

RESOLUTION NO. 24-05

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CASTLE PINES, COLORADO
REAPPOINTING THE MUNICIPAL COURT JUDGE
AND APPROVING A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, Section 13-10-105 of the Colorado Revised Statutes provides for the appointment of municipal judges and substitute judges; and

WHEREAS, the City Council of the City of Castle Pines wishes to reappoint Louis A. Gresh as presiding municipal judge; and

WHEREAS, the City of Castle Pines and Louis A. Gresh have agreed to the terms and conditions under which Mr. Gresh will continue to preside as the Municipal Judge for the City of Castle Pines.

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

Section 1. Appointment of Presiding Judge. City Council hereby reappoints Louis A. Gresh as Municipal Judge for the City of Castle Pines to serve for a term commencing on January 9, 2024 and expiring on January 13, 2026 consistent with Section 2-4-30 of the Castle Pines Municipal Code.

Section 2. The City Council hereby approves a Professional Services Agreement between the City and Louis A. Gresh, as presiding Municipal Judge, in substantially the form attached hereto as **Exhibit A** (the "Agreement") and authorizes the Mayor to execute the same on behalf of the City.

**INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 4 IN FAVOR,
1 AGAINST AND 2 ABSENT THIS 9th DAY OF JANUARY, 2024.**



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman
Tracy Engerman (Jan 11, 2024 09:13 MST)

Tracy Engerman, Mayor

Approved as to form:

Linda C Michow

Linda C. Michow, City Attorney

EXHIBIT A

PRESIDING MUNICIPAL JUDGE PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
(Presiding Municipal Judge)**

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 20____, by and between **LOUIS A. GRESH** (the "Presiding Municipal Judge") and the **CITY OF CASTLE PINES, COLORADO**, a home rule municipal corporation of the State of Colorado (the "City").

WHEREAS, the City is authorized by Section 13-10-105, Colorado Revised Statutes to appoint a Presiding Municipal Judge to preside over the Municipal Court; and

WHEREAS, pursuant to Section 2-4-30 of the Castle Pines Municipal Code, the compensation of the Presiding Municipal Judge shall be in such other terms as set by agreement entered into between the City and the Presiding Municipal Judge or by the City Council resolution appointing or reappointing the Presiding Municipal Judge (the "Appointment Resolution"), as amended from time to time; and

WHEREAS, the Presiding Municipal Judge desires to accept the appointment under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and the Presiding Municipal Judge agree as follows:

SECTION 1. Compensation and Benefits. As authorized in the Appointment Resolution, the Presiding Municipal Judge shall be paid the sum of Six Thousand Dollars and No Cents (\$6,000.00) per annum in monthly installments of Five Hundred Dollars and No Cents (\$500.00). The Presiding Municipal Judge shall not be considered an employee subject to the City's personnel code or policies, if any, and therefore the Presiding Municipal Judge shall not be entitled to any of the benefits afforded employees of the City. The Presiding Municipal Judge shall not be entitled to reimbursement of expenses, unless such expenses are approved by the City Council.

SECTION 2. Independent Contractor. The Presiding Municipal Judge 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. This Agreement does not require the Presiding Municipal Judge to work exclusively for the City. This Agreement shall not be interpreted as the City dictating or directing the Presiding Municipal Judge's performance or the time of performance beyond a range of mutually agreeable court session, but shall be interpreted as the Presiding Municipal Judge's offer and City acceptance of terms and conditions for performance. The Presiding Municipal Judge's business operations shall not be combined with the City by virtue of this Agreement, and the City will not provide any training to the Presiding Municipal Judge beyond that minimal level required for performance of the Services. The Parties acknowledge that the Presiding Municipal Judge may require some assistance or direction from the City in order or the Services to meet the City's contractual expectations.

SECTION 3. Liability for Employment-Related Rights and Compensation.

The City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to the Presiding Municipal Judge or any other liabilities whatsoever, unless otherwise specifically provided herein. 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 Presiding Municipal Judge including but not limited to coverage or benefits related 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. Notwithstanding the foregoing, the City, as an associated member of PERA, shall make the required employer contributions to PERA as required pursuant to C.R.S. § 24-51-1101(2). The following disclosure is provided in accordance with Colorado law:

PRESIDING MUNICIPAL JUDGE ACKNOWLEDGES THAT PRESIDING MUNICIPAL JUDGE IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS FROM THE CITY. PRESIDING MUNICIPAL JUDGE FURTHER ACKNOWLEDGES THAT PRESIDING MUNICIPAL JUDGE IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. PRESIDING MUNICIPAL JUDGE ALSO ACKNOWLEDGES THAT PRESIDING MUNICIPAL JUDGE IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

SECTION 4. Appointment. The governing body of the City shall appoint such assistant and/or substitute judges as are necessary to assure the efficient operation of the municipal court. Prior to such appointment, the City Council shall solicit the input and suggestion of the Presiding Municipal Judge, as to appropriate candidates for such appointment.

SECTION 5. Administrative Support. The City, through legislative appropriation of funds for operation of the municipal court, shall at all times provide suitable facilities for conduct of the public sessions of municipal court, as well as the administrative functions of the office of clerk of the municipal court. The City shall have the exclusive right to designate the courtroom facilities, and the location of the office of the municipal court clerk. Although the Presiding Municipal Judge shall retain the right to appoint the municipal court clerk, the City Council shall ratify said appointment and ensure that funds are appropriated for such purpose. In addition, the City Council reserves the right to combine functions of a municipal court clerk with a municipal clerk such that the City Manager or City Council (by majority vote) may designate other duties and responsibilities to the individual serving as municipal court clerk, provided that assignment of such additional duties and responsibilities do not materially impair the efficient operations of the municipal court and the interests of justice.

SECTION 6. Appointment of Municipal Court Clerk. The Presiding Municipal Judge shall, no later than March 1 of each year during the term of the Presiding Municipal Judge's appointment, designate in writing to the City Manager the appointment or

reappointment of the municipal court clerk for a one-year term. In the event of a vacancy in the office of municipal court clerk, through resignation or otherwise, the Presiding Municipal Judge shall coordinate the solicitation, selection and hiring process through the City administrative staff, provided that the selection of the clerk shall remain in the exclusive discretion of the Presiding Municipal Judge.

SECTION 7. Limited Purpose. This contract is entered into for the limited purposes authorized under Section 2-4-30 of the Municipal Code, and in no manner shall limit or restrict the powers, duties and prerogatives of the Presiding Municipal Judge under applicable statutes or the other ordinances or regulations of the City of Castle Pines. In the event of such conflict, the offending provision or provisions of this agreement shall be null and void, and entirely severable from the other provisions of this contract.

SECTION 8. Term. The Term of this Professional Services Agreement shall commence on January 9, 2024 and shall terminate on January 13, 2026 (the first City Council meeting in January of even numbered years). Prior to the expiration of the Judge's term of appointment, the City may remove Mr. Gresh as provided in Section 13-10-105 C.R.S., as amended from time to time.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor and the Presiding Municipal Judge has signed and executed this Agreement, both in duplication, as of the day and year first above written

CITY OF CASTLE PINES

PRESIDING JUDGE:

By: _____
Tracy Engerman, Mayor

By: _____
Louis A. Gresh

Date: _____

Date: _____

ATTEST:

By: _____
Tobi Duffey, MMC, City Clerk

APPROVED TO FORM:

By: _____
Linda C. Michow, City Attorney