

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 33-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
SERVICES BY AND BETWEEN THE TOWN OF MEAD AND
PROFESSIONAL MANAGEMENT SYSTEMS, LLC FOR FINANCIAL
SERVICES**

WHEREAS, the Board of Trustees previously approved that certain Agreement for Professional Services between Professional Management Systems, LLC and the Town of Mead for financial services dated November 13, 2019 (the “Agreement”); and

WHEREAS, the current term of the Agreement is scheduled to terminate on March 31, 2020; and

WHEREAS, the Town has need to extend such services until December 31, 2020 and provide for an increase in the Not-to-Exceed Amount to cover the extension of services; and

WHEREAS, a copy of the First Amendment to the Agreement (“Amendment”) making such changes is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

WHEREAS, the Board of Trustees desires to approve the Amendment in substantially the form attached to this Resolution and delegate authority to the Mayor to execute the Amendment on behalf of the Town of Mead.

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

Section 1. The Board of Trustees hereby: (a) approves the Amendment, extending the term of the Agreement to **December 31, 2020** and increasing the Not-to-Exceed Amount of the Agreement to **ninety-six thousand one hundred forty dollars and no cents (\$96,140.00)**, in substantially the same form as is attached hereto and incorporated herein; (b) authorizes the Town Attorney in cooperation with the Mayor to make any non-material changes to the Amendment that do not increase the Town’s obligations as may be necessary; and (c) authorizes the Mayor to execute the Amendment.

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

Section 3. 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 9th DAY OF MARCH, 2020.

ATTEST:

TOWN OF MEAD:

By: 
Mary E. Strutt, MMC, Town Clerk


By: 
Colleen G. Whitlow, Mayor



Exhibit 1
First Amendment to Agreement for Professional Services
(Financial Services)

Town of Mead, Colorado
FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Professional Financial Services

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (“First Amendment”) amends the Agreement for Professional Services entered into by and between **PROFESSIONAL MANAGEMENT SYSTEMS, LLC**, a Colorado limited liability company d/b/a Professional Management Solutions with offices at 130 E. 11th Place, Broomfield, Colorado 80020 (the “Contractor”) and the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the “Town”). The Town and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated November 13, 2019 (“PSA”), pursuant to which Contractor has been providing professional financial services for the Town and which will terminate on March 31, 2020; and

WHEREAS, Section II.A of the PSA allows the Parties to mutually agree in writing to extend the term of the PSA, and Section XII.F of the PSA requires any contract modifications to be in writing and signed by both Parties; and

WHEREAS, the Parties desire to extend the term of the PSA such that the Contractor may continue to provide financial services to the Town through December 31, 2020 and increase the number of hours each month Contractor provides financial services for the Town during the extended term; and

WHEREAS, the Parties further desire to increase the Not-to-Exceed Amount of the PSA from twenty-six thousand seven hundred fifty dollars and no cents (\$26,750.00) to a total of ninety-six thousand one hundred forty dollars and no cents (\$96,140.00) to cover the costs of the extended services.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the Town and the Contractor that the PSA shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into the PSA by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the PSA remain in full force and effect.
3. **Term.** Section II.A of the PSA is hereby amended to read in full as follows:
 - A. **Term.** This Agreement shall commence on the date of mutual execution of the Parties (the “Effective Date”) and shall continue through and including **December 31, 2020** (“Termination Date”). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.
4. **Not-to-Exceed Amount.** The Not-to-Exceed Amount in Section IV.A of the PSA is hereby increased from twenty-six thousand seven hundred fifty dollars and no cents (\$26,750.00) to **ninety-six thousand one hundred forty dollars and no cents (\$96,140.00)** for services rendered through December 31, 2020.

5. **Notices.** The mailing address for notices to Contractor set forth in Section XII.D of the PSA is hereby amended to read as follows:

Professional Management Systems, LLC
Attn: Lorraine Trotter
P.O. Box 1848
Broomfield, Colorado 80038

6. **Exhibit B.** Exhibit B to the PSA is hereby amended to read in full as follows:

Upon acceptance of this proposal, Professional Management Solutions will provide up to fifty-six (56) hours per month of financial consulting services at a rate of \$5,880.00 per month, prorated for the initial month based on the date of this Agreement. Unused consulting hours, if any, may be rolled over to the next month if the Town so requests by the 15th of any month. Additional consulting services above the contracted amount of fifty-six (56) hours per month will be billed at the rate of \$135.00 per hour.

7. **Conflict.** This First Amendment is and shall be construed as part of the PSA. In the case of any inconsistency between this First Amendment and the PSA, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Professional Services, to be effective as of the date of its mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

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SIGNATURE PAGE FOLLOWS

THIS FIRST AMENDMENT is executed and made effective as provided below.

TOWN OF MEAD, COLORADO:

ATTEST:



Mary Strutt, MMC, Town Clerk

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

Date of execution: March 9, 2020

PROFESSIONAL MANAGEMENT SYSTEMS, LLC:

By: Lorraine H. Trotter
Lorraine H. Trotter, President/Managing Partner

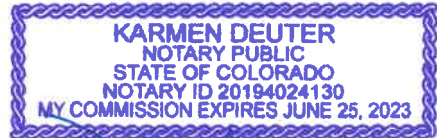
Date of execution: 03/04/2020

STATE OF Colorado)
COUNTY OF Weld) ss.

The foregoing First Amendment to Agreement for Professional Services was acknowledged before me this 4 day of March, 2020, by Lorraine Trotter as President/Managing Partner of Professional Management Systems, LLC.

Witness my hand and official seal.

My commission expires: 06/25/2023



Karmen Deuter
Notary Public

(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))