JUDICIAL SERVICES AGREEMENT

For Presiding Municipal Court Judge

THIS AGREEMENT (this "Agreement") is between the City of Edgewater, a Colorado home rule municipality ("City") and Jeffrey Cahn ("Judge") under which the Judge agrees to provide judicial services by presiding over the Municipal Court of the City of Edgewater ("Court").

RECITALS

WHEREAS, pursuant to Sections 8.2(2) and 8.2(3) of the Edgewater Home Rule Charter ("Charter"), the City Council, on December 3, 2015, appointed Jeffrey Cahn to serve as the Presiding Judge of the Edgewater Municipal Court, for a term of two years;

WHEREAS, the Judge was at the time of his appointment and is currently an attorney at law admitted to practice in the State of Colorado, and has at least ten (10) years experience on the bench; and

WHEREAS, the parties now wish to enter into a Judicial Services Agreement to memorialize the parties' understanding of the Judge's duties and compensation.

NOW, THEREFORE, the City and the Judge agree as follows:

AGREEMENT

1. Scope of Judicial Services. The Judge shall preside over the Court in matters in which the Court has jurisdiction pursuant to Charter Section 8.1.

2. Powers and Duties.

a. The Judge shall have all judicial powers and duties as provided in the City's Charter and ordinances and in the Colorado Revised Statutes applicable to municipal judges, except as otherwise provided by Charter or ordinance.

b. The Judge is hereby authorized to issue local rules of procedure consistent with the Municipal Court Rules as promulgated by the Colorado Supreme Court.

c. The Judge is hereby authorized to exercise contempt powers, and enforce subpoenas issued by any board, commission, hearing officer, or other body or officer of the City authorized by law or ordinance to issue subpoenas, and all other powers inherent in the office.

3. Term. The Judge's term shall expire ninety (90) days after the commencement of the term of the mayor elected at the City's regular municipal election conducted in November of 2017 or as soon thereafter as a successor shall be duly appointed by the City Council.

a. Resignation. The Judge agrees to give the City at least forty-five (45) days' written notice of his intent to resign his position as judge.

b. Removal for Cause. The Judge may be removed from office by a vote of at least four (4) Council members finding, by a preponderance of the evidence, that cause for the Judge's removal exists as is specified in the state statues applicable to the removal of municipal judges and for any other conduct that would constitute a violation of the Colorado Code of Judicial Conduct, as from time to time amended, if committed by a judge subject to such code.

4. Compensation. On and after the effective date of City Ordinance No. 10-14, and provided that Judge Cahn shall conduct at least forty (40) sessions of the Edgewater Municipal Court in each calendar year, the City will pay the Judge for judicial services rendered at the rate of Two Thousand Dollars ($2000.00) per month, payable on a monthly basis subject to standard withholdings and deductions, if any, required pursuant to any law or regulation. The Judge's compensation is fixed by ordinance (Edgewater Municipal Code Section 2-5-130) and is not dependent upon the outcome of matters decided by the Judge. A change in the Judge's compensation accomplished by ordinance does not alter, amend or otherwise affect any other term of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the state of Colorado.

6. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto. No rights under this Agreement may be waived except by an instrument in writing signed by the party sought to be charged with such waiver.

7. Entire Agreement. This Agreement is the Judge's entire agreement with the City.

EXECUTED this 3rd day of December, 2015.

CITY OF EDGEWATER

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Kris Teegardin, Mayor

ATTEST:

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Beth A. Hedberg, MMC
City Clerk

Approved as to Form:

_____
Thad Renaud, City Attorney

JUDGE

_____
Jeffrey Cahn

JUDICIAL SERVICES AGREEMENT

For Deputy Municipal Court Judge

THIS AGREEMENT (this "Agreement") is between the City of Edgewater, a Colorado home rule municipality ("City") and Thomas G. Elliot ("Judge") under which the Judge agrees to provide judicial services by presiding over the Municipal Court of the City of Edgewater ("Court") in the absence of the Presiding Municipal Court Judge and other Deputy Municipal Court Judge.

RECITALS

WHEREAS, pursuant to Sections 8.2(2) and 8.2(3) of the Edgewater Home Rule Charter ("Charter"), the City Council, on December 3, 2015, appointed Thomas G. Elliot to serve as a Deputy Judge of the Edgewater Municipal Court, for a term of two years;

WHEREAS, the Judge was at the time of his appointment and is currently an attorney at law admitted to practice in the State of Colorado, and has at least ten (10) years experience on the bench; and

WHEREAS, the parties now wish to enter into a Judicial Services Agreement to memorialize the parties' understanding of the Judge's duties and compensation.

NOW, THEREFORE, the City and the Judge agree as follows:

AGREEMENT

1. Scope of Judicial Services. The Judge shall preside over the Court in the absence of the Presiding Municipal Court Judge and the other Deputy Municipal Court Judge in matters in which the Court has jurisdiction pursuant to Charter Section 8.1.

2. Powers and Duties.

a. The Judge shall have all judicial powers and duties as provided in the City's Charter and ordinances and in the Colorado Revised Statutes applicable to municipal judges, except as otherwise provided by Charter or ordinance.

b. The Judge is hereby authorized to issue local rules of procedure consistent with the Municipal Court Rules as promulgated by the Colorado Supreme Court.

c. The Judge is hereby authorized to exercise contempt powers, and enforce subpoenas issued by any board, commission, hearing officer, or other body or officer of the City authorized by law or ordinance to issue subpoenas, and all other powers inherent with the office.

