

Request for Proposals

City of Lone Tree
Municipal Judge



City of Lone Tree
9220 Kimmer Drive, Suite 100
Lone Tree, CO 80126

December 30, 2024

Introduction

Electronic proposals will be received by the City of Lone Tree (the “City”) through email to lindsey.white@cityoflonetree.com or through submittal on Rocky Mountain Bid Net until **5:00 PM, Mountain time, January 27, 2025** for the **City of Lone Tree 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 services for which the Proposal is requested consists of:

The City of Lone Tree Municipal Court’s powers are established in the Lone Tree Home Rule Charter, Article 8, Section 2. The Municipal Judge must be an attorney currently licensed to practice law in good standing in the State of Colorado who is appointed by City Council for a term of two (2) years, and may be removed by the Council for cause. Compensation is set by City Council.

[Chapter 2, Article II](#) of the Lone Tree Municipal Code provides framework for the operation of the municipal court. The Municipal Judge shall be responsible to the City Council; shall formally report to City Council at least once annually, and more often upon City Council's request; and shall perform such duties as provided by the City's Charter and ordinances. The ideal Municipal Judge candidate would be a leader in the municipal court community, participating in state-wide committees and other programs to ensure the municipal court complies with legislative changes. Experience as a Municipal Court Judge and in municipal and criminal law is strongly preferred.

The City is an Equal Opportunity Employer and also participates in PERA.

Project Background and Description

The Lone Tree Municipal Court adjudicates violations of the City’s municipal ordinances. The court is generally in session on the 1st, 2nd and 3rd Thursday of each month with the 4th Thursday reserved for jury trials on an as needed basis. The court holds bench trials and hearings on the second Friday of each month. Court staff may consult the Municipal Judge during standard business hours regarding non-routine court issues. The typical court docket schedule is attached as **Exhibit A**.

This is a contract position, and the successful candidate will enter into an agreement for Municipal Judge Services Agreement (see attached standard form of agreement, **Exhibit B**)

Project Manager Information

The Project Manager for this RFP is Lindsey White, Court Administrator. All questions related to this proposal should be submitted by email to lindsey.white@cityoflonetree.com by 5:00 **pm mountain** time, on **January 10, 2025**. All answers to questions received will be sent by email by **January 17, 2025**.

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.
- Formally report to City 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 27, 2025, addressed to:

City of Lone Tree Attention: Lindsey White, Court Administrator lindsey.white@cityoflonetree.com

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 City.
3. Cost proposal, including detail on billing structure and rates (i.e hourly, monthly retainer, etc.).
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 City.
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 criminal or municipal law or presiding on the bench in Municipal Court is strongly preferred.
7. Must submit to a criminal background check to determine any adverse information which may affect a proposer's minimum qualifications.

Selection Process

The City's selection committee will perform an initial screening and may interview multiple candidates. Finalist(s) will be selected for interviews with the selection committee consisting of 2 City Council representatives and executive staff.

The City 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 30, 2024
Questions Accepted Until:	Friday, January 10, 2025 By 5:00 P.M.
Responses to Questions Submitted:	Friday, January 17, 2025 By 5:00 P.M.
Proposals Due by:	Monday, January 27, 2025 By 5:00 P.M.
Proposals Review:	January 28 - February 14
Interviews with Selection Committee:	Mid to late February - TBD
Anticipated date of appointment by Council:	Tuesday, March 4, 2025
Anticipated start date:	Thursday, April 3, 2025

EXHIBIT A
LONE TREE MUNICIPAL COURT SCHEDULE

Lone Tree Municipal Court Schedule

1st Thursday of each month– Half Day (1:00 pm to 5:30 pm)

1:00pm -2:00pm	Virtual Hearings
2:00pm -2:30pm	Restitution Hearings
2:30pm -4:00pm	Payment Reviews, Mandatory Reviews, & Show Cause
3:30pm- 4:30pm	Traffic (This intentionally overlaps with the above setting)

2nd and 3rd Thursday of each month – All Day

8:30am-12:00pm	Criminal Cases
	8:30am-9:30am: Last names A-M
	9:30am-10:30am: Last names N-Z
	10:30am-12:00pm: Interpreter cases
12:00pm-1:00pm	Lunch
1:00pm-2:00pm	Pre-Trial Conferences
2:00pm-3:00pm	Attorney appearance time
3:00pm-4:00pm	Juvenile criminal cases
3:00pm	Bond Returns
3:30pm-4:30pm	Traffic (Adult and Juvenile)

2nd Friday of each month

10:00 am – 2:00 pm	Bench Trials
	-Criminal or Traffic w/ witness (other than PD) set for 1 hr
	-Traffic w/ only officer as witness – 30 minutes

4th Thursday of each month

8:00 am-4:00pm	As needed for Jury Trials
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EXHIBIT B
MUNICIPAL JUDGE SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
(Presiding Municipal Judge)**

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 20____, by and between _____ (the “Presiding Municipal Judge”) and the **CITY OF LONE TREE, COLORADO**, a home rule municipal corporation of the State of Colorado (the “City”), each a “Party” and collectively, “the Parties.”

