

**AGREEMENT FOR REAPPOINTMENT
OF MUNICIPAL COURT JUDGE**

THIS AGREEMENT FOR REAPPOINTMENT OF MUNICIPAL COURT JUDGE (the "Agreement") dated effective the 2nd day of December, 2013, 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 reappoint David R. Juárez as Municipal Court Judge and agreement has been reached as to the terms and conditions for such reappointment.

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

3. Term. The reappointment of David R. Juárez as Municipal Court Judge for Commerce City is made effective December 2, 2013 (the date of the organizational meeting of the City Council in 2013) and continuing thereafter until the organizational meeting of the City Council to be held in 2015 unless sooner terminated pursuant to Section 4 below.

4. Notice of Termination. In the event David R. Juárez desires to terminate his reappointment 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 reappointment 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 he will bill Commerce City at the rate of \$125.00 per hour for any services in addition to attendance as Municipal Court Judge during court days. Such other services shall include 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.

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 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. David R. Juárez will not be compensated for the time spent attending said conferences.

9. Independent Contractor. The parties agree and acknowledge that David R. Juárez has been appointed pursuant to this agreement as an independent contractor of Commerce City and therefore David R. Juárez shall not be construed as an agent or employee of Commerce City and therefore shall not be entitled to unemployment insurance benefits, worker's compensation or any other fringe benefits paid by Commerce City to its employees. Therefore, David R. Juárez shall pay when due all required employment taxes and income tax without responsibility for such payment by Commerce City.

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, CMC, City Clerk