

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

This Agreement for Appointment of Municipal Court Judge ("Agreement") is made and entered into effective the 1<sup>st</sup> day of May 2024, by and between Brian Bowen ("Appointee") and the CITY OF COMMERCE CITY ("Commerce City" or "City"), a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado.

WHEREAS, following a recruitment, the City Council of the City of Commerce City ("City Council") appointed Brian Bowen as the Municipal Judge and approved an employment agreement setting the terms and conditions of such appointment by Resolution No. 2022-19; and

WHEREAS, in accordance with Charter of the City of Commerce City ("Charter") Section 8.4(a), the appointment of a municipal judge shall be for a term of two years; and

WHEREAS, City Council wishes to re-appoint Brian Bowen as the Municipal Court judge for another two-year term, subject to the terms and conditions herein, Charter, and the Commerce City Revised Municipal Code.

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged Appointee and the City agree as follows:

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

2. Acceptance of Appointment. Appointee hereby accepts the appointment as Municipal Court Judge for the City of Commerce City subject to the terms and conditions of this Agreement, to be held at the pleasure of the City Council. Appointee shall fulfill all responsibilities of the Municipal Court Judge as set forth in, and consistent with, the Charter and the Commerce City Revised Municipal Code, and as further described in the job description for the Municipal Court Judge, available on the City website.

3. Term. Consistent with the Charter, this appointment is made for a two-year term effective upon the date set forth above ("Effective Date"), unless terminated sooner in a manner consistent with Section 8.4 of the Charter. The Appointment is contemplated to continue through April 30, 2026.

4. Notice of Resignation or Termination. In the event Appointee desires to resign their appointment as Municipal Court Judge prior to the end of the Term, they shall provide the City with advance written notice ninety (90) days prior to the effective date of such resignation. In the event the City terminates Appointee for cause, no advance notice from the City shall be required.

5. Compensation. In consideration for rendering services as the Municipal Court Judge for the City of Commerce City, Appointee shall be paid at the rate of **\$100.70** per hour. It is specifically anticipated that in addition to regularly scheduled court days, other time will be required to address the usual and normal duties of a municipal court judge including, but not limited to, issuance of warrantless arrest affidavits, arraignments, ancillary hearings or trials, and bond settings. In addition, Appointee shall be paid their normal hourly rate, not to exceed **\$3,000** annually, for attendance of weekday sessions of judicial conferences including weekday travel time to and from such judicial conferences.

6. Performance Evaluation. The Appointee's performance may be evaluated through Council observation of court proceedings, feedback and surveys from community members appearing before and interacting with Appointee as well as key city stakeholders and court staff, Municipal Court metrics, and

other available information. Performance feedback shall be given by Council to Appointee at least once annually but may be more frequent as determined by Council.

7. Substitute Judge. In the event Appointee is not available to perform the duties under this Agreement and the substitute judge(s) appointed by Council are not available, Appointee is authorized, pursuant to Section 8.4 of the City Charter, to appoint eligible substitute judges to act in their absence. Substitute judges appointed by Council or the Municipal Court Judge may continue to act in the Appointee's absence if the Appointee resigns or is terminated.

8. Judicial Conference Registrations. Appointee is entitled to direct payment by the City, for Appointee's benefit, of their annual membership fee in the Colorado Municipal Court Judge's Association and up to two (2) judicial conference registrations per year as well as reasonable reimbursement for travel and lodging at said conferences. Any such reimbursement shall be in accordance with prevailing IRS terms and rates.

9. Charter, Laws, and Ordinances. The Municipal Court Judge shall always 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 Municipal Court Judge and operations of the Court as herein contemplated.

10. Part Time Employee. The parties agree and acknowledge that Appointee has been appointed pursuant to this agreement as a variable hour, non-benefited employee of the City of Commerce City and therefore shall be subject to all terms and provisions of the rules and policies applicable to employees with variable hour, non-benefited status except for Section 4 of this Agreement. As a variable hour, non-benefited employee, Appointee will report directly to the City Council as provided in Chapter 8 of the Charter and shall not be considered a department head serving under the supervision and control of the City Manager.

11. Indemnification and Insurance. Pursuant to the Colorado Governmental Immunity Act, at C.R.S. §§ 24-10-101, *et seq.*, the Municipal Court Judge is an appointed official of the City entitled to all benefits pertaining to judicial or sovereign immunity and to coverage by the City's insurance applicable to persons holding such position for claims brought against them in their official capacity or arising out of the performance of their official duties.

12. Subject to Annual Appropriations. This Agreement is subject to the Colorado Constitution and Section 12, Chapter XII of the City Charter. The appointee acknowledges and accepts that nothing herein shall constitute or be deemed to constitute the creation of any kind of multiple fiscal-year debt, liability, or financial obligation of the City. Appointee acknowledges and accepts that no provision of this Agreement shall be construed to create any kind of obligation of future monetary appropriations by the City Council of Commerce City that may run contrary to Article X, § 20 of the Colorado Constitution, or any other constitutional, statutory, or Charter debt limitation. Appointee acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year, and further acknowledges that the City has made no promise that it will pledge adequate cash reserves on a fiscal-year by fiscal-year basis, notwithstanding any provision of this Agreement that may be construed to the contrary. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation or liability of the City which may arise under this Agreement in any fiscal year after the date of execution, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

13. Entire Agreement. This Agreement 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 and approved in the same manner as this Agreement.

14. 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 executed this Agreement for Appointment of Municipal Court Judge as of the Effective Date.

\_\_\_\_\_  
Brian Bowen, Municipal Court Judge

Date:\_\_\_\_\_

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Steven Douglas, Mayor

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dylan Gibson, City Clerk

Approved as to form:

\_\_\_\_\_  
Sarah Geiger, Senior Counsel