



**REQUEST FOR PROPOSALS
JANUARY 17, 2025**

TOWN OF CASTLE ROCK MUNICIPAL JUDGE RECRUITMENT

The Town of Castle Rock, Colorado, is requesting proposals from qualified Colorado attorneys-at-law to serve as the Town's next Municipal Judge. The previous Municipal Judge has retired after 38 years of service to the Town.

Proposal submission via email is preferred. Proposals shall be submitted in a single Microsoft Word or PDF file under 10MB and emailed to kread@CRgov.com. If electing to submit a hard copy proposal, we require one hard copy and one electronic copy on a jump drive, to be received at the Castle Rock Town Hall, 100 N. Wilcox St., Castle Rock, Colorado, 80104 via ATTN: Kristin Read. All proposals must be received before 5 p.m. MDT (our clock) on February 17, 2025. (Note: Town offices are closed this day for Presidents Day, so hard copy submissions would need to be submitted by 5 p.m. February 14, 2025.)

All questions should be submitted in writing via email to Kristin Read at kread@CRgov.com no later than 3 p.m. MDT (our clock) on Friday, January 31, 2025. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage hosted by Bidnet.

The Town of Castle Rock reserves the right to reject any and all proposals and to waive any irregularities or informalities. The selected candidate(s) shall be expected to sign a service contract with the Town (see sample attached to this Request for Proposals).

Sincerely,

Kristin Read
Assistant Town Manager
Town of Castle Rock
100 N. Wilcox St.
Castle Rock, CO 80104

I. OVERVIEW & BACKGROUND

A. Overview:

Nestled just south of Colorado's capital city, Castle Rock is a thriving world-class community. With more than 85,000 residents, Castle Rock values its small-Town character, its traditional Downtown core and its regular community events. Castle Rock is a full-service municipality, providing police, fire, emergency medical, parks, recreation, roads and water services.

Slated to grow to 120,000 to 140,000 residents, the Town will continue to provide high-quality services while preserving the community's history and heritage. At the same time, the Town will remain physically freestanding from the rest of the metro area. In order to preserve their rich traditions and quality of life, Castle Rock residents effectively manage change. The community works to enhance the Town's self-sufficiency and foster a strong local economy, making Castle Rock an attractive place to work and own or start a business.

The Castle Rock Municipal Court has jurisdiction over violation of Town ordinances. The court handles traffic, parking, animal and misdemeanor criminal offenses that have occurred within Castle Rock Town limits. The present caseload is about 3,000 cases per year, with roughly half being traffic, 10% being other offenses and the remainder being parking citations.

Municipal Court is in session the second (all day) and fourth (morning) Wednesdays of each month at 100 Perry St. Traffic cases are heard by videoconference. Assistant and substitute judges are called to preside over Municipal Court hearings for the presiding judge due to illness, vacation or recusal.

Court staff may consult the Municipal Judge during standard during business hours regarding non-routine court issues. The present workload of the position, including the two court sessions, is about 16 hours per month.

The Municipal Judge may also serve as the Town's Local Licensing Authority for liquor licensing matters. This involves roughly six hearings per year, which are scheduled around the hearing officer's availability.

II. SCOPE OF PROPOSAL

A. Anticipated Schedule

The following represents the Town's target schedule for the RFP. The Town reserves the right to amend the target schedule at any time.

- Question deadline: 3 p.m. MDT (our clock) on January 31, 2025
- Proposal due date: 5 p.m. MDT (our clock) on February 17, 2025
(Note: Town offices are closed this day for Presidents Day, so hard copy submissions would need to be submitted by 5 p.m. February 14, 2025.)
- Award of contract: Second Quarter 2025

B. Scope of Work:

The Municipal Judge works with the Court Administrator and Court staff in a professional and courteous manner to establish and maintain processes and procedures to ensure efficient and legally defensible courtroom practices. Judicial functions include, but are not limited to, the following:

- Presiding over court sessions, interpreting and applying the law, making legal rulings, and ensuring that proceedings are conducted fairly and according to established legal procedures
- Making legal decisions based on the facts presented and applicable laws; adjudicating cases by listening to evidence, determining the guilt or innocence of the accused; and imposing appropriate penalties when necessary
- Interpreting and applying the law to specific cases, ensuring that legal principles are correctly understood and followed
- Upholding the principles of due process, ensuring that all parties involved in a case are treated fairly and have the opportunity to present their case
- Completing all training for Municipal Judges as required by the Colorado Supreme Court

C. General Notes:

The Town may or may not proceed with any proposals based on costs, alignment with Town priorities or other factors that may be determined through this process.

Finalists must satisfactorily complete a criminal background check prior to entering into an agreement to serve as the Town's Municipal Judge.

D. Proposal Format

Please submit proposals in 8 1/2 x 11" page size for all sections. Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Please, no embedded documents. Proposals that do not conform to these requirements may be rejected.

E. Laws and Regulations

Municipal Judge candidates agree to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances.

F. Agreement

This is a contract position, and the successful candidate will be expected to sign a Town service contract, a sample of which is attached for reference. Please note any specific changes or exceptions to this agreement for the Town to consider. The Town will only consider specific recommendations included in this submittal.

Per Town Code, the current appointment will be for a term ending in January 2026, with the judge eligible to be reappointed for subsequent terms. Regular appointments are for two-year terms, with no term limit.

G. Compensation

Compensation may be negotiated based on scope of work and range of experiences. As indicated in the service contract, the Municipal Judge will be paid an annual amount in regular biweekly installments in consideration of discharge of all duties, obligations and responsibilities as Municipal Judge. Additionally, the Town may authorize the reimbursement of expenses for professional training or education.

Liquor Licensing Authority hearings are compensated on a per-hearing basis.

III. PROPOSAL SUBMITTAL

For this section, candidates are required to provide detailed written responses to the following items. The responses shall be considered technical offers of what candidates propose to provide and shall be incorporated in the contract award as deemed appropriate by the Town. A proposal that does not include all the information required may be deemed nonresponsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that candidates include each of the Town's questions, with their response immediately following the question.

The Town of Castle Rock shall not reimburse any candidates for costs incurred in the preparation and presentation of their proposals.

A. Requirements/Experience

Section 5-2 of the Town Charter provides the requirements to be Municipal Judge: "Every municipal court judge shall throughout the term of office be an attorney-at-law admitted to practice law in the State of Colorado, and shall have a minimum of five years' experience in the active practice of law at the time of appointment." Please provide a cover letter and resume that verify these requirements, as well as that address the following, at a minimum:

- Judicial experience (if applicable) and background and experience with Colorado Municipal Court Rules, the Rules of Evidence, the Model Traffic Code, and general principles of criminal law, nuisance law, and constitutional law
- Ability to meet the time requirements of being in attendance on the bench by describing existing workload and any time conflicts in meeting the current court schedule of all day the second Wednesday of the month and the morning of the fourth Wednesday of the month
- A description of any disciplinary actions to which you may have been subjected and verification of good standing
- Information on any potential conflicts of interest that could arise if appointed as Castle Rock's Municipal Judge, including information on any intentions of maintaining an active law practice if appointed
- Answers to the following questions:

- a. The Municipal Court operates using FullCourt records management software. Are you open to learning and proficiently using this system if appointed Municipal Judge?
- b. Due to the limited court hours, court staff may require prompt attention to legal questions and the signing of motions or warrants. Are you able to provide responses and necessary signatures via email within 24 to 48 hours?

- At least three references

B. Compensation Proposal

1. Submit annual compensation expectation for duties as Municipal Judge as described herein.
2. Submit per hearing compensation expectation for duties as the Town's Local Licensing Authority.

IV. REVIEW AND ASSESSMENT CRITERIA

A. Evaluation Criteria

Proposals will be assessed based on a combination of qualifications, experience, cost, fit for the community, and ability to meet the Town's time requirements. Preference will be given to candidates with at least 10 years of experience in the active practice of law, with additional preference for those who have experience presiding as a judge.

B. Interviews

A Selection Committee that includes the Mayor, one other Town Council member, members of Town staff and at least one member of the community will review submissions. Following the committee's evaluation of proposals, candidates will be invited to interview with the committee and may also be invited to interview with the entire Town Council, which makes the sole decision to hire or contract a Municipal Judge. Any candidate selected for an interview will be provided more information at that time.

V. TERMS AND CONDITIONS

The selected candidate will enter into an agreement with the Town. The contract will be a services contract, and not an employment contract. The Town will not provide any employment benefits, nor shall it be required to provide an office, nor any support services during the course of the contract. The Assistant Town Manager will oversee the contract.

The Town must be contacted prior to any change of scope in the work to be performed after the original contract is signed, when such changes are expected to result in an increase of cost in excess of quoted fees, prior to commencement of the work. An agreed change of scope in the work to be performed shall be documented as an amendment to the services contract and be accepted by all parties.

Confidentiality

Proposals submitted to the Town for consideration shall be subject to the Colorado Open Records Law, Section 24- 72-201, et seq., C.R.S. (the "Open Records Law"). Any confidential information in the submitter's proposal shall be clearly identified as such; provided, however, that the Town reserves the right, at its sole discretion, to release for inspection or copying all or any portion of any proposal submitted pursuant to this request if it deems it necessary or appropriate to do so under the Open Records Law.

RFP Amendments

The Town reserves the right to amend this Request for Proposals by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments to this RFP will be posted on Rocky Mountain Bidnet and available to all potential respondents. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date of receipt of proposals, an addendum will be issued announcing the new date.



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Presiding Municipal Judge)**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2025 (the “Execution Date”), by and between the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the “Town”), and _____ (the “Contractor”). (Collectively, the Town and the Contractor shall be referred to as the “Parties”).

