

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER DeMott
COUNCIL BILL NO. 09
ORDINANCE NO. 1539
Series of 2013

TITLE: AN ORDINANCE REAPPOINTING PRESIDING MUNICIPAL JUDGE CHRISTOPHER RANDALL, INCREASING HIS COMPENSATION AND APPROVING A PRESIDING MUNICIPAL JUDGE SERVICES AGREEMENT

WHEREAS, the current presiding municipal judge, Christopher Randall was reappointed effective July 1, 2011 for a two-year term expiring on July 1, 2013; and

WHEREAS, the Judge has continued to serve since that date; and

WHEREAS, pursuant to Charter Section 8.3, the City Council shall appoint all judges for a term of two (2) years; and

WHEREAS, Judge Randall has requested reappointment at the end of his current term, as well as an increase in his hourly rate as provided for in the Presiding Municipal Judge Services Agreement (the "Agreement"); and

WHEREAS, the Council wishes to reappoint Judge Randall, and to approve an increase in his compensation and other changes to the Agreement; and

WHEREAS, Charter Section 8.5 requires the Council to set the Judge's compensation by ordinance.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. Pursuant to Sections 8.3 and 8.5 of the Home Rule Charter, Presiding Municipal Judge Christopher Randall is hereby reappointed for a term of two (2) years, expiring on July 1, 2015. The Presiding Judge's compensation shall be \$91.51 per hour. The remainder of the terms and conditions of the Presiding Judge's employment shall be as set forth in the Presiding Municipal Judge Services Agreement, effective as of July 1, 2013, attached hereto and incorporated herein by this reference.


Section 2. Severability; Conflicting Ordinances Repealed. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. Effective Date. This Ordinance shall take effect upon adoption at second reading, as permitted by the Charter.

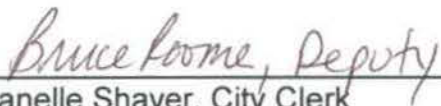
INTRODUCED, READ, AND ADOPTED on first reading by a vote of 8 to 0 on this 24th day of June, 2013, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge and Public Hearing and consideration on final passage set for July 8, 2013, at 7:00 o'clock p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of 8 to 0, this 8th day of July, 2013.

SIGNED by the Mayor on this 8th day of July, 2013.


Jerry DiTullio, Mayor

ATTEST:


Janelle Shaver, City Clerk



Approved As To Form


Gerald E. Dahl, City Attorney

First Publication: June 27, 2013
Second Publication: July 11, 2013
Wheat Ridge Transcript
Effective Date: July 8, 2013

**CITY OF WHEAT RIDGE
PRESIDING MUNICIPAL JUDGE SERVICES AGREEMENT**

THIS PRESIDING MUNICIPAL JUDGE SERVICES AGREEMENT is entered into and effective as of the 1st day of July 2013 ("Effective Date"), by and between the **CITY OF WHEAT RIDGE, COLORADO** (the "City") and **CHRISTOPHER D. RANDALL**, ("Presiding Judge"), together referred to herein as the "Parties." In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 1 – SERVICES

Pursuant to Chapter VIII of the Wheat Ridge Home Rule Charter (the "Charter"), Presiding Judge shall have the following duties:

- A. Ensure the presence of a municipal judge at all Wheat Ridge Municipal Court ("Municipal Court") cases, by either presiding over such cases personally or by scheduling an Associate Judge to hear such case(s) and by establishing an on-call municipal judge schedule;
- B. Formulate and amend the local rules of the Municipal Court with the approval of the Colorado Supreme Court;
- C. Supervise the Associate Judges, if any, and all Municipal Court personnel; serve as Department Head for the Municipal Court staff; attend Department Director meetings, in person or by designee, and meetings with the City Manager, City Attorney and City Council as needed; and
- D. Submit a yearly budget request to the Wheat Ridge City Council for the proper functioning of the Municipal Court.

ARTICLE 2 – QUALIFICATIONS

The Presiding Judge shall continuously maintain the following qualifications:

- A. Licensed to practice law in all Colorado courts, including the U.S. District Court for the District of Colorado; and
- B. Resident within 40 miles of the Wheat Ridge Municipal Court.

ARTICLE 3 - TERM; TERMINATION

Pursuant to Section 8.3 of the Charter, this Agreement shall be for a two (2) year term, ending on July 1, 2015. This Agreement may be terminated for any of the reasons enumerated in Section 8.3 of the Charter.

