

**ORDINANCE NO. 1330**  
**SERIES 2024**

**AN ORDINANCE APPROVING THE SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL JUDGE SERVICES**

WHEREAS, on November 15, 2021, the City of Cortez (“City”) and Beth Padilla/Padilla Law (“Contractor”) entered into that certain PROFESSIONAL SERVICES CONTRACT - AGREEMENT BY AND BETWEEN THE CITY OF CORTEZ AND PADILLA/PADILLA LAW FOR MUNICIPAL JUDGE SERVICES, as amended by the AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL JUDGE SERVICES that was approved pursuant to Ordinance No. 1320, Series 2023 (collectively the “Agreement”); and

WHEREAS, pursuant to the Agreement, effective January 1, 2024, the Contractor’s salary is \$36,000.00 per year; and

WHEREAS, the City and the Contractor desire to increase the Contractor’s compensation effective January 1, 2025 to \$59,800.00, as more specifically described in the SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL JUDGE SERVICES (the “Second Amendment”) that is attached hereto and incorporated herein; and

WHEREAS, pursuant to Article VI, Section 2 of the Cortez City Charter, the Contractor’s compensation shall be fixed by ordinance from time to time.

NOW THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL THAT the SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL JUDGE SERVICES that is attached hereto and incorporated herein, is approved and the Mayor is authorized to sign the same.

REPEALER. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

SEVERABILITY. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION. Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

EFFECTIVE DATE. This ordinance shall be effective upon publication after final passage.

FIRST READING: This ordinance shall be considered on first reading on November 26, 2024, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time the City Council shall consider authorizing the ordinance to be considered for a public

hearing on second and final reading on December 10, 2024.

PUBLIC HEARING. This ordinance shall be considered for second and final reading on the December 10, 2024, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time and place all persons may appear and be heard concerning the same.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS 26th DAY OF NOVEMBER, 2024.

CITY OF CORTEZ

ATTEST:



LINDA L. SMITH, CITY CLERK

  
RACHEL B MEDINA, MAYOR

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 10TH DAY OF DECEMBER, 2024.

CITY OF CORTEZ

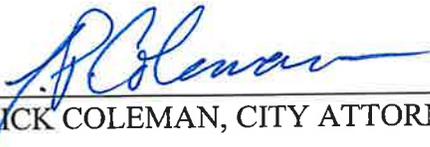
ATTEST:



LINDA L. SMITH, CITY CLERK

  
RACHEL B MEDINA, MAYOR

APPROVED AS TO FORM:



J. PATRICK COLEMAN, CITY ATTORNEY

SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR  
MUNICIPAL JUDGE SERVICES

1. On November 15, 2021, the City of Cortez (“City”) and Beth Padilla/Padilla Law (“Contractor”) entered into that certain PROFESSIONAL SERVICES CONTRACT - AGREEMENT BY AND BETWEEN THE CITY OF CORTEZ AND PADILLA/PADILLA LAW FOR MUNICIPAL JUDGE SERVICES, as amended by that certain AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL JUDGE SERVICES (collectively the “Agreement”).
2. Pursuant to Section 4.0 of the Agreement, the City shall pay the Contractor for services under the Agreement a total not to exceed the amounts set forth in Exhibit “B” attached and incorporated into the Agreement.
3. Pursuant to Section 4.0 of the Agreement, the payment amount for the Contractor’s services may be changed by a properly authorized amendment to the Agreement. The City and the Contractor desire to change the payment amount for the Contractor’s service pursuant to this SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL JUDGE SERVICES (this “Second Amendment”).
4. Effective January 1, 2025, upon approval of Ordinance No. 1330, Series 2024, authorizing the Mayor to execute this Second Amendment, the City and Contractor agree to amend Exhibit “B” of the Agreement to increase the Contractor’s compensation as follows: Fixed salary of \$59,800.00 per year. The City and Contractor acknowledge that the City’s multi-year financial obligation set forth in this Amendment is subject to the City making an annual appropriation of sufficient funds to satisfy its obligation, as required pursuant to C.R.S. § 29-1-110, and any failure to appropriate such funds shall be deemed as a termination of the Agreement without cause.
5. Article VI, Section 2 of the Cortez City Charter requires that the Contractor’s compensation shall be fixed by ordinance from time to time.
6. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. This Second Amendment may be executed using facsimile or electronic signatures and such signatures shall be given the authority of original signatures for purposes of executing and enforcing the validity of this Second Amendment.
7. Except as specifically amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

AGREED TO EFFECTIVE ON THE DATE OF THE LAST PARTY'S SIGNATURE BELOW:

BETH PADILLA/PADILLA LAW



Beth Padilla

12/14/24  
Date

THE CITY OF CORTEZ



Rachel B. Medina, Mayor

12-10-2024  
Date

ATTEST:



Linda Smith, City Clerk