

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Presiding Municipal Judge)**

DATE: _____

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

LOUIS A. GRESH, an individual, 4531 Ridgewood Court, Castle Rock, Colorado 80109 ("Contractor").

RECITALS:

- A. The Town has concurrently reappointed Contractor as the Presiding Municipal Judge of the Castle Rock Municipal Court pursuant to Resolution No. 2022-____ ("Appointment Resolution"), Section 5-2 of the Town's Home Rule Charter and Chapter 2.02 of the Castle Rock Municipal Code (the "Code").
- B. Section 2.20.020(D) of the Code authorizes the Town Council to enter into an engagement agreement with the Presiding Municipal Judge to address compensation and benefits as well as other administrative matters.

COVENANTS:

THEREFORE, in consideration of these mutual promises, the Parties agree and covenant as follows:

Section 1. Compensation and Benefits. As authorized in the Appointment Resolution, the Contractor shall be paid the sum of \$32,036 per annum, in regular biweekly installments, in consideration of Contractor's discharge of all duties, obligations and responsibilities as Presiding Municipal Judge. The Contractor shall not be considered an employee subject to the Town's personnel code or policies and, therefore, the Contractor shall not be entitled to any of the benefits afforded employees of the Town. Subject to the annual appropriation of sufficient revenues, the Town may authorize the reimbursement of expenses incurred by the Contractor for professional training or education.

Section 2. Term. The term of this Agreement shall be two years, as provided in Section 2.20.020(C) of the Code. The Town may remove the Contractor as provided in Section 13-10-105 C.R.S., as amended from time to time.

Section 3. Appointment of Substitute Judges. In the event the Contractor is unavailable to preside over the Municipal Court, the Town Council shall appoint an assistant and/or substitute judges in order to assure the efficient operation of the Municipal Court. Prior to such appointment, the Town Council shall solicit the input and suggestion of the Contractor as to appropriate candidates for such substitute judge appointment.

Section 4. Appointment of Municipal Court Clerk. Not later than April 1 of each year during the term of the Contractor's appointment as presiding Municipal Judge, the Contractor shall designate in writing to the Town 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 Contractor shall coordinate the solicitation, selection and hiring process with the Town administrative staff, provided that the selection of the Clerk shall remain in the exclusive discretion of Contractor. The discharge of the Municipal Court Clerk shall be made only after compliance with the applicable provisions of the Town's personnel policies and code governing discharge of a Town employee.

Section 5. Administrative Support. The Town, 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 Town shall have the exclusive right to designate the courtroom facilities, and the location of the office of the Municipal Court Clerk.

Although the Contractor shall retain the right to appoint the Municipal Court Clerk, the Town shall reserve the right to determine support to the Municipal Court through the Municipal Court Clerk's Office. In this regard, if the Municipal Court Clerk is otherwise a full-time employee of the Town, the Town Manager, as the chief administrative officer of the Town, may designate other duties and responsibilities to the employee serving as Municipal Court Clerk, provided that assignment of such additional duties and responsibilities do not materially impair the efficient operation of the Municipal Court and the interests of justice.

Section 6. Limited Purpose. This Agreement is entered into for the limited purposes authorized under chapter 2.20.020 of the Code, and in no manner shall limit or restrict the powers, duties and prerogatives of the Municipal Judge under the Town's Home Rule Charter, applicable statutes, or the other provisions of the Code. 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 Agreement.

Section 7. Independent Contractor. Contractor and Town hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 8. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 9. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 10. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

ATTEST:

TOWN OF CASTLE ROCK

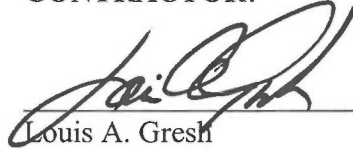
Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

CONTRACTOR:

Michael J. Hyman, Town Attorney



Louis A. Gresh

