

**CITY OF LITTLETON
FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is entered into on February 1, 2017 by and between Ethan Feldman whose business address is 6673 S. Sycamore Street, Littleton, Colorado 80120 (the “Contractor” or “Judge”) and the **CITY OF LITTLETON, COLORADO** (“City”), a Home Rule municipality of the State of Colorado. The City and the Contractor may be individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated February 1, 2015 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement;

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. Section 4.0 Term and Termination is hereby amended as follows:
 - a. The term of service shall be for a period of two years from the effective date of this First Amendment as set forth below. Termination of appointment shall be pursuant to Section 58 of the Littleton City Charter.
2. Exhibit A of the Agreement is hereby repealed and replaced in its entirety with the attached Exhibit A.
3. Effective Date. This Amendment shall be effective as of February 1, 2017.
4. No Other Modification. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect.

THIS AMENDMENT is executed and made effective as provided above.

ATTEST

CITY OF LITTLETON, COLORADO

By: _____
Wendy Heffner, City Clerk

By: _____
Mayor Beckman

APPROVED AS TO FORM

CONTRACTOR

By: _____
Ken Fellman, Acting City Attorney

By: _____
Hon. Ethan Feldman

EXHIBIT A

To Agreement between the City and Contractor, Ethan Feldman:

1. Scope of Services. The Contractor hereby agrees to and accepts responsibility to perform, among other things, the following services.
 - Insure coverage over all court sessions of the Littleton Municipal Court so that all cases are adjudicated in a timely manner. Contractor should work with the Clerk of the Court (Municipal Court Administrator) and with the City's appointed associate/substitute judges regarding scheduling of the court's docket and shall develop a plan in coordination with the Clerk of the Court (Municipal Court Administrator) demonstrating coverage of court sessions. Such plan shall be available for review by City Council, upon request.
 - Adjudicate civil and criminal cases arising under the City Charter, City code and other ordinances of the City of Littleton. This includes:
 - Explain the laws and system to offenders. Evaluate evidence, testimony and legal briefs.
 - Issue written findings as necessary.
 - Apply appropriate ordinances, code provisions and/or regulations. Impose fines and penalties as authorized by code or ordinance. Assess and direct the collection of civil penalties.
 - Order and enforce contempt, failure to appear, abatement of nuisance and other responsibilities prescribed by the City Charter, City code or ordinance.
 - Issue inspection and search warrants in accordance with applicable law.
 - Record changes to policies in court proceeding in the Judge's Bench Book on an annual basis.
 - Provide input on the revision and creation of City ordinances relevant to impacts on the Court or Court procedures.
 - Be responsible for developing, implementing and refining Court policies and procedures in collaboration with Court administrative personnel. Establish docketing, calendaring and case management policies and procedures. Keep abreast and current in the areas of Municipal court policies and leadership skills through related professional education, training and development.

- Be responsible for developing, implementing and refining Court policies and procedures and establishing quality control validation and auditing processes.
 - Provide relevant legal training, consultation, and assistance to Court staff as needed and appropriate on the state of the operation in the courtroom.
2. Compensation. The City agrees to compensate the Contractor for the performance of services detailed in Section 1, Scope of Services, as follows:

The Judge shall be compensated at the fixed annual amount of \$79,596, payable in monthly installments of \$6,633.00, subject to adjustment based on a fixed formula of hours worked multiplied by an hourly rate of \$99. For purposes of such adjustment, each morning or afternoon docket appearance on a Monday, Wednesday, or Thursday shall be deemed to be a three-hour session. Video arraignment/advisement session on non-docket/non-jury days shall be deemed to be a one-hour session. Review and issuance of probable cause warrants or review of probable cause statements on non-docket, non-trial days shall be deemed to be one-hour sessions. The Judge shall be compensated, up to a maximum of 12 hours per month, for administrative issues related to day-to-day court operations, written findings and other duties outside case adjudication. The Judge shall be compensated for actual time spent for jury trials and video arraignments on Fridays.

3. Addresses for Notices. The addresses for notices are as follows:

To the City: City Attorney
 2255 West Berry Avenue
 Littleton, Colorado 80120

To the Contractor: Ethan Feldman
 6673 S. Sycamore Street
 Littleton, Colorado 80120