

Agenda Item: V. I.
Meeting Date: July 13, 2020

Subject: Consideration of Resolution 20-63, approving an Agreement with Louis Gresh for Deputy Municipal Court Judge services.

Presenter: A.J. Euckert, City Manager

Background: Our current Municipal Court Judge, Will Hardesty, is unable to preside over the July 16 Court Session, and we have a rather large docket. Judge Louis Gresh is able to preside over the July 16 Court Session. This Resolution and Agreement both appoints Louis Gresh to serve as Deputy Municipal Court Judge for a period of one (1) year, and sets the compensation at \$300 per daily Court Session.

Recommended Action: Consideration and approval of Resolution 20-63, approving an Agreement with Louis Gresh for Deputy Municipal Court Judge services.

RESOLUTION NO. 20-63

**A RESOLUTION APPROVING AN AGREEMENT FOR DEPUTY MUNICIPAL
COURT JUDGE SERVICES WITH LOUIS GRESH**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO,
COLORADO:**

Section 1. The Agreement by and between the City of Dacono and Louis Gresh for Deputy Municipal Court Judge Services is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution. The City Council hereby sets the compensation in the Agreement and authorizes the expenditure of the funds as necessary to meet the terms and obligations of the Agreement.

Section 2. The Mayor is hereby authorized to sign the Agreement and is further authorized to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 13th day of July, 2020.

CITY OF DACONO, COLORADO

Joe Baker, Mayor

ATTEST:

Valerie Taylor, City Clerk

AGREEMENT FOR DEPUTY MUNICIPAL JUDGE SERVICES

THIS AGREEMENT is made and entered into effective the 13th day of July, 2020, by and between the CITY OF DACONO, a Colorado home rule municipal corporation (the “City”) and LOUIS GRESH, an individual.

WITNESSETH:

WHEREAS, pursuant to Section 6-2 of the Dacono Home Rule Charter, the City has established the Dacono Municipal Court, and the City Council of the City is vested with the authority to appoint a presiding municipal judge and such deputy municipal judges as the Council deems necessary; and

WHEREAS, pursuant to Section 2-137 of the Dacono Municipal Code, the City Council of the City desires to appoint Louis Gresh as a deputy municipal judge of the Dacono Municipal Court, for an initial term expiring July 13, 2021; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The City Council hereby appoints Louis Gresh as a Deputy Municipal Judge for the Dacono Municipal Court (hereafter “Deputy Judge”), for the term specified in Section 2, below.
2. Term. The Deputy Judge is appointed for a term commencing on July 13, 2020. Pursuant to Section 6-2 of the Dacono Home Rule Charter, such term shall expire July 13, 2021.
3. Services. The Deputy Judge shall preside as needed over the regularly-scheduled sessions of the Dacono Municipal Court and over such other Municipal Court sessions as may be necessary for the proper functioning of the Court. The Deputy Judge shall perform all such duties and exercise all such powers as are required of and vested in a municipal court judge by the Dacono Home Rule Charter and Dacono Municipal Code, and other applicable laws, regulations, and codes of conduct (including but not limited to the Colorado Code of Judicial Conduct) that are applicable to the position. The Deputy Judge shall also perform the administrative duties of a municipal judge and perform the swearing in of City elected officials and police officers if needed. The Deputy Judge acknowledges that this Agreement does not grant any exclusive privilege or right to supply services to the City.
4. Removal or Resignation; Termination. During the term, the Deputy Judge may be removed from office by at least four (4) affirmative votes of the City Council, as set forth in Section 6-2 of the Dacono Home Rule Charter. The Deputy Judge may also voluntarily resign by providing at least 30 days’ advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council. In the event of any such removal or resignation, or any other termination of this Agreement prior to the expiration of the term, the Deputy Judge shall be paid solely for services rendered through the effective date of such removal, resignation or termination.

5. Compensation. Pursuant to Section 2-137 (c) of the Dacono Home Rule Charter, the compensation of the Deputy Judge is established by City Council Resolution and is not dependent upon the outcome of the matters to be decided by the judge. The Deputy Judge shall receive three hundred dollars (\$300.00) per daily Court Session as full compensation for such deputy municipal judge's services. The Deputy Judge shall submit monthly an invoice for services for the preceding month. The City shall pay the invoice within 30 days of receipt thereof.

6. Additional Judges. The City may employ, at the City's expense, such other additional judges as the City determines to be necessary or otherwise in the best interest of the City during the term of this Agreement.

7. Independent Contractor Status. The Deputy Judge shall be an independent contractor and not an employee of the City and shall make no representation that she is a City employee for any purpose. Further:

a. ***No Payment of Employment Taxes or Other Withholdings.*** The City shall not withhold or pay or be obligated to withhold or pay any payroll or employment taxes (including, but not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, state unemployment insurance tax, and state worker's compensation insurance tax) or other amounts with respect to any services performed by or fees paid or expenses reimbursed to the Deputy Judge.

b. ***No Payment of Workers' Compensation/Unemployment Compensation.*** The City shall not provide or be obligated to provide to Deputy Judge any workers' compensation or unemployment compensation insurance coverage.

8. Payments Subject to Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Dacono City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year. The City hereby states that it has appropriated in the 2020 budget sufficient funds for the payment of all amounts due, or which may be due hereunder in the 2020 fiscal year.

9. Miscellaneous Provisions. The parties agree that this Agreement is a personal services contract. No party shall assign this Agreement or delegate duties under this Agreement or any portion thereof. This Agreement may only be amended by written instrument signed by the Deputy Judge and Mayor and City Clerk of the City, after approval of such amendment by the City Council. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. If one or more provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions

