

**CONTRACT FOR  
TEMPORARY SERVICES TO THE CITY  
COUNCIL ASSOCIATED WITH THE  
GRAND JUNCTION MUNICIPAL  
CITY OF GRAND JUNCTION, COLORADO**

The parties to this contract are Kristin Brown, P.O. Box 253, Longmont, CO 80502 ("Special Assessor") and the City of Grand Junction, Colorado 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado 81501 ("the City.") Special Assessor and the City are referred to collectively herein as "the Parties."

The City desires to contract with Special Assessor to temporarily assist the City Council with evaluating the performance of the Municipal Judge for the City;

The Special Assessor has agreed to contract with the City to provide Services as a Special Assessor;

NOW THEREFORE, for the mutual covenants and considerations described herein, the parties agree as follows:

1. ROLE OF SPECIAL ASSESSOR AND SCOPE OF WORK: Special Assessor agrees to provide consultation, evaluation and opinion to the City Council and/or Special Counsel Marni Kloster related to the City's municipal court, including but not necessarily limited to assisting with the review and evaluation of the Municipal Judge Care McInnis. The Special Assessor's tasks are referred to herein as "Services," "the Services" or "Work" or "the Work."
2. At the conclusion of her Work the Special Assessor shall make recommendations to the City Council in a form required by the City Council at that time. The Special Assessor shall treat her Work as confidential attorney-client communications and/or attorney work product.
3. FEES AND EXPENSES FOR MATTERS WITHIN THE SCOPE OF WORK: The City agrees to pay the Special Assessor for Services at an hourly rate of two hundred and twenty-five Dollars (\$225) per hour plus any applicable travel expenses approved by the City Council and/or Special Counsel.<sup>1</sup>
4. BILLING AND COMPENSATION: Special Assessor shall submit monthly invoices to the City for matters included in this Contract. Monthly invoices for Work

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<sup>1</sup> Travel by Special Assessor will be billed at \$100 per hour with a maximum of 5 hours each way from the front range to Grand Junction. As to travel related expenses, the City will reimburse for reasonable hotel and/or flight and/or rental car expenses incurred in travel to Grand Junction.

performed under this Contract shall include a brief description of the Work performed, the length of time it took to perform the Work to the nearest tenth of an hour, the date that the Work was performed, the fee for the Work, and an itemized list of expenses, reimbursable at cost, associated with the Work as approved by the City Council and/or Special Counsel. All invoices (s) shall be submitted by Special Assessor as soon as possible after the end of each calendar month and are due and payable by the City within thirty (30) day of receipt by the City.

5. TERM: Subject to the terms of Paragraph 6, below, this Contract shall remain in full force and effect beginning March 15, 2018 and on a month to month basis, as requested by the City Council and/or Special Counsel and/or City Manager and subject to the appropriation of funds in the City's budget.
6. TERMINATION: Either of the Parties may terminate this Contract for any reason or for no reason by giving fourteen (14) days written notice to the other party. Upon termination by either party, the City agrees to pay to Special Assessor all fees and expenses for services performed prior to the date of termination.
7. CONFLICTS: Special Assessor agrees not to undertake representation of any person or entity in a manner adverse to the City's legal interests during the term of the Contract. Further, Special Assessor agrees that, to the best of her actual knowledge, Special Assessor, nor anyone in her firm who will be performing or providing Services has personal, business, or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of the Special Assessor or the Services she will be providing to and for the City. Special Assessor agrees to evaluate on an on-going basis whether, in her professional judgment, a conflict may become apparent or imminent. In the event that Special Assessor believes a conflict may develop, Special Assessor will immediately communicate with the City Council by and through its President and/or Special Counsel about the perceived, potential conflict of interest.
8. INDEPENDENT CONTRACTORS: Special Assessor shall be an independent contractor to the City and shall not be an employee. This Contract does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Neither Special Assessor nor her partners, of Counsel attorney(s), agent(s) or employee(s) shall be deemed to be an employee of the City for any purpose whatsoever, and Special Assessor shall not be eligible to participate in any benefit or compensation program provided by the City for its employees. Special Assessor shall be exclusively responsible for the payment of her own respective taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security, professional fees or dues.

9. ASSIGNMENT: Special Assessor shall not assign or transfer her interest in this Contract.
10. APPLICATION OF LAWS: This Contract shall be interpreted, construed, and governed according to the laws of the City of Grand Junction, State of Colorado.
11. DISPUTE RESOLUTION: Any controversy, dispute, or disagreement arising out of or relating to this Contract, or any breach thereof, shall, unless otherwise agreed to by the parties, be settled by confidential, informal, binding mediation with a mediator mutually acceptable to the Parties. Each party shall bear its own attorneys' fees and costs for such dispute resolution.
12. NOTICE: All notices required to be sent under this Contract shall be in writing and given by First Class U.S. Mail or via email or Personal Delivery addressed:

To Special Assessor: Special Assessor  
Attorney at Law  
Kristin Brown  
P.O. Box 253  
Longmont, CO 80502  
(303) 485-7079  
knbpc@msn.com

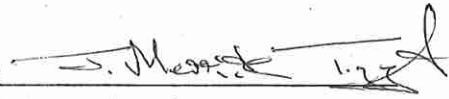
To the City: Special Counsel  
Attorney at Law  
Marni Kloster  
NDM  
7900 E. Union Ave.  
Suite 600  
Denver, CO 80237  
(303) 691-3737  
mkloster@ndm-law.com

Each Party shall have the continuing obligation to advise the other parties of any change of address.

13. AGREEMENT: This Contract embodies the entire agreement between the Parties, and there are no other agreements, oral or written, with reference to this Contract. In case any one or more of the provisions contained in the Contract shall be held unenforceable, the remaining provisions contained herein shall not be impaired thereby.
14. AMENDMENTS: No change or modification to this Contract shall be valid unless made in writing and signed by both Parties.
15. EFFECTIVE DATE: The effective date of this Agreement is March 15, 2018

SIGNED AND AGREED TO on behalf of the City of Grand Junction on this the <sup>23rd</sup> day  
of March 23, 2018.

City of Grand Junction

by: 

J. Merrick Rick Taggart, Mayor  
and President of City Council

SIGNED AND AGREED TO on the <sup>4</sup>20 day of March , 2018.



Kristin Brown  
Special Assessor