

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER HUTCHINSON
COUNCIL BILL NO. 06
ORDINANCE NO. 1711
Series of 2021

**TITLE: AN ORDINANCE REAPPOINTING PRESIDING MUNICIPAL
JUDGE CHRISTOPHER RANDALL AND APPROVING A
PRESIDING MUNICIPAL JUDGE SERVICES AGREEMENT**

WHEREAS, the current presiding municipal judge, Christopher Randall was reappointed effective July 1, 2019 for a two-year term expiring on June 30, 2021; and

WHEREAS, the Judge has continued to serve since that date; and

WHEREAS, pursuant to Charter Section 8.3, the City Council shall appoint all judges for a term of two years; and

WHEREAS, Judge Randall has requested reappointment at the end of his current term; and

WHEREAS, the Council wishes to reappoint Judge Randall and approve a presiding municipal judge services agreement; and

WHEREAS, Charter Section 8.5 requires the Council to set the Judge's compensation by ordinance.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. Pursuant to Sections 8.3 and 8.5 of the Home Rule Charter, Presiding Municipal Judge Christopher Randall is hereby reappointed for a term of two years, expiring on June 30, 2023. The Presiding Judge's compensation shall be **\$98.97** per hour. The terms and conditions of the Presiding Judge's employment shall be as set forth in the Presiding Municipal Judge Services Agreement, effective as of July 1, 2021, attached hereto and incorporated herein by this reference.

Section 2. Severability; Conflicting Ordinances Repealed. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. Effective Date. This Ordinance shall take effect upon adoption at second reading, as permitted by the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of 8 to 0 on this 10th day of May 2021, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge and Public Hearing and consideration on final passage set for May 24, 2021, at 7:00 p.m. as a virtual meeting, and that it take effect upon adoption.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of 8 to 0, this 24th day of May, 2021.

SIGNED by the Mayor on this 24th day of May, 2021.



Bud Starker, Mayor

ATTEST:



Steve Kirkpatrick, City Clerk

Approved as to Form



Gerald E. Dahl, City Attorney

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**CITY OF WHEAT RIDGE
PRESIDING MUNICIPAL JUDGE SERVICES AGREEMENT**

THIS PRESIDING MUNICIPAL JUDGE SERVICES AGREEMENT is entered into and effective as of the 1st day of July 2021 ("Effective Date"), by and between the **CITY OF WHEAT RIDGE, COLORADO** (the "City") and **CHRISTOPHER D. RANDALL**, ("Presiding Judge"), together referred to herein as the "Parties." In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 1 – SERVICES

Pursuant to Chapter VIII of the Wheat Ridge Home Rule Charter (the "Charter"), Presiding Judge shall have the following duties:

- A. Ensure the presence of a municipal judge at all Wheat Ridge Municipal Court ("Municipal Court") cases, by either presiding over such cases personally or by scheduling an Associate Judge to hear such case(s) and by establishing an on-call municipal judge schedule;
- B. Formulate and amend the local rules of the Municipal Court with the approval of the Colorado Supreme Court;
- C. Supervise the Associate Judges, if any, and all Municipal Court personnel; serve as Department Head for the Municipal Court staff; attend Department Director meetings, in person or by designee, and meetings with the City Manager, City Attorney and City Council as needed; and
- D. Responsible for preparation of annual department budget, monitoring of operational expenses and overall delivery of court services.

ARTICLE 2 – QUALIFICATIONS

The Presiding Judge shall continuously maintain the following qualifications:

- A. Licensed to practice law in all Colorado courts, including the U.S. District Court for the District of Colorado; and
- B. Resident within 40 miles of the Wheat Ridge Municipal Court.

ARTICLE 3 - TERM; TERMINATION

Pursuant to Section 8.3 of the Charter, this Agreement shall be for a two (2) year term, ending on July 1, 2023. This Agreement may be terminated during its term for any of the reasons enumerated in Section 8.3 of the Charter.

ARTICLE 4 – COMPENSATION, PERFORMANCE

The Parties agree that Presiding Judge shall be compensated at **\$98.97** per hour for services rendered under this Agreement, classified as a non-exempt employee. Presiding Judge may also be compensated for reimbursable expenses properly invoiced to the City as set forth below. For purposes of this Agreement, "reimbursable expenses" shall mean those expenses directly incurred by Presiding Judge in the performance of his duties under this Agreement, including mileage and travel expense.

Presiding Judge shall be paid via the current City system for recording and compensating hourly employees.

A. Funding.

This Agreement is specifically subject to the provisions of Section 2-3(c) of the Code of Laws of the City of Wheat Ridge, which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid appointment. The Parties further recognize and agree that the City, as a political subdivision of the State of Colorado, is subject to the Constitution and laws of the State of Colorado. Notwithstanding any provision of this Agreement to the contrary, the obligation of the City to make payment to Presiding Judge is expressly subject to annual appropriations by the City of funds for the next ensuing budget year.

