

**AMENDED AND RESTATED  
AGREEMENT FOR MUNICIPAL JUDGE SERVICES**

**THIS AMENDED AND RESTATED AGREEMENT FOR MUNICIPAL JUDGE SERVICES** (“Agreement”) is made and entered into by and between **DAVID J. THROWER** (hereinafter “Judge” or “JUDGE THROWER”) and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the “Town”) (together, the “Parties”). This Agreement shall be effective as of the date of mutual execution hereof by the Parties (“Effective Date”).

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the Board of Trustees previously appointed JUDGE THROWER to serve as the Municipal Judge by Resolution No. 53-R-2020 dated April 27, 2020 (the “2020 Appointment Resolution”); and

**WHEREAS**, the Town and the Judge executed that certain Agreement for Municipal Judge Services following the effective date of the 2020 Appointment Resolution (the “Prior Agreement”); and

**WHEREAS**, the Board of Trustees has reappointed JUDGE THROWER to continue to serve as the Municipal Judge by Resolution No. 92-R-2022, a copy of which is attached as **Exhibit A** and is incorporated herein by reference (the “Appointment Resolution”); and

**WHEREAS**, the Appointment Resolution contemplates the execution of this Agreement; and

**WHEREAS**, the Parties desire to amend and restate the Prior Agreement to, among other things, increase the Judge’s monthly compensation as set forth herein, and

**NOW, THEREFORE**, in consideration of the mutual undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that the Prior Agreement is hereby amended and restated in its entirety in accordance with this Agreement and further agree as follows:

- 1. JUDGE'S COMPENSATION.** The Judge has been appointed as the presiding Judge of the Town of Mead Municipal Court. The Judge’s compensation shall be paid at the rate of one thousand five hundred dollars (\$1,500.00) per month commencing on December 1, 2022. The Judge shall be further compensated at the rate of two hundred dollars (\$200.00) per day for any additional court date(s) beyond one arraignment docket and one trial date currently scheduled each month. The Judge shall submit an invoice for the judicial services to the Town within thirty (30) days following the end of a calendar month in which judicial services are rendered, and the Town shall pay such invoice within twenty (20) days of receipt. The

compensation rates set forth herein shall be effective for the term of this Agreement, without modification unless agreed by the Parties in writing.

2. **JUDGE’S SCOPE OF SERVICES.** The Judge shall be responsible for all typical duties of the presiding Municipal Court Judge as set forth in applicable provisions of the Mead Municipal Code (“MMC”), and as dictated by the Colorado Municipal Court Rules and the Colorado Code of Judicial Conduct. The Judge shall at all times during the term of this Agreement comply with the Colorado Municipal Court Rules, the Constitutions and applicable laws of the United States and the State of Colorado, and the ordinances, resolutions and regulations of the Town. The Judge shall be licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Agreement.
3. **ANNUAL BUDGET/APPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, the Town is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the Town other than funds appropriated for the payment of current expenditures. All payment obligations of the Town under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Town.
4. **INDEPENDENT CONTRACTOR.** This Agreement is one for independent contractor services. The Judge is appointed to this position by the Board of Trustees pursuant to MMC Sec. 2-5-20. The Judge is an independent contractor and shall not be considered an employee of the Town for purposes of any federal or state law. The Town shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Judge, including but not limited to worker’s compensation, disability insurance, vacation or sick leave, retirement contributions, or other benefits. The Judge shall be responsible for any federal and state income tax withholding on moneys earned pursuant to this Agreement. Notwithstanding the independent nature of the agreement between the parties, it is agreed that pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et. seq. and or any other provision of law, the Judge 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.
5. **EFFECTIVE DATE.** This Agreement shall be effective on the Effective Date and shall continue until the term of the Judge ends. As set forth in the Appointment Resolution, the Judge’s term commences on the effective date of the Appointment Resolution and continues until the first meeting after compliance with C.R.S. § 31-4-401 by the members of the next succeeding Board of Trustees of the Town. The Parties acknowledge and agree that the Judge may be appointed to successive terms.

6. **TERMINATION WITHOUT CAUSE OR REASON.** This Agreement may be terminated for cause only as set forth in C.R.S. § 13-10-105(2) and MMC Sec. 2-5-20. The Judge may resign his position upon written notice to the Mayor and Town Manager.
7. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties. The Parties agree that on the Effective Date of this Agreement the Prior Agreement shall be terminated in its entirety.
8. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
9. **AMENDMENTS.** The terms and conditions of this Agreement may be modified only by the mutual written consent of JUDGE THROWER and the Board of Trustees.
10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.
11. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Amended and Restated Agreement for Municipal Judge Services as of the date(s) set forth below.

*[signature pages follow]*.

*[Town signature page to Amended and Restated Agreement for Municipal Judge Services]*

**TOWN OF MEAD**, a municipal corporation  
of the State of Colorado

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

Date of execution: \_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

*[signature page to Amended and Restated Agreement for Municipal Judge Services]*

**JUDGE: David J. Thrower**

By: \_\_\_\_\_  
David J. Thrower  
*[mailing address on file with  
the Town of Mead]*

Date of execution: \_\_\_\_\_, 2022

**Exhibit A**  
**Appointment Resolution**

**(note – executed copy of Resolution to be inserted)**

**TOWN OF MEAD, COLORADO**  
**RESOLUTION NO. \_\_\_\_-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPOINTING A MUNICIPAL COURT JUDGE AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AMENDED AND RESTATED AGREEMENT FOR MUNICIPAL JUDGE SERVICES**

**WHEREAS**, the Board of Trustees (“Board”) is required to appoint a Municipal Court Judge by Section 2-3-10(a)(5) and Section 2-5-20 of the *Mead Municipal Code* (“MMC”); and

**WHEREAS**, David J. Thrower (“Judge Thrower”) is currently serving as the Town’s Municipal Court Judge, pursuant to Resolution No. 53-R-2020 dated April 27, 2020; and

**WHEREAS**, MMC Sec. 2-5-20 states that the Municipal Court Judge may, at the discretion of the Board, be appointed to successive terms; and

**WHEREAS**, the Board desires to reappoint Judge Thrower for a term commencing on the effective date of this Resolution and continuing until the first meeting after compliance with C.R.S. § 31-4-401 by the members of the next succeeding Board of Trustees,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

**Section 1. Appointment.** Judge Thrower is hereby appointed as Municipal Court Judge subject to the execution and terms of that certain Amended and Restated Agreement for Municipal Judge Services, a copy of which is on file with the Town Clerk and is incorporated herein by reference (the “Amended Agreement”). The Board hereby authorizes the Mayor or Mayor Pro Tem to execute the Amended Agreement on behalf of the Town.

**Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

**Section 4. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS \_\_\_\_ DAY OF NOVEMBER, 2022.**

**ATTEST:**

**TOWN OF MEAD**

By \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By \_\_\_\_\_  
Colleen G. Whitlow, Mayor