

RESOLUTION NO. 25-16

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

WHEREAS, pursuant to the Section 8.1(b) of the City of Castle Pines (the “City”) Home Rule Charter (the “Charter”), City Municipal Code Section 2-4-30(a) (the “Code”), and under C.R.S. §13-10-105(a), the City’s Municipal Judge shall be appointed by the City Council; and

WHEREAS, pursuant to Section 2-4-30(c) of the Code, the compensation of the Municipal Judge shall be established in the resolution appointing the Municipal Judge; and

WHEREAS, there is a vacancy in the Municipal Judge position due to the retirement of the existing judge; and

WHEREAS, the City desires to fill the vacancy and appoint Vincent White as Municipal Judge; and

WHEREAS, the City Council desires to approve a Professional Services Agreement between the City and Vincent White to establish the terms and conditions under which Mr. White will preside as the Municipal Judge for the City (the “Agreement”).

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

Section 1. **Appointment of Presiding Municipal Judge.** The City Council hereby appoints Vincent White as Municipal Judge for the City of Castle Pines to serve for a term commencing on March 25, 2025, and expiring on March 25, 2027, consistent with Section 2-4-30 of the Code.

Section 2. The City Council hereby: (a) approves the Agreement between the City and Vincent White in substantially the form attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to the Agreement to correct any non-material errors that do not increase the obligations of the City; (c) authorizes the Mayor to execute the Agreement on behalf of the City; and (d) establishes the compensation of the presiding Municipal Judge at Eight Hundred Dollars and No Cents (\$800.00) per month.

Section 3. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 4. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

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 ON THIS 25TH DAY OF MARCH 2025.



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman

Tracy Engerman (Apr 3, 2025 08:15 MDT)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

Linda C. Michow

Linda C. Michow, City Attorney

EXHIBIT 1
MUNICIPAL JUDGE PROFESSIONAL SERVICES AGREEMENT

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

THIS AGREEMENT ("Agreement") is made this 25th day of March, 2025, by and between Colorado Mediation and Resolution Services, LLC, a Colorado Limited Liability Company with a principal address of P.O. Box 247, Franktown, CO 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 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 established in the resolution of the City Council appointing 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 Nine Thousand Six Hundred Dollars (\$9600.00) per annum in monthly installments of Eight Hundred Dollars (\$800.00). 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, to provide for a municipal court clerk and the location of the office of the municipal court clerk.

SECTION 6. 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 7. Term. The Term of this Professional Services Agreement shall commence on March 25, 2025 and shall terminate on January 13, 2027 (the first City Council meeting in January of odd numbered years). Prior to the expiration of the Judge's term of

appointment, the City may remove the Presiding Municipal Judge as provided in Section 8.1 of the Home Rule Charter.

SECTION 8. 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 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: _____

Date: _____

Date: _____

ATTEST:

By: _____
Tobi Duffey, MMC, City Clerk

APPROVED TO FORM:

By: _____
Linda C. Michow, City Attorney











Documents Approved by City Council March 25, 2025

Final Audit Report

2025-04-03

Created:	2025-04-01
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"Documents Approved by City Council March 25, 2025" History

-  Document created by Tobi Duffey (tobi@castlepinesco.gov)
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-  Document emailed to tracy.engerman@castlepinesco.gov for signature
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 Agreement completed.

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