

FOURTH AMENDMENT TO THE PERSONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT OF PERSONAL SERVICES AGREEMENT is made and entered into this _____ of _____, 2018 (the “Effective Date”), by and between the **TOWN OF ERIE**, a Colorado municipal corporation, hereinafter referred to as “**TOWN**” and **KRISTIN NORDECK BROWN, P.C.**, hereinafter referred to as “**PROSECUTING ATTORNEY.**”

WHEREAS, the Town previously entered into a Personal Services Agreement with Kristin Nordeck Brown, P.C., as Prosecuting Attorney for the Town of Erie, Colorado, which Personal Services Agreement was entered into and dated February 23, 1999, hereinafter referred to as “Personal Services Agreement;” and

WHEREAS, the Town and Prosecuting Attorney now desire to amend the Personal Services Agreement, as set forth in this Fourth Amendment to the Personal Services Agreement, (hereinafter referred to as “Fourth Amendment to Personal Services Agreement”).

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. Terms and words used herein shall have the same definition and meaning as those terms and words set forth and defined in the Personal Services Agreement unless specifically stated otherwise herein.

2. Paragraph 4., “Compensation,” of the Personal Services Agreement shall be deleted in its entirety and replaced with the following new Paragraph:

4. **Compensation.**

1. **Hourly Fee.** The Prosecuting Attorney will be paid at the rate of \$140.00 an hour. Time billed for paralegal time on any prosecution matter will be paid at \$60.00 an hour. Such fees may be changed upon agreement of both parties. The invoice for such fees will be paid within ten days of delivery of the invoice generated by the Prosecuting Attorney.

2. **Additional Fees.** Costs to include copy charges, fax charges and long distance charges will be reimbursed to the Prosecuting Attorney on a monthly basis. Other costs, to include those incurred by the Prosecuting Attorney, may be reimbursed at the discretion of the Town Administrator, or designee. Travel time and mileage to and from Erie shall not be considered reimbursable costs.

3. In the event of any conflict, inconsistency or incongruity between the provisions of this Fourth Amendment to Personal Services Agreement, the provisions of this Fourth Amendment to Personal Services Agreement shall in all respects govern and control.

4. This Agreement will go into effect January 1, 2019.

5. Except as specifically amended herein, all other terms and conditions of the Personal Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Personal Services Agreement to be signed and executed on the day and year first written above.

TOWN OF ERIE
a Colorado municipal corporation

PROSECUTING ATTORNEY

By: _____
Jennifer Carroll

By: _____
Kristin Nordeck Brown, P.C.

ATTEST:

By: _____
Jessica Koenig, Town Clerk