3. Term. The Judge's term shall expire ninety (90) days after the commencement of the term of the mayor elected at the City's regular municipal election conducted in November of 2017, or as soon thereafter as a successor shall be duly appointed by the City Council.

a. Resignation. The Judge agrees to give the City at least forty-five (45) days' written notice of his intent to resign his position as judge.

b. Removal for Cause. The Judge may be removed from office by a vote of at least four (4) Council members finding, by a preponderance of the evidence, that cause for the Judge's removal exists as is specified in the state statues applicable to the removal of municipal judges and for any other conduct that would constitute a violation of the Colorado Code of Judicial Conduct, as from time to time amended, if committed by a judge subject to such code.

4. Compensation. The City will pay the Judge for judicial services rendered at the rate of Four Hundred and Twenty Dollars ($425.00) for each court session over which he presides, including sessions held for jury trials, payable on a monthly basis subject to standard withholdings and deductions, if any, required pursuant to any law or regulation. The Judge's compensation is fixed by ordinance (Edgewater Municipal Code Section 2-5-130) and is not dependent upon the outcome of matters decided by the Judge. A change in the Judge's compensation accomplished by ordinance does not alter, amend or otherwise affect any other term of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the state of Colorado.

6. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto. No rights under this Agreement may be waived except by an instrument in writing signed by the party sought to be charged with such waiver.

7. Entire Agreement. This Agreement is the Judge's entire agreement with the City.

EXECUTED this 3rd day of December, 2015.

CITY OF EDGEWATER

_____
Kris Teegardin, Mayor

ATTEST:

_____
Beth A. Hedberg, MMC
City Clerk

Approved as to Form:

_____
Thad Renaud, City Attorney

JUDGE

_____
Thomas G. Elliot

JUDICIAL SERVICES AGREEMENT

For Deputy Municipal Court Judge

THIS AGREEMENT (this "Agreement") is between the City of Edgewater, a Colorado home rule municipality ("City") and Bruce Joss ("Judge") under which the Judge agrees to provide judicial services by presiding over the Municipal Court of the City of Edgewater ("Court") in the absence of the Presiding Municipal Court Judge the other Deputy Municipal Court Judge.

RECITALS

WHEREAS, pursuant to Sections 8.2(2) and 8.2(3) of the Edgewater Home Rule Charter ("Charter"), the City Council, on December 3, 2015, appointed Bruce Joss to serve as a Deputy Judge of the Edgewater Municipal Court, for a term of two years;

WHEREAS, the Judge was at the time of his appointment and is currently an attorney at law admitted to practice in the State of Colorado, and has at least ten (10) years experience on the bench; and

WHEREAS, the parties now wish to enter into a Judicial Services Agreement to memorialize the parties' understanding of the Judge's duties and compensation.

NOW, THEREFORE, the City and the Judge agree as follows:

AGREEMENT

1. Scope of Judicial Services. The Judge shall preside over the Court in the absence of the Presiding Municipal Court Judge and the other Deputy Municipal Court Judge in matters in which the Court has jurisdiction pursuant to Charter Section 8.1.

2. Powers and Duties.

a. The Judge shall have all judicial powers and duties as provided in the City's Charter and ordinances and in the Colorado Revised Statutes applicable to municipal judges, except as otherwise provided by Charter or ordinance.

b. The Judge is hereby authorized to issue local rules of procedure consistent with the Municipal Court Rules as promulgated by the Colorado Supreme Court.

c. The Judge is hereby authorized to exercise contempt powers, and enforce subpoenas issued by any board, commission, hearing officer, or other body or officer of the City authorized by law or ordinance to issue subpoenas, and all other powers inherent with the office.

3. Term. The Judge's term shall expire ninety (90) days after the commencement of the term of the mayor elected at the City's regular municipal election conducted in November of 2017, or as soon thereafter as a successor shall be duly appointed by the City Council.

a. Resignation. The Judge agrees to give the City at least forty-five (45) days' written notice of his intent to resign his position as judge.

b. Removal for Cause. The Judge may be removed from office by a vote of at least four (4) Council members finding, by a preponderance of the evidence, that cause for the Judge's removal exists as is specified in the state statues applicable to the removal of municipal judges and for any other conduct that would constitute a violation of the Colorado Code of Judicial Conduct, as from time to time amended, if committed by a judge subject to such code.

4. Compensation. The City will pay the Judge for judicial services rendered at the rate of Four Hundred and Twenty Dollars ($425.00) for each court session over which he presides, including sessions held for jury trials, payable on a monthly basis subject to standard withholdings and deductions, if any, required pursuant to any law or regulation. The Judge's compensation is fixed by ordinance (Edgewater Municipal Code Section 2-5-130) and is not dependent upon the outcome of matters decided by the Judge. A change in the Judge's compensation accomplished by ordinance does not alter, amend or otherwise affect any other term of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the state of Colorado.

6. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto. No rights under this Agreement may be waived except by an instrument in writing signed by the party sought to be charged with such waiver.

7. Entire Agreement. This Agreement is the Judge's entire agreement with the City.

EXECUTED this 3rd day of December, 2015.

CITY OF EDGEWATER

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Kris Teegardin, Mayor

ATTEST:

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Beth A. Hedberg, MMC
City Clerk

Approved as to Form:

_____
Thad Renaud, City Attorney

JUDGE

_____
Bruce Joss