B. Performance.

Pursuant to Section 8.3 of the Home Rule Charter, Presiding Judge is appointed for a two year term. In contrast to other employees of the City, the Judge's compensation is set by the Council by ordinance, rather than through the annual performance review process for other city employees. Also, the Presiding Judge is not an at-will employee as all other city employees are. In recognition of these distinctions, the parties agree that the Council functions as the performance review body for the Presiding Judge, exercising that authority by ordinance as required by the Charter.

ARTICLE 5 – INDEMNIFICATION, INSURANCE AND BENEFITS

A. Pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., Presiding Judge is an appointed official of the City entitled to any and all benefits of law pertaining to judicial or sovereign immunity and to coverage by the City's insurance applicable to persons holding such a position for claims brought against him in his official capacity or arising out of his performance of his official duties as described. Presiding Judge shall be eligible to participate in the following insurance and benefit programs available to City employees, at a level equal to the average number of hours of work per week performed by the Presiding Judge, which for purposes of this Agreement, the Parties agree shall be a minimum of **thirty (30)** hours per week.

B. Benefits as outlined in the 2018 Employee Benefits Guide or as revised for 2019 or 2020. The City agrees to pay the applicable premium for the rate level, consistent with the City insurance plan as amended from time to time.

C. Official holidays (6 hours of holiday pay per holiday recognizing ten (10) holidays per year per the most current City Personnel Policies).

D. Personal time off (PTO) leave accrued per pay period dependent upon the number of hours of work per week: a 30-hour per week employee with the Presiding Judge's current longevity receives 6.94 hours of PTO leave per pay period:

- Jury duty pay;
- Family Medical and Leave Act coverage;
- As a department head, Presiding Judge receives the annual allowance for cellular telephone use.

For all such insurance and benefit programs, to the extent the programs or any of their features are altered, amended, or eliminated with respect to all eligible City employees, such alteration, amendment or elimination shall also apply to Presiding Judge in the same manner.

ARTICLE 6 – CHARTER, LAWS AND ORDINANCES

Presiding Judge shall at all times 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 work as herein contemplated.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

The Presiding Judge shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Presiding Judge shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 8 – JUDICIAL INDEPENDENCE

An independent, fair and impartial judiciary is indispensable to our system of justice. The United States legal system is based upon the principle that an independent, impartial, and competent judiciary, composed of men and women of integrity, will interpret and apply the law that governs our society. Thus, the judiciary plays a vital role in preserving the principles of justice and the rule of law. Judges, individually and collectively, must respect and honor the judicial office as a public trust and strive to maintain and enhance confidence in the legal system. Presiding Judge is expected to uphold these principles.

ARTICLE 9 – JUDICIAL IMPARTIALITY

Presiding Judge shall uphold and apply the law, and shall perform all duties of judicial office impartially. Impartially means absence of bias or prejudice in favor of, or against, particular parties or classes of parties, as well as maintenance of an open mind in considering issues that may come before the judge. Presiding Judge shall perform the duties of the judicial office, including administrative duties, without bias or prejudice. Presiding Judge shall not be swayed by public clamor or fear of criticism. Presiding Judge shall not permit social, political, financial, or other interests or relationships to influence the judge's judicial conduct or judgment. Presiding Judge shall not convey or permit others to convey the impression that any person is able to influence the judge.

ARTICLE 10 - EX PARTE COMMUNICATION

Presiding Judge shall not initiate, permit or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their lawyers, concerning pending or impending matters.

ARTICLE 11 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that venue and jurisdiction for disputes regarding any aspect of this Agreement is proper and exclusive with the District Court of Jefferson County, Colorado.

ARTICLE 12 – NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the City: City Manager
7500 W 29th Avenue
Wheat Ridge, CO 80033
Fax: (303) 234-5924

With a copy to: City Attorney
7500 W 29th Avenue
Wheat Ridge, CO 80033
Fax: (303) 234-5924

If to Presiding Judge: Christopher D. Randall, Esq.
7500 W. 29th Avenue
Wheat Ridge, CO 80033
Fax (303) 980-1721

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of Presiding Judge may not be assigned, delegated, or subcontracted except with the express written consent of the City.

ARTICLE 14 – SEVERABILITY

To the extent that the Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by Presiding Judge and an authorized representative of the City.

ARTICLE 16 – AMENDMENTS

The City may, from time to time, require changes in the scope of services of the Presiding Judge to be performed herein. Such changes, including any increase or decrease in the amount of the Judge’s compensation, must be mutually agreed upon in writing by the City and the Presiding Judge, as an amendment to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two (2) copies, each of which shall be deemed an original, as of the day and year first written above.

ATTEST:



Steve Kirkpatrick, City Clerk

CITY OF WHEAT RIDGE, COLORADO

By:  _____

Bud Starker, Mayor

Seal

APPROVED AS TO FORM:



Gerald E. Dahl, City Attorney

PRESIDING JUDGE



Christopher D. Randall