

**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Assistant Municipal Judge)**

DATE: _____

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

LILITH ZOE COLE, an individual, 1956 Lawrence Street, #701, Denver, Colorado 80202 (“Contractor”).

RECITALS:

- A. The Town has concurrently appointed Contractor as the Assistant Municipal Judge of the Castle Rock Municipal Court pursuant to Resolution No. 2022-____ (“Appointment Resolution”), Section 5-2 of the Town's Home Rule Charter and Chapter 2.02 of the Castle Rock Municipal Code (the “Code”).
- B. Section 2.20.020(D) of the Code authorizes the Town Council to enter into an engagement agreement with the Assistant Municipal Judge to address compensation and benefits as well as other administrative matters.

COVENANTS:

THEREFORE, in consideration of these mutual promises, the Parties agree and covenant as follows:

Section 1. Compensation and Benefits. As authorized in the Appointment Resolution, the Contractor shall be paid the sum of up to \$500 per session in consideration of Contractor's discharge of all duties, obligations and responsibilities as Assistant Municipal Judge. The Contractor shall not be considered an employee subject to the Town's personnel code or policies and, therefore, the Contractor shall not be entitled to any of the benefits afforded employees of the Town. Subject to the annual appropriation of sufficient revenues, the Town may authorize the reimbursement of expenses incurred by the Contractor for professional training or education.

Section 2. Term. The term of this Agreement shall be two years, as provided in Section 2.20.020(C) of the Code. The Town may remove the Contractor as provided in Section 13-10-105 C.R.S., as amended from time to time.

Section 3. Duties. Contractor shall provide Assistant Municipal Judge duties as assigned by the Presiding Municipal Judge.

Section 4. Limited Purpose. This Agreement is entered into for the limited purposes authorized under chapter 2.20.020 of the Code and in no manner shall limit or restrict the powers, duties and prerogatives of the Municipal Judge under the Town's Home Rule Charter,

applicable statutes, or the other provisions of the Code. In the event of such conflict, the offending provision or provisions of this Agreement shall be null and void, and entirely severable from the other provisions of this Agreement.

Section 5. Independent Contractor. Contractor and Town hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 6. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 7. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 8. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. 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.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

CONTRACTOR:

Michael J. Hyman, Town Attorney

DocuSigned by:

Lilith Zoe Cole

Lilith Zoe Cole

11/8/2021 | 12:33 PM MST