

Assistant Municipal Judge Services Agreement

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

Whereas, the Erie Town Council hereby appoints _____ 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 _____; and

Whereas, Judge _____ 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 _____ is hereby appointed for a one-year term, commencing on April 1, 2026, and continuing through March 31, 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

State of Colorado)
)
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2026, by _____

My commission expires:

(Seal) _____
Notary Public