

Request for Proposals

Town of Erie
Municipal Judge



Town of Erie
645 Holbrook Street
Erie, Colorado 80516

December 2, 2024

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Electronic Proposals will be received by the Town of Erie (the "Town") through email to bids@erieco.gov until **5:00 PM, January 6, 2025** for the **Town of Erie Municipal Judge**.

The required Proposal documents must be received by email on or before the Proposal due date and time. **Hardcopy submittals will not be accepted**. It is the Proposer's sole responsibility to ensure all required Proposal documents are submitted and received by the submission deadline.

A brief summary of work for which the Proposal is requested consists of:

The Town of Erie Municipal Court's creation and powers are established in the Erie Home Rule Charter, Article 9. Pursuant to Article 8.03 of the Erie Home Rule Charter, the Municipal Judge must be an attorney licensed to practice law in good standing in the State of Colorado who is appointed to and may be removed from the position by a majority vote of the Town Councilmembers then in office.

The Municipal Judge shall be appointed to serve a definite term of one year at compensation fixed by resolution of the Town Council and may be reappointed for subsequent terms. Removal during a term shall be only for cause, as defined by Title 13, Article 10, of the Colorado Revised Statutes, as amended.

The Municipal Judge shall be responsible to the Town Council; shall formally report to Town Council at least once annually, and more often upon Town Council's request; and shall perform such duties as provided by ordinance.

Pursuant to Erie Municipal Code 4-8-2, the Municipal Judge shall also serve as the Town's Local Licensing Authority for both liquor and marijuana licensing matters.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this RFP.

The Town is an Equal Opportunity Employer.

Project Background and Description

The Erie Municipal Court adjudicates violations of the Town's municipal ordinances. The court is generally in session on the second and third Monday of each month. The court holds trials and hearings on the third Tuesday of each month. Local Licensing Authority matters are also heard on the third Tuesday of each month at 1:00 P.M. Court staff may consult the Municipal Judge during standard business hours regarding non-routine court

issues. The court docket schedule is as follows:

2nd Monday of each month:

Adult Criminal Arraignments	9:00AM
Interpreter (every other month)	11:00AM
Pre-Trial Conferences	11:00AM
Juvenile Arraignments	1:30PM & 2:30PM
JV Hearings/Restitution/Show Cause	2:00PM
Juvenile Reviews	3:00PM

3rd Tuesday of each month:

Trials/Evidentiary Hearings at 9:00AM
Local Licensing Authority Hearings at 1:00PM

3rd Monday of each month:

Adult Traffic	9:00AM
	10:30AM
	1:30PM
Pre-Trial Conferences	11:00AM
Adult Hearing/Restitution/SCH	2:00PM
Adult Reviews	3:00PM

This is a contract position, and the successful candidate will enter into an agreement for Municipal Judge Services Agreement.

Project Manager Information

The Project Manager for this project is Danielle Trujillo, Court Administrator. All questions related to this proposal should be submitted by email to bids@erieco.gov by 5:00 **pm** local time, on **December 13, 2024**. All answers to questions received will be sent by email by **December 19, 2024**. No phone calls will be accepted.

Scope of Work

The Municipal Judge shall provide applicable services including the following:

- Preside over court sessions, interpret and apply the law, make legal rulings, and ensure that the proceedings are conducted fairly and according to established legal procedures.
- Adopt rules and regulations to conduct the business of the Municipal Court and Local Licensing Authority.
- Serve as the Town's Local Licensing Authority, conducting hearings as required.
- Formally report to Town Council at least once annually.

Submittal and Evaluation Criteria

Candidates must submit a written proposal and resume no later than 5:00 P.M. on January 6, 2025, addressed to:

Town of Erie
Attention: Danielle Trujillo, Court Administrator
bids@erieco.gov

All submittals and questions will be acknowledged via email. Submittals should include,

at a minimum:

1. Relevant training and experience.
2. Disclosure of any conflicts of interest you may have with the Town.
3. Cost proposal, including detail on billing structure and rates.
4. Details regarding your existing workload and how you will fit this contract into your existing work priorities.
5. Provide a list of references with whom you have worked in the past five years. If you have provided Municipal Court Judge services to municipalities in the recent past, please submit those references as well.

