

## **Municipal Judge Services Agreement**

This Municipal Judge Services Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, (the "Town"), and Amanda Bailhache, an individual with an address of 312 E. Elm St. Lafayette, CO 80026 ("Judge Bailhache") (each a "Party" and collectively the "Parties").

Whereas, the Erie Town Council hereby appoints Judge Bailhache as the Town's 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 Bailhache; and

Whereas, Judge Bailhache desires to accept the appointment of 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 Bailhache is hereby appointed for a one-year term, commencing on April 8, 2025, and continuing through April 8, 2026.

2. Duties. Judge Bailhache shall preside as Judge over regular and special sessions of the Erie Municipal Court. Judge Bailhache shall also preside over the Town's Local Licensing Authority for both liquor and marijuana licensing matters.

3. Compensation. Judge Bailhache shall be compensated at a rate of \$2,500 per month for two full day court sessions each month; \$160 per hour for special or subsequent court sessions; and \$160 per hour for Local Licensing Authority services.

4. Other Covenants. Judge Bailhache's performance and salary may be reviewed by the Town Council prior to the expiration of this Agreement. Pursuant to C.R.S. § 13-10-105(2) and Section 8.03(1) of the Town's Home Rule Charter, Judge Bailhache may only be removed for cause.

5. 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.

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.

