

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 67-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A  
FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL  
SERVICES BETWEEN THE TOWN AND SAFE BUILT COLORADO, LLC FOR  
BUILDING OFFICIAL AND INSPECTION SERVICES**

**WHEREAS**, the Town of Mead (“Town”) is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

**WHEREAS**, the Town entered into that certain Agreement for Professional Services dated August 10, 2020 (“Agreement”) with SAFEbuilt Colorado, LLC (“Contractor”) pursuant to which Contractor provides building official and inspection services for the Town; and

**WHEREAS**, the Agreement provides that any amendments to the scope of services and compensation for Contractor must be amended in writing signed by the Parties and amendments to the Contractor’s compensation must be approved by the Board of Trustees; and

**WHEREAS**, the Board of Trustees desires to approve a First Amendment to Agreement for Professional Services with Contractor in substantially the form attached to this Resolution as **Exhibit 1** (the “First Amendment”); and

**WHEREAS**, the Board of Trustees further desires to delegate authority to the Mayor to execute the First Amendment on behalf of the Town once in final form.

**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 First Amendment in substantially the same form as is attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the First Amendment as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the First Amendment when in final form.

**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 29TH DAY OF AUGUST, 2022.**

**ATTEST:**

By: \_\_\_\_\_

Mary E. Strull, MMC, Town Clerk

**TOWN OF MEAD:**

By: \_\_\_\_\_

Colleen G. Whitlow, Mayor

Attachments to Resolution:

**Exhibit 1** – First Amendment to Agreement for Professional Services

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

**Project/Services Name: Building Official and Inspection Services**

**THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** (“First Amendment”) amends the Agreement for Professional Services entered into by and between **SAFEBuilt COLORADO, LLC**, a Colorado limited liability company and wholly owned subsidiary of SAFEBuilt, LLC, with offices at 3755 Precision Drive, Suite 140, Loveland, Colorado 80538 (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 August 10, 2020 (“Agreement”), pursuant to which Contractor was engaged to provide building official and inspection services (“Scope of Services”); and

**WHEREAS**, Sections I.B, IV.C, and XII.F of the Agreement allow the Agreement to be amended by a writing signed by both Parties; and

**WHEREAS**, the Parties desire to include additional services in the Scope of Services in **Exhibit A** to the Agreement and to amend the fee schedule in **Exhibit B** to the Agreement, as set forth in this First Amendment.

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

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into the Agreement 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 Agreement remain in full force and effect.
3. **Amended Scope of Services**. The Scope of Services in **Exhibit A** to the Agreement is amended to add the following services:

**OTHER SERVICES – NO COST TO TOWN**

- ✓ Training on Community Core Solutions Software
- ✓ Twelve (12) hours annually of volunteer time
- ✓ One (1) sponsorship of Town’s choice annually in the amount of \$1,500.00
  - Sponsorship shall not create a conflict of interest for Contractor
- ✓ Education and training on code updates upon request from Town

AS-REQUESTED PERMIT TECHNICIAN SERVICES

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements
- ✓ Form and maintain positive relationships with municipal staff and maintain a professional image
- ✓ Determine permit fees based on municipal fee schedule, if requested
- ✓ Work with municipal clerk to facilitate open records requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for municipal boards and commissions, if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies
- ✓ The as-requested permit technician services are provided at the hourly rate indicated in Exhibit B

4. **Compensation.** The following two rows are added to the table in **Exhibit B** of the Agreement:

Red Barn Development	50% of Town Fees
As-Requested Permit Technician Services	\$65.00/hour (one hour minimum)

5. **Conflict.** This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First Amendment and the Agreement, 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.
6. **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.
7. **Effective Date.** This First Amendment shall be effective on the first (1st) day of the month following the date of mutual execution of this Agreement by the Parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Professional Services to be effective as set forth herein. 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.

*SIGNATURE PAGES FOLLOW*

**THIS FIRST AMENDMENT is executed and made effective as provided herein.**

**TOWN OF MEAD, COLORADO:**

By: Colleen Whitlow  
Colleen G. Whitlow, Mayor

Date of execution: August 29, 2022

**ATTEST:**

Mary Strutt  
Mary Strutt, MMC, Town Clerk



**APPROVED AS TO FORM (excluding any exhibits):**

Marcus McAskin  
Marcus McAskin, Town Attorney

**CONTRACTOR:** SAFEBuilt Colorado, LLC,  
a Colorado limited liability company

By: Gary Amato  
Gary Amato, Chief Administrative Officer

Date of execution: August 22, 2022

STATE OF COLORADO )  
COUNTY OF Las Animas ) ss.

The foregoing First Amendment to Agreement for Professional Services was acknowledged before me this 23<sup>rd</sup> day of August, 2022, by Gary Amato as Chief Administrative Officer of SAFEBuilt Colorado, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: Jan 15, 2025

mao  
Notary Public  
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(1)))

