

RESOLUTION NO. 25-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO APPROVING THE APPOINTMENT OF INTERIM MUNICIPAL JUDGE AND PROFESSIONAL SERVICES AGREEMENT FOR THE SAME

WHEREAS, pursuant to Section 8.1(b) of the Castle Pines Home Rule Charter, the municipal court shall be presided over and its functions exercised by one (1) or more municipal judges, who shall be attorney(s)-at-law authorized to practice in Colorado and otherwise qualified and appointed by the City Council; and

WHEREAS, the City Council previously appointed Louis A. Gresh to serve as the Municipal Judge for the City; and

WHEREAS, after many years of service, Louis A. Gresh announced he will retire as of January 1, 2025; and

WHEREAS, the City desires to initiate a Request for Proposal (“RFP”) to seek qualified attorneys to serve as one or more municipal judges to preside over the municipal court; and

WHEREAS, the City Council desires to appoint Vincent White, who currently serves as municipal judge for the Towns of Parker and Elizabeth and is qualified to serve as interim municipal judge while the RFP process is ongoing, and to approve a Professional Services Agreement in substantially the same form as attached for Mr. White.

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

Section 1. The City Council hereby directs City Staff to initiate an RFP to seek qualified attorneys to serve as one or more municipal judges to preside over the Castle Pines municipal court.

Section 2. The City Council hereby approves: (1) the appointment of Vincent White as interim municipal judge and a Professional Services Agreement with Mr. White (“Agreement”) in substantially the same form as attached hereto subject to minor modifications approved by the City Attorney; and (2) authorizes the City Manager to execute such Agreement in final form.

Section 3. This Resolution is effective upon adoption, provided that the appointment of interim municipal judge is effective as of January 1, 2025.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR, 0 AGAINST, AND 1 ABSENT THIS 14th DAY OF JANUARY, 2025.



ATTEST:

By: *Tobi Duffey*
Tobi Duffey, MMC, City Clerk

By: *Tracy Engerman*
Tracy Engerman (Feb 9, 2025 21:57 MST)
Tracy Engerman, Mayor

Approved as to Form:

By: *Linda C Michow*
Linda Michow, City Attorney

EXHIBIT 1
FORM OF PROFESSIONAL SERVICES AGREEMENT FOR INTERIM MUNICIPAL
JUDGE

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

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

WHEREAS, the City Council has established a municipal court and is authorized by Section 8.1 of the Castle Pines Home Rule Charter ("Home Rule Charter") to appoint one or more judges to preside over the Municipal Court; and

WHEREAS, due to the recent retirement of the Castle Pines Municipal Judge, the City Council desires to appoint an interim judge to preside over the municipal court while the City proceeds with a Request for Proposal ("RFP") to select a new Municipal Judge; and

WHEREAS, during the RFP process, the City Council desires to appoint Mr. Vincent White as Interim Municipal Judge; and

WHEREAS, the City Council finds that Mr. Vincent White is an attorney(s)-at-law authorized to practice in Colorado and otherwise qualified to serve as Interim Municipal Judge; and

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

SECTION 1. Compensation and Benefits. The Interim Municipal Judge shall be paid the sum of _____ Dollars (\$_____) per annum in monthly installments of _____ Dollars (\$_____). The Interim Municipal Judge shall not be considered an employee subject to the City's personnel code or policies, if any, and therefore the Interim Municipal Judge shall not be entitled to any of the benefits afforded employees of the City. The Interim Municipal Judge shall not be entitled to reimbursement of expenses, unless such expenses are approved by the City Council.

SECTION 2. Independent Contractor. The Interim 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 Interim Municipal Judge to work exclusively for the City. This Agreement shall not be interpreted as the City dictating or directing the Interim Municipal Judge's performance or the time of performance beyond a range of mutually agreeable court session, but shall be interpreted as the Interim Municipal Judge's offer and City acceptance of terms and conditions for performance. The Interim 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 Interim Municipal Judge beyond

that minimal level required for performance of the Services. The Parties acknowledge that the Interim 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 Interim 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 Interim 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:

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

SECTION 4. 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, to provide for a municipal court clerk and the location of the office of the municipal court clerk.

SECTION 5. Term. The Term of this Professional Services Agreement shall commence as of January 1, 2025 and shall terminate on the date on which the City Council appoints a municipal judge to preside over the municipal court pursuant to Section 8.1 of the Home Rule Charter. Prior to the expiration of the Interim Municipal Judge's term of appointment, the City Council may remove the Interim Municipal Judge at any time in its sole discretion.

SECTION 6. Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

CITY OF CASTLE PINES:

INTERIM MUNICIPAL JUDGE:

By: _____
Tracy Engerman, Mayor

By: _____

Date: _____

Date: _____

ATTEST:

By: _____
Tobi Duffey, MMC, City Clerk

APPROVED TO FORM:

By: _____
Linda C. Michow, City Attorney