



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Liquor Hearing Officer)**

THIS AGREEMENT (the “Agreement”) is made and entered into this 6th day of May, 2025 (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 2.17.010.B of the Castle Rock Municipal Code to appoint a Hearing Officer to act as the Local Liquor Licensing Authority for the Town of Castle Rock (the “Town”);
- B. The Hearing Officer shall have sufficient knowledge and expertise to apply and enforce the Colorado Liquor Code, Colorado Beer and Wine Code, Colorado Special Event Liquor Permit Code, and Colorado Liquor Rules;
- C. The Town Council may appoint the Presiding Judge of the Castle Rock Municipal Court (the “Municipal Court Judge”) as the Hearing Officer;
- D. The Town Council shall also establish compensation for the Hearing Officer;
- E. The Contractor has recently been appointed to serve as the Municipal Court Judge;
- F. The Town and the Contractor wish to memorialize the terms of compensation and other related matters as more fully described in the following Agreement.

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

Section 1. Duties. At such time as may be requested by the Town, the Contractor shall conduct hearings and issue decisions as the Local Liquor Licensing Authority for the Town, 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. 2025-039 (the “Appointment Resolution”), the Contractor shall be paid on a per-hearing basis at the following rates:

For the first hour and any pre-hearing preparation/research	\$250.00/hour
Any Hearing Officer services performed thereafter	\$150.00/hour



The Contractor shall submit monthly invoices to the Town for any Hearing Officer services performed during the preceding month. The Town agrees to submit payment within thirty (30) days from the date the invoice is received. The total cumulative amount paid to the Contractor under this Agreement shall not exceed the sum of \$10,000.00 per fiscal year.

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 Hearing Officer 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 shall continue at the pleasure of the Town Council. Both the Town and the Contractor shall have the right to terminate this Agreement with or without cause at any time with thirty (30) days' written notice to the other party. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, the Contractor shall turn over all work product, materials, and deliverables produced up to the date of termination.

Section 6. 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 7. 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 8. 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 9. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings.

Section 10. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties.

Section 11. 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.

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

Lisa Anderson, Town Clerk

CONTRACTOR:



David J. Thrower