

## **Assistant Municipal Judge Services Agreement**

This Assistant Municipal Judge Services Agreement (the "Agreement") is made and entered into this 28th day of April, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipal corporation, (the "Town"), and Elizabeth Barajas, ("Judge Barajas") an individual.

Whereas, the Erie Town Council hereby appoints Elizabeth Barajas as the Town's Assistant Municipal Judge pursuant to Sections 8.03 and 9.01(4) of the Town's Home Rule Charter;

Whereas, the Erie Town Council desires to set the compensation of Judge Barajas;  
and

Whereas, Judge Barajas desires to accept the appointment of Assistant Municipal Judge and the salary contained herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. Judge Barajas is hereby appointed for a one-year term, commencing on April 29, 2026 and continuing through April 28, 2027.

2. Duties. The Assistant Judge shall preside as needed over the regularly scheduled sessions of the Erie Municipal Court and over such other Municipal Court sessions as may be necessary for the proper functioning of the Court. The Assistant Judge shall perform all such duties and exercise all such powers as are required of and vested in a municipal court judge by the Erie Home Rule Charter and Erie Municipal Code, and other applicable laws, regulations, and codes of conduct (including but not limited to the Colorado Code of Judicial Conduct) that are applicable to the position. The Assistant Judge shall also perform the administrative duties of a municipal judge if needed and preside as needed over the Erie Local Licensing Authority. The Assistant Judge acknowledges this Agreement does not grant any exclusive privilege or right to supply services to the City.

3. Removal or Resignation; Termination. During the term, the Assistant Judge may be removed from office by the affirmative vote of a majority of the Town Council members then in office for cause, as set forth in Title 13, Article 10 of the Colorado Revised Statutes, as amended. The Assistant Judge may also voluntarily resign by providing at least 30 days' advance written notice to the Town Council, unless a shorter notice period is agreed to by the Town Council. In the event of any such removal or resignation, or any other termination of this Agreement prior to the expiration of the term, the Assistant Judge shall be paid solely for services rendered through the effective date of such removal, resignation or termination.

4. Compensation. The Assistant Judge shall be compensated at a rate of \$130 per hour for services.

5. Additional Judges. The Town may employ, at the Town's expense, such other additional judges as the Town determines to be necessary or otherwise in the best interest of the Town during the term of this Agreement.

6. Other Covenants. The Assistant Judge's performance and salary may be reviewed by the Town Council prior to the expiration of this Agreement. Pursuant to C.R.S. 5 13-10-105(2) and Section 8.03(1) of the Town's Home Rule Charter.

7. Miscellaneous.

A. *Integration.* This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. Nothing herein shall be deemed to create any terms, conditions, or obligations in addition to those provided for in Sections 8.03 and 9.01 of the Town's Home Rule Charter, Section 1-4-2 of the Erie Municipal Code, or C.R.S. § 13-10-105, nor is anything herein intended to change the nature of the Municipal Judge position as an appointed position under the Section 9.01(4) of the Town's Home Rule Charter and C.R.S. § 13-10-105(1). This Agreement is simply intended to memorialize the term and salary of the Municipal Judge.

B. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

C. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement,

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *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.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties. This Agreement may only be amended by written instrument signed by the Assistant Judge, Mayor, and Town Clerk, after approval of such amendment by the Town Council.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys, or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

L. *Miscellaneous Provisions.* The parties agree that this Agreement is a personal services contract. This Agreement may be signed in counterparts. Faxed, electronic, and scanned signatures shall be accepted as originals.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

Judge Barajas

DocuSigned by:  
*Elizabeth Barajas*  
\_\_\_\_\_  
E650442A907145F...

## Certificate Of Completion

Envelope Id: 1A7FFD2C-35E4-4F2B-AB33-09FB1920E524	Status: Completed
Subject: Complete with Docusign: Elizabeth Barajas Services Agreement.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Danielle Trujillo
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	dtrujillo@erieco.gov
	IP Address: 50.206.104.130

## Record Tracking

Status: Original	Holder: Danielle Trujillo	Location: DocuSign
4/9/2026 4:34:39 PM	dtrujillo@erieco.gov	

## Signer Events

Elizabeth Barajas  
 barajas.3@gmail.com  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 E650442A907145F...

## Timestamp

Sent: 4/9/2026 4:35:40 PM  
 Viewed: 4/13/2026 7:44:54 AM  
 Signed: 4/13/2026 7:46:19 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 199.117.212.4

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/13/2026 7:44:54 AM  
 ID: 2ea64a2b-3555-448e-a54a-3dff88cda57

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Danielle Trujillo  
 dtrujillo@erieco.gov  
 Court Administrator  
 Town of Erie  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 4/13/2026 7:46:19 AM  
 Resent: 4/13/2026 7:46:20 AM  
 Viewed: 4/13/2026 8:22:24 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	4/9/2026 4:35:40 PM
Certified Delivered	Security Checked	4/13/2026 7:44:54 AM
Signing Complete	Security Checked	4/13/2026 7:46:19 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Completed	Security Checked	4/13/2026 7:46:19 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Town of Erie:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@erieco.gov](mailto:docusign@erieco.gov)

### **To advise Town of Erie of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Town of Erie**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [townclerk@erieco.gov](mailto:townclerk@erieco.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Town of Erie**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.