WHEREAS, the City Council is authorized by Article VII, Section 2, of the Lone Tree Home Rule Charter to appoint a Presiding Municipal Judge to preside over the Municipal Court; and

WHEREAS, the City Council desires to appoint _____ to the position of Presiding Municipal Judge; and

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and the Presiding Municipal Judge agree as follows:

SECTION 1. Compensation and Benefits. As authorized in the Appointment Resolution, the Presiding Municipal Judge shall be paid the sum of _____ per month. The Presiding Municipal Judge shall not be considered an employee subject to the City’s personnel code or policies, if any, and therefore the Presiding Municipal Judge shall not be entitled to any of the benefits afforded employees of the City. The Presiding Municipal Judge shall not be entitled to reimbursement of expenses, unless such expenses are approved by the City Council.

SECTION 2. Independent Contractor. The Presiding Municipal Judge shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City. This Agreement does not require the Presiding Municipal Judge to work exclusively for the City. This Agreement shall not be interpreted as the City dictating or directing the Presiding Municipal Judge's performance or the time of performance beyond a range of mutually agreeable court session, but shall be interpreted as the Presiding Municipal Judge's offer and City acceptance of terms and conditions for performance. The Presiding Municipal Judge's business operations shall not be combined with the City by virtue of this Agreement, and the City will not provide any training to the Presiding Municipal Judge beyond that minimal level required for performance of the Services. The Parties acknowledge that the Presiding Municipal Judge may require some assistance or direction from the City in order or the Services to meet the City's contractual expectations.

SECTION 3. Liability for Employment-Related Rights and Compensation. The City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to the Presiding Municipal Judge or any other liabilities whatsoever, unless otherwise specifically provided herein. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any

kind or type to or for the Presiding Municipal Judge including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation, disability, injury, or health; professional liability insurance, errors and omissions insurance. Notwithstanding the foregoing, the City, as an associated member of PERA, shall make the required employer contributions to PERA as required pursuant to C.R.S. § 24-51-1101(2). The following disclosure is provided in accordance with Colorado law:

PRESIDING MUNICIPAL JUDGE ACKNOWLEDGES THAT PRESIDING MUNICIPAL JUDGE IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS FROM THE CITY. PRESIDING MUNICIPAL JUDGE FURTHER ACKNOWLEDGES THAT PRESIDING MUNICIPAL JUDGE IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. PRESIDING MUNICIPAL JUDGE ALSO ACKNOWLEDGES THAT PRESIDING MUNICIPAL JUDGE IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

SECTION 5. Administrative Support. The City, through legislative appropriation of funds for operation of the municipal court, shall at all times provide suitable facilities for conduct of the public sessions of municipal court, as well as the administrative functions of the office of clerk of the municipal court. The City shall have the exclusive right to designate the courtroom facilities, and the location of the office of the municipal court staff.

SECTION 7. Limited Purpose. This contract shall in no manner shall limit or restrict the powers, duties and prerogatives of the Presiding Municipal Judge under applicable statutes or the other ordinances or regulations of the City of Lone Tree. In the event of such conflict, the offending provision or provisions of this agreement shall be null and void, and entirely severable from the other provisions of this contract.

SECTION 8. Term. The Term of this Professional Services Agreement shall commence on April 1, 2025 and shall terminate on December 31, 2027. This Professional Services Agreement shall automatically be renewed for two-year terms (commencing from the first City Council meeting in January of even number years until the next first City Council meeting in January of the following even numbered year) unless terminated by either Party. Prior to the expiration of any of the Judge's two year terms of appointment, the City may remove Mr. Gresh as provided in Article VIII, Section 2 of the Home Rule Charter.

SECTION 9. Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor and the Presiding Municipal Judge has signed and executed this Agreement, both in duplication, as of the day and year first above written.

CITY OF LONE TREE

By: _____
Marissa Harmon, Mayor

Date: _____

ATTEST:

By: _____
Patricia Levya, City Clerk

APPROVED TO FORM:

By: _____
Linda C. Michow, City Attorney

PRESIDING JUDGE:

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ___ day of _____, 20 __, by _____.

My commission expires: _____

(S E A L)

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative