

MEMORANDUM

TO: Mayor Jones and Members of the Board
FROM: Randi Gallivan, Town Clerk
DATE: January 18, 2018
RE: 2018 Renewal of Contract with Municipal Judge

Attached for Board consideration is the 2018 renewal of the Municipal's Judge's contract, extending the contract for two years. The only change from the previous contract is the date; the compensation rate remains the same.

Judge Kevin Sidel will attend the meeting to answer any questions you may have.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of January, 2018, by and between the Town of Foxfield, a Colorado statutory town (the "Town"), and KEVIN SIDEL ("Judge Sidel").

RECITALS:

A. The Board of Trustees has determined to re-appoint Judge Sidel as the Municipal Judge of the Town of Foxfield pursuant to C.R.S. § 13-10-105, and desires to set the salary of Judge Sidel pursuant to C.R.S. § 13-10-107.

B. Judge Sidel desires to accept the appointment as Municipal Judge, and the salary contained herein.

NOW, THEREFORE, it is hereby agreed that, for the consideration hereinafter set forth, Judge Sidel shall be re-appointed as Municipal Judge of the Town of Foxfield.

I. TERM

Judge Sidel is hereby re-appointed for an additional two (2) year term, which ends on February 1, 2020.

II. COMPENSATION

As set forth in Ordinance 03-2011, enacted pursuant to C.R.S. § 13-10-107, the annual salary for Judge Sidel shall be three thousand dollars (\$3,000.00) per year. The parties further agree to review the compensation stated herein at the end of the calendar year. In addition, in the event that Judge Sidel performs judicial services for the Foxfield municipal court in excess of twenty-four (24) hours during any calendar year in which this Agreement is in effect, such hours in excess of twenty-four (24) shall be compensated at a rate of Sixty-Five Dollars (\$65.00) per hour. In the event Judge Sidel is absent more than six percent (6%) of the scheduled municipal court sessions during any calendar year in which this Agreement is in effect, the Town may reduce the compensation described herein by the percentage of the municipal court sessions missed by Judge Sidel or terminate this Agreement for cause.

The Town and Judge Sidel agree to an annual review of the compensation set forth in this Agreement.

III. COMPLIANCE WITH LAW

Nothing herein shall be deemed to create any additional terms, conditions or obligations of employment in addition to those provided for in Article 10 of Title 13 of the Colorado

Revised Statutes, nor is anything herein intended to change the nature of the Municipal Judge position as an appointed position under Article 10 of Title 13 of the Colorado Revised Statutes; rather, this Agreement is simply intended to memorialize the term and salary of the Municipal Judge as required by the applicable law.

IV. EFFECTIVE DATE

The effective date of this Agreement is February 1, 2018.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate, as of the date first above written.

TOWN OF FOXFIELD

By: _____
Lisa Jones, Mayor

ATTEST:

Randi Gallivan, Town Clerk

KEVIN SIDEL

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2018, by Kevin Sidel.

My commission expires: _____

(SEAL)

Notary Public