RECITALS:

- A. The Town Council is authorized by Section 5-2 of the Castle Rock Home Rule Charter and Section 2.20.020 of the Castle Rock Municipal Code to appoint a Presiding Municipal Judge to preside over the Castle Rock Municipal Court (the “Municipal Court” or “Court”);
- B. For this purpose, the Town Council has issued a Request for Proposals from qualified attorneys with expertise in municipal and criminal law to serve as the Presiding Municipal Judge;
- C. The Contractor has timely submitted a Proposal to the Town Council;
- D. Section 2.20.020.D of the Castle Rock Municipal Code authorizes the Town Council to enter into an agreement with the Contractor setting forth the terms of compensation and benefits, as well as other administrative matters; and
- E. The Town and the Contractor wish to memorialize these matters pursuant to the terms and conditions more fully described in the following Agreement and Exhibit.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Town and the Contractor agree as follows:

Section 1. Duties. The Contractor shall preside over regular and special sessions of the Municipal Court, interpreting and applying the law, making legal rulings, and ensuring that all proceedings are conducted fairly and in accordance with established legal procedures.

Section 2. Compensation and Benefits. As authorized by Resolution No. 2025-____ (the “Appointment Resolution”), the Contractor shall be paid the sum of \$_____ per annum, in regular biweekly installments, in consideration of the Contractor’s discharge of all duties, obligations and responsibilities as Presiding Municipal Judge. The Contractor shall not be considered an employee of the Town. As such, the Contractor shall not be subject to the Town’s Personnel Guidelines, nor the Contractor shall be entitled to any of the benefits afforded to employees of the Town. Subject to appropriation of sufficient revenues therefor, the Town may



authorize the reimbursement of reasonable expenses incurred by the Contractor for professional training or education.

Section 3. Independent Contractor. The Contractor shall perform all services hereunder as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employment or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as dictating or directing the Contractor's performance or the time of performance with the exception of a range of mutually agreeable Court sessions, but shall be interpreted as the Contractor's offer and the Town's acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement; provided, however, that the Parties acknowledge that the Contractor may require some assistance or direction from the Town in order to meet the Town's contractual expectations.

Section 4. Insurance; Taxes. The Town 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 Contractor, 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, or errors and omissions insurance. The Contractor acknowledges that the Contractor is not entitled to unemployment benefits or workers' compensation benefits from the Town, and is solely obligated to pay federal and state income tax on any moneys paid pursuant to the Agreement.

Section 5. Term. The term of this Agreement shall commence on the Execution Date and expire on January 6, 2026. (the "Term"). The Town may remove the Contractor at any time throughout the Term for cause in accordance with the provisions of Section 13-10-105(2), C.R.S.

Section 6. Maintenance of Law License. At all times throughout the Term, the Contractor shall maintain a valid law license and be in good standing with the Colorado Supreme Court. The Contractor shall immediately report to the Town any reprimand, public censure, suspension, or revocation of the Contractor's law license.

Section 7. Appointment of Substitute Judges. In the event that, at any time throughout the Term and for any reason, the Contractor is unavailable to preside over the Municipal Court, the Town Council reserves the right to appoint an assistant and/or substitute judges to assure the efficient operation of the Municipal Court. The Town Council may solicit the input of the Contractor as to who may be appropriate candidates to serve as an assistant and/or substitute judge; provided, however, that the final decision regarding any such appointment shall be within the Town Council's sole discretion.

Section 8. Administrative Support. The Town, through the annual appropriation of funds for the operation of the Municipal Court, shall provide suitable facilities for the conduct of the public sessions of the Municipal Court and the administrative functions of the office of the Court Administrator; provided, however, that the Town shall have the exclusive right to designate



the location of the courtroom facilities and the office of the Court Administrator and Municipal Court staff.

Section 9. CJIS Security Addendum. The Parties acknowledge that, in order to perform part of the services provided under the Agreement, the Contractor must have unescorted access to physical and/or electronic criminal justice information (“CJI”). The Colorado Bureau of Investigation (“CBI”) requires all government contractors who have unescorted access to physical or electronic CJI to have a written agreement that includes a completed Criminal Justice Information Services Security Addendum, in a form approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in 28 CFR § 20.33(a)(7) (the “CJIS Security Addendum”). The CJIS Security Addendum, attached hereto as *Exhibit A*, is hereby incorporated in this Agreement by this reference. The Contractor shall execute the CJIS Security Addendum and provide a copy thereof to the Town.

Section 10. Limited Purpose. This Agreement shall, in no manner, limit or restrict the powers, duties, and prerogatives of the Contractor under the Colorado Constitution and any applicable state statute, the Castle Rock Home Rule Charter, and the Castle Rock Municipal Code.

Section 11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado as well as the Castle Rock Home Rule Charter, and the Castle Rock Municipal Code. Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado.

Section 12. Colorado Governmental Immunity Act. The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 13. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings.

Section 14. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties.

Section 15. 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.

ATTACHED EXHIBITS:

EXHIBIT A – CJIS SECURITY ADDENDUM

(Signature page to follow)

CON-____ - ____



IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement as of the date first written above.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Kristin Read, Assistant Town Manager

CONTRACTOR:

[Insert Name]



EXHIBIT A

**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.

CONTRACTOR

[Insert Name]

Date