

PERSONAL SERVICE AGREEMENT FOR MUNICIPAL JUDGE

The City of Fruita, located at 325 E. Aspen, Suite 155, Fruita, Colorado, 81521 County of Mesa, State of Colorado, herein referred to as City, hereby retains Daniel Robinson of Robinson and Burkey, LLC of 747 Rood Avenue, P.O. Box 1712, Grand Junction, CO 81501, herein referred to as Judge.

SCOPE OF SERVICES

Judge shall hear and try all alleged violations of ordinance provisions of the City of Fruita and any other matters delegated to municipal courts of record by Colorado law, and agrees to faithfully perform the duties of Presiding Municipal Judge of the Fruita Municipal Court assigned to him to the best of his ability. Judge shall maintain a license to practice law in the state of Colorado as required by the Fruita City Charter. Judge shall have all the judicial powers relating to the operation of the court, subject to any rules of procedure governing the operation or conduct of municipal courts promulgated by the Colorado Supreme Court and shall have the authority to issue local rules of procedure consistent with any rules of procedure adopted by the Colorado Supreme Court. Matters not provided for governing the operation of the municipal court in the Fruita Municipal Code and Fruita City Charter shall be governed by the provisions of C.R.S. 13-10-103 thru 13-10-125.

The schedule for municipal court sessions is established by Judge subject to availability of courtroom facilities, city staff, and with sufficient advance notice to the police department of any changes in the dates and times of court sessions.

The City Council may appoint Associate Judge(s) as may be necessary to perform the duties of Judge in the case of temporary absence, sickness, disqualification or other inability of Judge to act as Presiding Municipal Judge.

COMPENSATION

Compensation shall be two thousand eight hundred sixty four dollars (\$2,864.00) per month based on court sessions generally being held four times per month with an average of 5 hours per week spent on court business. Compensation will be adjusted annually in the same manner and amount as cost of living adjustments are administered for city employees. Judge is considered a part-time employee of the City. As a part-time employee, Judge shall not be entitled to retirement, health or dental insurance, or other benefits afforded to full time employees of City, except as determined to be required pursuant to state law.

Pursuant to Senate Bill 20-205 (8-13.3 Part 4 C.R.S.), Judge shall be deemed to accrue sick leave at the rate of 9 hours per year, effective January 1, 2021, up to a maximum accrual of 48 hours. This is calculated based on 5 hours of work per week times 52 weeks per year for a total of 260 hours per year divided by 30 hours for a total of 8.67 hours of eligible sick leave per year. Any unused sick leave may be carried forward to a subsequent year up to the maximum accrual of 48 hours.

TERM

This agreement shall be in effect for a two (2) year term from January 1, 2024 through December 31, 2025. Pursuant to the Fruita City Charter, Judge shall serve at the pleasure of the Fruita City Council and this Agreement may be terminated at any time by the Fruita City Council. Judge may terminate this Agreement upon sixty (60) days written notice to the Fruita City Council. At the termination of this Agreement in any manner, the payment to the Judge of compensation earned to the date of such termination shall be in full satisfaction of all claims against City under this Agreement.

ANNUAL REVIEWS

The Fruita City Council shall conduct an annual review of the Judge pursuant to Article V of the Fruita City Charter. The annual review shall occur in November of each year. The procedure for the annual review shall be established by the City Council and may include publication and/or posting of a notice to the public to invite comment on the performance of Judge. The Fruita City Council may also conduct an informal review of Judge in May of each year.

OFFICE AND EQUIPMENT

City shall provide Judge with suitable courtroom facilities including necessary books, supplies, uniforms and furniture for the proper conduct of the business of the court as determined by the City. City shall also provide a municipal court clerk and bailiff to assist the Judge with municipal court proceedings and operations. The municipal court clerk and bailiff shall have such duties as delegated by law and court rule and shall work with the Judge for the efficient and effective administration and operation of Municipal Court. Judge shall work with the supervisors of the court clerk and/or bailiff to address any issues with the provision of said services.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed this 21st day of November, 2023.

Joel Kincaid
Mayor

Daniel R. Robinson
Municipal Judge

ATTEST:

Margaret Sell
City Clerk