

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 96-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE
SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
SERVICES BY AND BETWEEN THE TOWN OF MEAD AND PRECISION
EMPLOYMENT CONSULTING, LLC FOR OUTSOURCED HUMAN
RESOURCES SERVICES**

WHEREAS, the Board of Trustees previously approved that certain Agreement for Professional Services between Precision Employment Consulting, LLC and the Town of Mead for outsourced human resources services dated January 13, 2020, and that certain First Amendment to Agreement for Professional Services dated March 9, 2020 (together, the “Agreement”); and

WHEREAS, the Agreement is scheduled to terminate on December 31, 2020; and

WHEREAS, the Board of Trustees desires to extend the term of the Agreement to December 31, 2021; and

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

WHEREAS, the Second Amendment extends the term of the Agreement through December 31, 2021 and fixes the Not-to-Exceed compensation for Precision Employment Consulting, LLC for calendar year 2021 at eighty thousand dollars (\$80,000.00); and

WHEREAS, the Board of Trustees desires to approve the Second Amendment in substantially the form attached to this Resolution and further desires to delegate authority to the Mayor to execute the Second 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 Second Amendment, extending the term of the Agreement to **December 31, 2021** and fixing the Not-to-Exceed compensation for calendar year 2021 at **eighty thousand dollars and no cents (\$80,000.00)**, 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 Second Amendment that do not increase the Town’s obligations as may be necessary; and (c) authorizes the Mayor to execute the Second Amendment on behalf of the Town.

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 14TH DAY OF DECEMBER, 2020.

ATTEST:

By: 
Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD:

By: 
Colleen G. Whitlow, Mayor

Exhibit 1
Second Amendment to Agreement for Professional Services
(Outsourced Human Resources Services)

**Town of Mead, Colorado
SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

Project/Services Name: Outsourced Professional Human Resources Services

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (“Second Amendment”) amends the Agreement for Professional Services entered into by and between **PRECISION EMPLOYMENT CONSULTING, LLC**, a Colorado limited liability company with offices at 5175 E. Atlantic Place, Denver, CO 80222 (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 January 13, 2020 as amended by that certain First Amendment to Agreement for Professional Services dated March 9, 2020 (collectively, the “PSA”), pursuant to which Contractor has been providing professional human resources services for the Town and which will terminate on December 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 human resources services to the Town through December 31, 2021.

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, 2021** (“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 set at **eighty thousand dollars and no cents (\$80,000.00)** for services rendered during calendar year 2021. Any increase in the Not-to-Exceed Amount set forth in the PSA shall be set forth in a written contract modification executed by both Parties.
5. **Conflict.** This Second Amendment is and shall be construed as part of the PSA. In the case of any inconsistency between this Second 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 Second Amendment shall control.

6. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Second Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Second Amendment may be executed by electronic signature, and that any 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 Second 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 Second Amendment.

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SIGNATURE PAGE FOLLOWS

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

TOWN OF MEAD, COLORADO:

ATTEST:

[Signature]
Mary Strutt, MMC, Town Clerk

By: [Signature]
Colleen G. Whitlow, Mayor

Date of execution: 12/14/2020

PRECISION EMPLOYMENT CONSULTING, LLC:

By: [Signature]
Elaine Alberding, Owner

Date of execution: 12/12/2020

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing Second Amendment to Agreement for Professional Services was acknowledged before me this 12 day of December, 2020, by Elaine Alberding as the owner/managing member of Precision Employment Consulting, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 11/27/2024

[Signature]
Notary Public

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

