

AGREEMENT FOR APPOINTMENT OF MUNICIPAL COURT JUDGE

THIS AGREEMENT FOR APPOINTMENT OF MUNICIPAL COURT JUDGE (the "Agreement") dated effective the 7th day of December, 2015, is entered into between David R. Juárez ("David R. Juárez") and the City of Commerce City, Colorado ("Commerce City").

IN CONSIDERATION of the mutual covenants and agreements herein set forth, David R. Juárez and Commerce City agree as follows:

1. Nature and Purpose of Agreement. Commerce City has determined to appoint David R. Juárez as Municipal Court Judge as a variable hour, non-benefited employee and agreement has been reached as to the terms and conditions for such appointment.

2. Acceptance of Appointment. David R. Juárez hereby accepts appointment as Municipal Court Judge for the City of Commerce City subject to the terms and conditions of this Agreement.

3. Term. The appointment of David R. Juárez as Municipal Court Judge for Commerce City is made effective December 7, 2015 and continuing thereafter until the organizational meeting of the City Council to be held in 2017 unless sooner terminated pursuant to Section 4 below.

4. Notice of Termination. In the event David R. Juárez desires to terminate his appointment as Municipal Court Judge, he shall provide Commerce City with forty-five (45) days advance written notice of the effective date of such termination. In the event Commerce City desires to terminate the appointment of David R. Juárez as Municipal Court Judge, Commerce City shall provide David R. Juárez with thirty (30) days advance written notice of termination for cause as provided by Section 8.4(a) of the City Charter.

5. Compensation. In consideration of the rendition of services as Municipal Court Judge for the City of Commerce City, David R. Juárez shall be paid the sum of \$1,000.00 per day for court days and in addition he will be paid at the rate of \$125.00 per hour for issuance of warrantless arrest affidavits, bond settings and other usual and normal duties of a municipal court judge outside of presiding at convened court hearings and trials on scheduled court days. In addition, David R. Juárez shall be paid \$125.00 per hour, not to exceed \$6,000.00 annually, for attendance during weekday sessions of judicial conferences and travel time during weekdays to and from judicial conferences. Furthermore, David R. Juárez shall be entitled (1) to a golf foursome at Buffalo Run Golf Course, without charge, so long as he is employed by Commerce City, and (2) to a golf course twosome at Buffalo Run Golf Course, without charge, for his lifetime.

6. Address for Payment of Compensation. All compensation payable to David R. Juárez pursuant to this Agreement will be billed to Commerce City and paid to David R. Juárez as follows:

David R. Juárez
11154 Huron Street, Suite 207
Northglenn, CO 80234

7. Substitute Judge. In the event David R. Juárez requires a substitute judge in place of the substitute judge appointed by Commerce City to perform duties in his absence, David R. Juárez is

authorized, pursuant to Section 8.4 of the City Charter, to appoint an eligible substitute judge to act in his absence with compensation for such substitute judge to be provided by David R. Juárez.

8. Judicial Conference Registrations. David R. Juárez is entitled to payment by Commerce City of one (1) annual membership fee in the Colorado Municipal Court Judge's Association and two (2) judicial conference registrations per year as well as reasonable reimbursement for travel and lodging at said conferences.

9. Part Time Employee. The parties agree and acknowledge that David R. Juárez has been appointed pursuant to this agreement as a variable hour, non-benefited employee of Commerce City and therefore shall be subject to all terms and provisions of the rules, regulations and policies applicable to employees with variable hour, non-benefited status. As a variable hour, non-benefited employee, David R. Juarez will report directly to the City Council as provided in Chapter 7 of the City Charter and shall not be considered a department head.

10. Entire Agreement. This instrument contains the entire agreement of the parties with respect to the subject matter hereof and it may not be changed orally but only by written agreement signed by both parties.

11. Approval. By mutual execution of this Agreement, it is acknowledged that all required approvals have been obtained so that this Agreement shall be fully effective and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands effective the day and year first above written.

David R. Juárez

CITY OF COMMERCE CITY, COLORADO

BY: _____
Sean Ford, Mayor

ATTEST:

Laura J. Bauer, MMC, City Clerk