ARTICLE 4 – PAYMENT AND FEE SCHEDULE

The Parties agree that Presiding Judge shall be compensated at \$91.51 per hour for services rendered under this Agreement. Presiding Judge may also be compensated for reimbursable expenses properly invoiced to the City as set forth below. For purposes of this Agreement, "reimbursable expenses" shall mean those expenses directly incurred by Presiding

Judge in the performance of his duties under this Agreement, including mileage and travel expense.

A. Invoices.

Presiding Judge shall submit bi-weekly timesheets to the City for services rendered and reimbursable expenses. Payment will be made within twenty-five (25) days of receipt of the invoice by mailing payment to an address designated by Presiding Judge.

B. Funding

This Agreement is specifically subject to the provisions of Section 2-3(c) of the Code of Laws of the City of Wheat Ridge, which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid appointment. The Parties further recognize and agree that the City, as a political subdivision of the State of Colorado, is subject to the Constitution and laws of the State of Colorado. Notwithstanding any provision of this Agreement to the contrary, the obligation of the City to make payment to Presiding Judge is expressly subject to annual appropriations by the City of funds for the next ensuing budget year.

ARTICLE 5 – INDEPENDENT CONTRACTOR; INSURANCE AND BENEFITS

A. This Agreement is one for independent contractor services. Neither Presiding Judge, nor any employee or agent of Presiding Judge, shall be considered an employee of the City for purposes of any federal or state law. Notwithstanding the fact that Presiding Judge is compensated as an independent contractor, pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., he is considered an appointed official of the City entitled to any and all benefits of law pertaining to judicial or sovereign immunity and to coverage by the City's insurance applicable to persons holding such a position for claims brought against him in his official capacity or arising out of his performance of his official duties as described herein.

B. Presiding Judge shall be eligible to participate in the following insurance and benefit programs available to City employees, at a pro-rated level equal to the average number of hours of work per week performed by the Presiding Judge, which for purposes of this Agreement, the Parties agree shall be twenty-five (25) hours per week: short term disability; long term disability; worker's compensation; group term life insurance; employee assistance plan; retirement plan; official holidays; personal time off leave; extended sick leave; jury duty pay; employee recreation program benefit; Kaiser Permanente HMO; Delta Dental; RPS section 125 cafeteria plan; and Eye-Med vision. The City agrees to pay the applicable premium for the rate level, consistent with the City insurance plan as amended from time to time. For all such insurance and benefit programs, to the extent the programs or any of their features are altered, amended or eliminated with respect to all eligible City employees, such alteration, amendment or elimination shall also apply to Presiding Judge in the same manner.

C. Presiding Judge warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for Presiding Judge, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the appointment or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this

Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 6 – CHARTER, LAWS AND ORDINANCES

Presiding Judge shall at all times during the performance of this Agreement, strictly adhere to all applicable federal, state and local laws, rules, regulations, and ordinances that affect or govern the work as herein contemplated.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

The Presiding Judge shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Presiding Judge shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 8 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that venue and jurisdiction for disputes regarding any aspect of this Agreement is proper and exclusive with the District Court of Jefferson County, Colorado.

ARTICLE 9 – NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the City: City Manager
7500 W 29th Avenue
Wheat Ridge, CO 80215
Fax: (303) 234-5924

With a copy to: City Attorney
7500 W 29th Avenue
Wheat Ridge, CO 80215
Fax: (303) 234-5924

If to Presiding Judge: Christopher D. Randall, Esq.
P.O. Box 280911
Lakewood, CO 80228-0911
Fax (303) 980-1721

ARTICLE 10 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of Presiding Judge may not be assigned, delegated, or subcontracted except with the express written consent of the City.

ARTICLE 11 – SEVERABILITY

To the extent that the Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 12 – INTEGRATION OF UNDERSTANDINGS

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by Presiding Judge and an authorized representative of the City.

ARTICLE 13 – AMENDMENTS

The City may, from time to time, require changes in the scope of services of the Presiding Judge to be performed herein. Such changes, including any increase or decrease in the amount of the Judge's compensation, must be mutually agreed upon in writing by the City and the Presiding Judge, as an amendment to this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two (2) copies, each of which shall be deemed an original, as of the day and year first written above.

ATTEST:

Bruce Lorne, Deputy

Janelle Shaver, City Clerk

CITY OF WHEAT RIDGE, COLORADO

Jerry DiTullio

By: Jerry DiTullio, Mayor

(Seal)



APPROVED AS TO FORM:

Gerald E. Dahl

Gerald E. Dahl, City Attorney

PRESIDING JUDGE

Christopher D. Randall