



TOWN OF CASTLE ROCK SERVICES AGREEMENT (Presiding Municipal Judge)

THIS AGREEMENT (the “Agreement”) is made and entered into this 6th day of January, 2026 (the “Execution Date”), by and between the **TOWN OF CASTLE ROCK**, a Colorado home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the “Town”), and **DAVID J. THROWER** (the “Contractor”). (Collectively, the Town and the Contractor shall be referred to as the “Parties”).

RECITALS:

- A. The Town Council is authorized by Section 5-2 of the Castle Rock Home Rule Charter and Section 2.20.020 of the Castle Rock Municipal Code to appoint a Presiding Municipal Judge to preside over the Castle Rock Municipal Court (the “Municipal Court” or “Court”);
- B. Section 2.20.020.D of the Castle Rock Municipal Code authorizes the Town Council to enter into an agreement with the Contractor setting forth the terms of compensation and benefits, as well as other administrative matters; and
- C. The Town and the Contractor wish to memorialize these matters pursuant to the terms and conditions more fully described in the following Agreement and Exhibit.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Town and the Contractor agree as follows:

Section 1. Duties. The Contractor shall preside over regular and special sessions of the Municipal Court, interpreting and applying the law, making legal rulings, and ensuring that all proceedings are conducted fairly and in accordance with established legal procedures.

Section 2. Compensation and Benefits. As authorized by Resolution No. 2026-____ (the “Appointment Resolution”), the Contractor shall be paid the sum of \$3,500.00 per month, in regular monthly installments, in consideration of the Contractor’s discharge of all duties, obligations and responsibilities as Presiding Municipal Judge. The Contractor shall not be considered an employee of the Town. As such, the Contractor shall not be subject to the Town’s Personnel Guidelines, nor the Contractor shall be entitled to any of the benefits afforded to employees of the Town. Subject to appropriation of sufficient revenues therefor, the Town may authorize the reimbursement of reasonable expenses incurred by the Contractor for professional training or education.

Section 3. Independent Contractor. The Contractor shall perform all services hereunder as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employment or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as dictating or directing the Contractor’s performance or the



time of performance with the exception of a range of mutually agreeable Court sessions, but shall be interpreted as the Contractor's offer and the Town's acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement; provided, however, that the Parties acknowledge that the Contractor may require some assistance or direction from the Town in order to meet the Town's contractual expectations.

Section 4. Insurance; Taxes. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor, including but not limited to coverage or benefits related to local, state, or federal income or other tax contributions, insurance contributions (e.g., FICA), workers' compensation, disability, injury, or health, professional liability insurance, or errors and omissions insurance. The Contractor acknowledges that the Contractor is not entitled to unemployment benefits or workers' compensation benefits from the Town, and is solely obligated to pay federal and state income tax on any moneys paid pursuant to the Agreement. Notwithstanding the independent nature of the agreement between the parties, it is agreed that pursuant to the Colorado Governmental Immunity Act, Section 24-10-101 et. seq., C.R.S., and/or any other provision of law, the Contractor is an appointed official of the Town entitled to any and all benefits of law pertaining to judicial and sovereign immunity and to coverage by the Town's insurance applicable to persons holding such a position for claims brought against them in their official capacity or arising out of their performance of official duties as described herein, in accordance with the terms, conditions, limits, and exclusions of such insurance as in effect from time to time.

Section 5. Term. The term of this Agreement shall commence on the Execution Date and expire on January 4, 2028. (the "Term"). The Town may remove the Contractor at any time throughout the Term for cause in accordance with the provisions of Section 13-10-105(2), C.R.S.

Section 6. Annual Appropriation. The Town's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Town Council and encumbered for the purpose of the Agreement. By the Agreement, the Town does not irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Town within the meaning of Article X, Section 20 of the Constitution of the State of Colorado, commonly referred to as the Taxpayer Bill of Rights (TABOR). If, at its sole discretion, the Town Council does not appropriate funds to make payments under the Agreement in a future fiscal year, the Agreement shall terminate on the final day preceding the first day of the first fiscal year for which funds are not appropriated and Contractor shall not be entitled to any Town funds other than those that were previously appropriated and encumbered for the purpose of the Agreement.

Section 7. Maintenance of Law License. At all times throughout the Term, the Contractor shall maintain a valid law license and be in good standing with the Colorado Supreme Court. The Contractor shall immediately report to the Town any reprimand, public censure, suspension, or revocation of the Contractor's law license.

Section 8. Appointment of Substitute Judges. In the event that, at any time throughout the Term and for any reason, the Contractor is unavailable to preside over the



Municipal Court, the Town Council reserves the right to appoint an assistant and/or substitute judges to assure the efficient operation of the Municipal Court. The Town Council may solicit the input of the Contractor as to who may be appropriate candidates to serve as an assistant and/or substitute judge; provided, however, that the final decision regarding any such appointment shall be within the Town Council's sole discretion.

Section 9. Administrative Support. The Town, through the annual appropriation of funds for the operation of the Municipal Court, shall provide suitable facilities for the conduct of the public sessions of the Municipal Court and the administrative functions of the office of the Court Administrator; provided, however, that the Town shall have the exclusive right to designate the location of the courtroom facilities and the office of the Court Administrator and Municipal Court staff.

Section 10. CJIS Security Addendum. The Parties acknowledge that, in order to perform part of the services provided under the Agreement, the Contractor must have unescorted access to physical and/or electronic criminal justice information ("CJI"). The Colorado Bureau of Investigation ("CBI") requires all government contractors who have unescorted access to physical or electronic CJI to have a written agreement that includes a completed Criminal Justice Information Services Security Addendum, in a form approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in 28 CFR § 20.33(a)(7) (the "CJIS Security Addendum"). The CJIS Security Addendum, attached hereto as *Exhibit A*, is hereby incorporated in this Agreement by this reference. The Contractor shall execute the CJIS Security Addendum and provide a copy thereof to the Town.

Section 11. Limited Purpose. This Agreement shall, in no manner, limit or restrict the powers, duties, and prerogatives of the Contractor under the Colorado Constitution and any applicable state statute, the Castle Rock Home Rule Charter, and the Castle Rock Municipal Code.

Section 12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado as well as the Castle Rock Home Rule Charter, and the Castle Rock Municipal Code. Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado.

Section 13. Colorado Governmental Immunity Act. The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 14. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings.

Section 15. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties.



Section 16. 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.

ATTACHED EXHIBITS:

EXHIBIT A – CJIS SECURITY ADDENDUM

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement as of the date first written above.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Kristin Read, Assistant Town Manager

CONTRACTOR:

A handwritten signature in blue ink that reads "David J. Thrower".

David J. Thrower, Presiding Judge



EXHIBIT A

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

CONTRACTOR

A handwritten signature in blue ink, appearing to read "David J. Thrower".

January 6, 2026

David J. Thrower, Presiding Judge

Date