

**AGREEMENT FOR APPOINTMENT OF
SUBSTITUTE MUNICIPAL COURT JUDGE**

THIS AGREEMENT FOR APPOINTMENT OF SUBSTITUTE MUNICIPAL COURT JUDGE (the "Agreement") dated effective the ____ day of _____, 2015, is entered into between Tomee Crespin ("Tomee Crespin") and the City of Commerce City, Colorado ("Commerce City").

IN CONSIDERATION of the mutual covenants and agreements herein set forth, Tomee Crespin and Commerce City agree as follows:

1. Nature and Purpose of Agreement. Commerce City has determined to appoint Tomee Crespin as Substitute 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. Tomee Crespin hereby accepts appointment as Substitute Municipal Court Judge for the City of Commerce City subject to the terms and conditions of this Agreement.

3. Term. The appointment of Tomee Crespin as Substitute 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 Tomee Crespin desires to terminate her appointment as Substitute Municipal Court Judge, she shall provide Commerce City with fifteen (15) days advance written notice of the effective date of such termination. In the event Commerce City desires to terminate the appointment of Tomee Crespin as Substitute Municipal Court Judge, Commerce City shall provide Tomee Crespin with fifteen (15) days advance written notice of termination for cause.

5. Compensation. In consideration of the rendition of services as Substitute Municipal Court Judge for the City of Commerce City, Tomee Crespin shall be paid the sum of \$100.00 per hour for any services rendered during court days.

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

Tomee Crespin
P. O. Box 418
Eastlake, CO 80614

7. Judicial Conference Registrations. Tomee Crespin is entitled to payment by Commerce City of one-half the annual membership fee in the Colorado Municipal Court Judge's Association and one (1) judicial conference registration per year.

8. 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.

9. 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.

Tomee Crespín

CITY OF COMMERCE CITY, COLORADO

BY: _____
Sean Ford, Mayor

ATTEST:

Laura J. Bauer, CMC, City Clerk