffrey T. Huff, Mayor

ATTEST:

Sharon DeRouen, City Clerk

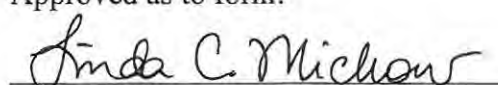
Approved as to form:

Linda C. Michow, City Attorney

EXHIBIT A

**MUNICIPAL COURT CLERK SERVICES
PROFESSIONAL SERVICES AGREEMENT**

CITY OF CASTLE PINES
PROFESSIONAL SERVICES AGREEMENT
Total Compensation Not Exceeding \$15,000 Per Year

Project/Services Name: Municipal Court Clerk Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between **KARLA MCCRIMMON** whose business address is 4642 N Blazingstar Trail, Castle Rock, CO 80109 (the "Contractor") and the **CITY OF CASTLE PINES, COLORADO** ("City"), a statutory municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the "Parties."

WHEREAS, the City desires to have performed certain professional services as described in this Agreement and to engage the Contractor to provide the services subject to this Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 SERVICES AND CONTRACTOR PERFORMANCE

- 1.1 Services. As directed by and under the supervision of the City Manager for the City, the Contractor shall provide the City with the services described in **Exhibit A** (the "Services").
- 1.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.
- 1.3 Standard of Performance. In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado.

2.0 COMPENSATION

- 2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Mayor, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections.

- A. Not to Exceed Amount. The Contractor shall perform the Services and shall invoice the City for work performed based on a monthly rate of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) during months in which municipal court is convened. In any month in which no municipal court is convened, the Contractor shall perform the Services and shall invoice the City for work performed based on a monthly rate of Eleven Hundred Dollars (\$1,100.00). Expenses are reimbursable only if prior approval is received in writing from the City Manager. Total compensation for the Term (including all reimbursable expenses) shall not exceed Fifteen Thousand Dollars (\$15,000.00) in any twelve month period commencing on the Effective Date.
 - B. Increases in Compensation or Reimbursable Expenses. Any increases or modification of compensation or reimbursable expenses shall be subject to the approval of the City Council and shall be made only by written amendment of this Agreement executed by both Parties.
- 2.2 Payment Processing. The Contractor shall submit invoices and requests for payment in a form and on a timeframe acceptable to the City. All invoices shall contain sufficient information to account for all Contractor time and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the City shall promptly review the Contractor's invoice and pay within the City's usual accounts payable processing timeframe.

3.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 3.1 The Contractor shall become fully acquainted with the available information related to the Project and shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.
- 3.2 The Contractor shall provide all of the Services in a timely and professional manner.
- 3.3 The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

4.0 TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective at 8 a.m. on September 14, 2011, (the "Effective Date") and shall continue until terminated by either party as more fully described below.
- 4.2 Continuing Services Required. The Contractor shall perform the Services commencing on the Effective Date until such Services are terminated in accordance with this Agreement.

- 4.3 City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right as provided by this paragraph:
- A. The Contractor shall provide no further services in connection with this Agreement; and
 - B. All finished or unfinished documents, data, studies and reports prepared by the Contractor shall be delivered to the City and shall become the property of the City; and
 - C. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination.
- 4.4 Termination Without Cause. This Agreement may be terminated by the Contractor at any time by giving forty-five (45) days written notice to the other party. In such event of termination, the Contractor shall continue services during such forty-five day period and shall reasonably assist the City in the transfer of clerk services to a new municipal court clerk.

5.0 INSURANCE

The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"). The Contractor shall be solely responsible for any insurance deductible.

6.0 OWNERSHIP OF WORK PRODUCT AND DOCUMENTS

Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Castle Pines upon delivery and shall not be made subject to any copyright unless authorized by the City.

7.0 CONFLICT OF INTEREST

The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S., § 24-18-109, as amended, or any City-adopted Code of Conduct or ethical principles.

8.0 MISCELLANEOUS PROVISIONS

- 8.1 No Waiver of Rights: A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

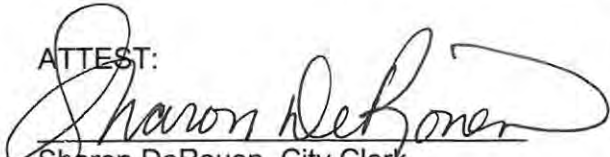
- 8.2 No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City.
- 8.3 Affirmative Action: Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
- 8.4 Binding Effect: The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 8.4 shall not authorize assignment.
- 8.5 No Third Party Beneficiaries: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Contractor.
- 8.6 Article X, Section 20/TABOR: The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 8.7 Governing Law, Venue, and Enforcement: This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Douglas County, Colorado. The Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement.
- 8.8 Assignment and Release: All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the City Council for the City.
- 8.9 Integration and Amendment: This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Contractor.
- 8.10 Incorporation of Exhibits: Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes.

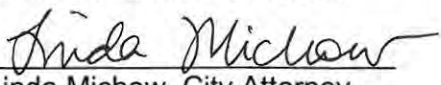
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THIS AGREEMENT is executed and made effective as provided above.

CITY OF CASTLE PINES, COLORADO

By: 
Jeffrey T. Huff, Mayor

ATTEST:

Sharon DeRouen, City Clerk

APPROVED AS TO FORM:

Linda Michow, City Attorney

CONTRACTOR:


By: 
Name: Karla McCrimmon

EXHIBIT A
Municipal Court Clerk – Scope of Duties

- Coordinates court functions and acts as liaison between Court, City, Judge, Prosecutor, Sheriff's Department and Accounting Firm.
- Performs data entry of all citations into the Court computer system.
- Oversees operation and maintenance of computer system.
- Reviews a variety of reports, records and forms for accuracy, completeness and legal compliance.
- Compiles, reviews, and interprets monthly statistical information, including revenue and citation information; prepares reports for City Council.
- Ensures state statutes and local ordinances are adhered to in the daily operations of Court.
- Transcribes and certifies matters of Court for appeals as required.
- Accounts for all monies associated with the Municipal Court and violations bureau and prepares weekly deposit.
- Provides phone assistance to the public and returns calls between the hours of 12:00 and 1:00 and after 5:00 p.m. Continues arraignments, hearing dates and driving school returns.
- Serves as Court Clerk in Municipal Courtroom on court night. Performs check-in of defendants and provides advisement of rights. Performs data entry of judge's orders and requirements. Processes out-take paperwork, including receiving cash payments and explaining requirements and forms.
- Prepares courtroom for court night and cleans up after court night. Coordinates use of building space with Castle Pines North Metro District.
- Issues subpoenas to officers and defendants in preparation for court. Maintains related calendar for officers. Provides copy of officer's report to Prosecutor's office.
- Prepares and maintains court cases and closed file data after disposition. Prepares and issues court papers.
- Processes traffic infractions for default judgment. Enters orders, retains files, and sends computer generated letters to defendants with conviction and fine information. Reports all convictions to the Department of Motor Vehicle.
- Performs routine clerical functions such as filing, copying, and mail pickup and distribution.
- Places orders for office supplies. Obtains necessary bids and approval. Processes vouchers and invoices for payment.
- All other duties necessary to run the court.