

**SUBJECT: APPROVAL OF CONTRACT WITH ADAM GOLLIN FOR
SPECIAL PROSECUTOR SERVICES**

DATE: APRIL 16, 2024

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

The City occasionally needs to hire a special prosecutor to perform duties that are outside the duties of the Prosecuting Attorney. Generally, this is to act as a prosecutor for show cause hearings for liquor and marijuana licensing violations at the Local Licensing Authority and hearings in front of the Building Code Board of Appeals. Adam Gollin has served in this capacity for many years. The proposed agreement formalizes the City's use of his services on an as-needed basis. Mr. Gollin will continue to act as an independent contractor.

FISCAL IMPACT:

The City's budget already includes funding for this type of professional services.

ATTACHMENT(S):

1. Agreement for Services

STRATEGIC PLAN IMPACT:

☒		Financial Stewardship & Asset Management	☒		Reliable Core Services
☐		Vibrant Economic Climate	☐		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

CONTRACT FOR SPECIAL PROSECUTION SERVICES

This Contract is made and entered this 16th day of April, 2024 (the "Effective Date") by and between the City of Louisville ("City"), a Colorado home rule municipal corporation and Adam M. Gollin ("Attorney").

WHEREAS, the City desires to engage Attorney to provide the City special prosecution services on an as-needed basis, including without limitation, for liquor and marijuana licensing violations, Code of Ethics complaints, building code appeals, and Municipal Court matters; and

WHEREAS, the Attorney is experienced in the field of prosecution and is willing and provide special prosecution services to the City.

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Services. The Attorney agrees to provide the City with special prosecution services on an as-needed basis, including without limitation, for liquor and marijuana licensing violations, Code of Ethics complaints, building code appeals, and Municipal Court matters (the "Services"). The Attorney acknowledges that this Contract does not grant any exclusive privilege or right to supply the Services to the City.

2. Compensation. The City agrees to pay the Attorney for the Services at the rate of \$155.00 per hour. The Attorney agrees to invoice the City within thirty (30) days of providing Services to the City, indicating the services performed, the time expended thereon, and the dates of service. Attorney's expenses for travel to and from Louisville shall not be billed separately to the City.

3. Term. The term of this Contract shall begin upon the Effective Date and shall continue until terminated by either party as provided in Section 7, below.

4. Compliance with Laws. The Attorney shall at all times during the term of this Contract comply with the Constitutions and applicable laws of the United States and the State of Colorado, Supreme Court rules, and the ordinances and resolutions of the City. The Attorney is currently licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Contract.

5. Independent Contractor. This Contract is one for independent contractor services. The Attorney is an independent contractor and shall not be considered an employee of the City for purposes of any federal or state law. The City shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Attorney, including but not limited to worker's compensation coverage, unemployment insurance benefits, disability insurance, errors and omissions insurance, vacation or sick leave, retirement contributions, or other benefits. The Attorney shall be

responsible for any federal and state income tax withholding on moneys earned pursuant to this Contract.

6. Termination. This Contract may be terminated by either party without cause or reason at any time by giving thirty (30) days written notice to the other party. In such event of termination, the Attorney shall reasonably assist the City in the transfer of services to a new special prosecutor in accordance with the rules governing professional responsibility for attorneys practicing in the State of Colorado.

7. Annual Budget/Appropriation. Nothing in this Contract is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Contract are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Contract to the contrary, in the event of non-appropriation, this Contract shall terminate effective December 31 of the then-current fiscal year.

8. Amendment. Any amendment to this Contract shall be in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

CITY OF LOUISVILLE

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

ATTORNEY

Adam M. Gollin