Minimum qualifications:

1. Attorney licensed to practice law and in good standing in the State of Colorado.
2. Ability to meet the time requirements of the Town.
3. Ability to determine compliance with applicable laws and ordinances.
4. Demonstrate excellent character, integrity, reputation, judgment, experience, and efficiency.
5. Knowledge of Colorado Municipal Court Rules, Rules of Criminal Procedure, Criminal Rules of Evidence, and Model Traffic Code.
6. Experience practicing law or presiding on the bench in Municipal Court is preferred.
7. Must submit to a criminal background check.

Selection Process

The Town's selection committee will perform an initial screening and may interview multiple candidates. Finalist(s) will be selected for interviews with the Town Council and will be asked to appear before Town Council on February 18, 2025 or another date selected by the Town.

The Town reserves the right to withdraw this RFP entirely, to reject any and all proposals, to waive irregularities or informalities in proposals, and to re-advertise for proposals if desired.

Execution of the attached form of Municipal Judge Services Agreement will be required. By submitting a Proposal, you accept the terms of this Agreement as stated.

Anticipated Key Dates

The following is the anticipated schedule of events for the RFP process:

RFP Issued:	Monday, December 2, 2024
Questions Accepted Until:	Friday, December 13, 2024 By 5:00 P.M.
Responses to Questions Submitted:	Thursday, December 19, 2024 By 5:00 P.M.
Proposals Due by:	Monday, January 6, 2025 By 5:00 P.M.
Interviews with staff:	Wednesday, January 22, 2025
Interviews with Town Council:	Tuesday, February 18, 2025
Anticipated date of appointment and swearing in:	Tuesday, March 25, 2025
Anticipated start date:	Monday, April 14, 2025

Municipal Judge Services Agreement

This Municipal Judge Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, (the "Town"), and _____, an individual with an address of _____ ("Judge _____") (each a "Party" and collectively the "Parties").

Whereas, the Erie Town Council hereby appoints Judge _____ as the Town's Municipal Judge pursuant to Sections 8.03 and 9.01(4) of the Town's Home Rule Charter;

Whereas, the Erie Town Council desires to set the compensation of Judge _____; and

Whereas, Judge _____ desires to accept the appointment of Municipal Judge and the salary contained herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. Judge _____ is hereby appointed for a one-year term, commencing on _____, 2024, and continuing through _____, 2025.

2. Duties. Judge _____ shall preside as Judge over regular and special sessions of the Erie Municipal Court. Judge _____ shall also preside over the Town's Local Licensing Authority for both liquor and marijuana licensing matters.

3. Compensation. Judge _____ shall be compensated at a rate of \$_____ per month, for two court sessions each month, one court session for trials and evidentiary hearings, if needed, and one session for the Local Licensing Authority hearings; provided that, if the trial and evidentiary session is not needed, the compensation shall be \$_____ per month.

4. Other Covenants. Judge _____'s performance and salary shall be reviewed by the Town Council prior to the expiration of this Agreement. Pursuant to C.R.S. § 13-10-105(2) and Section 8.03(1) of the Town's Home Rule Charter, Judge _____ may only be removed for cause.

5. Miscellaneous.

A. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications. Nothing herein shall be deemed to create any terms, conditions or obligations in addition to those provided for in Sections 8.03 and 9.01 of the Town's Home Rule Charter, Section 1-4-2 of the Erie

Municipal Code, or C.R.S. § 13-10-105, nor is anything herein intended to change the nature of the Municipal Judge position as an appointed position under the Section 9.01(4) of the Town's Home Rule Charter and C.R.S. § 13-10-105(1). This Agreement is simply intended to memorialize the term and salary of the Municipal Judge.

B. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

C. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently

appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Mayor

Attest:

Debbie Stamp, Town Clerk

Judge

[Insert Judge's Name]

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____.

My commission expires:

(Seal)

Notary Public