

PROSECUTING ATTORNEY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and between the Town of New Castle, Colorado, hereinafter referred to as “the Town” and John Collins of John C. Collins, P.C., hereinafter referred to as “Prosecuting Attorney”, this 16 day of April, 2024.

WITNESSETH:

WHEREAS, the Town requires personal services of a legal nature, as more fully set forth below; and

WHEREAS, John Collins of John C. Collins, P.C., is fully qualified, through experience and education, and where required by state or local law, is duly licensed to perform such services, and is ready, willing and able to help the Town in carrying out such services personally as set forth herein; and

WHEREAS, the Town has reviewed and evaluated the Prosecuting Attorney’s qualifications and deems that the Prosecuting Attorney is qualified to perform the services set forth herein; and

WHEREAS, the Town desires to contract with the firm of John C. Collins, P.C., for performance of services, with John Collins being designated as the lead municipal prosecutor.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

AGREEMENT:

1. **Contractor.** The Town hereby agrees to engage and compensate the Prosecuting Attorney, and the Prosecuting Attorney agrees to personally perform the services hereinafter described subject to the conditions hereinafter set forth.
2. **Scope of Services.** The Prosecuting Attorney agrees to perform and carry out satisfactorily and in a proper manner, those duties and work toward the specific needs of the Town Council as agreed upon by the Prosecuting Attorney and the Town Council. The Prosecuting Attorney agrees to devote his best efforts in the performance of services provided hereunder (the “Services”), which Services are expected to average 8 – 10 hours per month.
 - a. The Prosecuting Attorney shall prosecute ordinance violations before the Town’s Municipal Court.

- b. The Prosecuting Attorney shall attend all arraignments and trials, as set by the Municipal Judge and Court Clerk.
 - c. The Prosecuting Attorney shall advise the New Castle Police personnel of legal matters relating to enforcement of ordinances by the department.
 - d. The Prosecuting Attorney shall perform such other duties as may be prescribed for him by the Town Council or the Town Administrator.
 - e. The Prosecuting Attorney shall engage an alternate attorney at no additional expense to the Town in the event he is unable to perform the agreed upon duties.
 - f. In the event of a Municipal Court Order or the Prosecuting Attorney finds it necessary to retain a Special Prosecutor because Prosecuting Attorney has a conflict of interest on a matter, compensation to the Special Prosecutor will be paid by the Prosecuting Attorney.
 - g. The Prosecuting Attorney is hired as special counsel for municipal prosecution pursuant to Article VIII, Section 8.1, of the New Castle Charter.
3. **Term.** The term of this agreement shall be two (2) years from the effective date, and thereafter shall automatically renew for additional two (2) year periods, unless the Prosecuting Attorney provides notice to terminate sixty (60) days prior to the expiration of the then current term.
 4. **Termination.** The Prosecuting Attorney may terminate this agreement upon sixty days written notice to the Town. Pursuant to Article VIII, Section 8.1, of the Town Charter, the Town Council may remove the Prosecuting Attorney at any time with or without cause. Such termination shall in no way prejudice the payment due the Prosecuting Attorney for Services rendered through the date of termination, nor prejudice the Town's right to receive Services through the date of termination if desired by the Town. The Prosecuting Attorney hereby waives those rights that may be afforded by C.R.S. § 31-4-307 with regard to the termination of this Agreement, provided nothing herein shall be deemed an admission that such statute applies.
 5. **Agreement Subject to Appropriations.** Notwithstanding any provision to the contrary, any payments to the Prosecuting Attorney beyond the fiscal year in which this Agreement is signed shall be subject to annual budgeting and appropriation as required by the Colorado Constitution. If the Town fails to make or maintain sufficient appropriations to pay any costs incurred under this Agreement, then the Agreement shall be terminated immediately. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Town to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Town to or in aid of any person, company or corporation within the meaning Colorado law.

6. **Compensation.**

- a. The Prosecuting Attorney will be paid at the rate of \$800.00 per month for all attorney and other legal professionals' time, regardless of the number of hours worked in a given month, plus customary costs including telephone and mailing charges and costs for the preparation of photographic and video evidence. The Prosecuting Attorney will not bill the Town separately for paralegal or legal assistant time.
- b. The Prosecuting Attorney shall provide monthly billing statements to the Town.

7. **Miscellaneous.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein, there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in the courts located in Garfield County, Colorado, and the parties consent to the jurisdiction and venue of such courts. The Parties hereto understand and agree that the Town is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as amended from time to time, or otherwise available to the Town. The parties consent to the use of electronic signatures hereon, which shall be binding.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this ____ day of _____, 2024.

TOWN OF NEW CASTLE

JOHN C. COLLINS, P.C.,

Mayor Art Riddile

John Collins

ATTEST:

Town Clerk Mindy Andis, C.M.C.