

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 16-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE  
FIFTH AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL  
SERVICES BY AND BETWEEN THE TOWN OF MEAD AND PROFESSIONAL  
MANAGEMENT SYSTEMS, S CORP, A COLORADO CORPORATION (DBA  
PROFESSIONAL MANAGEMENT SOLUTIONS), FOR FINANCIAL SERVICES**

**WHEREAS**, the Board of Trustees previously approved that certain Agreement for Professional Services between Professional Management Systems, a Colorado S Corporation dba Professional Management Solutions (“Contractor”) and the Town of Mead for financial services dated November 13, 2019, which has been amended by that certain First Amendment to Agreement for Professional Services dated March 9, 2020 and subsequent Second, Third and Fourth Amendments (together, the “Agreement”), pursuant to which Contractor has been providing professional financial services for the Town and which is currently scheduled to terminate on December 31, 2023; and

**WHEREAS**, in December of 2023, the Town released *Request for Proposal 2023-04 Admin – Request of Proposals Municipal Financial Services* (“RFP”); and

**WHEREAS**, two (2) qualified bidders responded to the RFP by the January 26, 2024 deadline and Town staff is recommending that the Town continue to retain the Contractor to provide financial services to the Town; and

**WHEREAS**, based on Staff’s recommendation, the Board of Trustees desires to extend the term of the existing Agreement to December 31, 2024 and set Contractor’s compensation for calendar year 2024; and

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

**WHEREAS**, the Fifth Amendment increases the not-to-exceed compensation amount for calendar year 2023 to ninety-five thousand five hundred dollars and no cents (\$95,500.00), extends the term of the Agreement through December 31, 2024 and establishes the not-to-exceed compensation for Contractor at ninety-nine thousand one hundred dollars and no cents (\$99,100.00) for calendar year 2024; and

**WHEREAS**, the Board of Trustees desires to approve the Fifth Amendment in substantially the form attached to this Resolution and further desires to delegate authority to the Mayor to execute the Fifth Amendment on behalf of the Town of Mead when 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 Fifth Amendment in substantially the same form as attached hereto and incorporated herein, which increases the not-to-exceed amount for the 2023 calendar year to **ninety-five thousand five hundred dollars and no cents (\$95,500.00)**, extends the term of the Agreement to **December 31, 2024** and sets the not-to exceed amount of the agreement for services rendered from January 1, 2024 through December 31, 2024 at **ninety-nine thousand, one hundred dollars and no cents (\$99,100.00)**; (b) authorizes the Town Attorney in cooperation with the Mayor and Town Manager to make any non-material changes, as may be necessary, to the Fifth Amendment that do


not increase the Town's obligations; and (c) authorizes the Mayor to execute the Fifth Amendment on behalf of the Town 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 12<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**ATTEST:**

By:   
Mary E. Strutt, MMC



**TOWN OF MEAD**

By:   
Colleen G. Whitlow, Mayor

**Exhibit 1**  
**Fifth Amendment to Agreement for Professional Services**  
**(Financial Services)**

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

**Project/Services Name: Professional Financial Services**

**THIS FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** ("Fifth Amendment") amends the Agreement for Professional Services entered into by and between **PROFESSIONAL MANAGEMENT SYSTEMS, S CORP**, a Colorado corporation (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 and that certain First Amendment to Agreement for Professional Services dated March 9, 2020 and subsequent Second, Third and Fourth Amendments (together, the "Agreement"), pursuant to which Contractor has been providing professional financial services for the Town through December 31, 2023; and

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

**WHEREAS**, the Parties desire to extend the term of the Agreement such that the Contractor may continue to provide financial services to the Town through December 31, 2024 and memorialize the number of hours each month Contractor provides financial services for the Town during the 2024 extension; and

**WHEREAS**, the Parties further desire to increase the Not-to-Exceed Amount of the Agreement to ninety-five thousand five hundred dollars (\$95,500.00) for calendar year 2023; and

**WHEREAS**, the Parties further desire to adjust the Not-to-Exceed Amount of the Agreement to ninety-nine thousand one hundred dollars (\$99,100.00) for calendar year 2024.

**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. **Term.** Section II.A of the Agreement 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, 2024** ("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 (Calendar Year 2023).** The Not-to-Exceed Amount in Section IV.A of the Agreement is hereby adjusted to **ninety-five thousand five hundred dollars (\$95,500.00)** for services rendered through December 31, 2023.
5. **Not-to-Exceed Amount (Calendar Year 2024).** The Not-to-Exceed Amount in Section IV.A of the Agreement is hereby set at **ninety-nine thousand one hundred dollars (\$99,100.00)** for services rendered from January 1, 2024 through December 31, 2024.
6. **Notices.** The mailing address for notices to Contractor set forth in Section XII.D of the Agreement is hereby amended to read as follows:  
  
Professional Management Systems, S Corp  
Attn: Lorraine Trotter  
P.O. Box 1848  
Broomfield, Colorado 80038
7. **Exhibit A.** Exhibit A to the Agreement is hereby superseded and replaced by Exhibit A attached to this Fifth Amendment.
8. **Exhibit B.** Exhibit B to the Agreement is hereby amended to read in full as follows:

Upon acceptance of this proposal, Professional Management Solutions will provide up to forty-four (44) hours per month of financial consulting services at a rate of \$5,280 per month. Unneeded 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 forty-four (44) hours per month will be billed at the rate of \$155.00 per hour.

9. **Conflict.** This Fifth Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this Fifth 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 Fifth Amendment shall control.
10. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Fifth Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Fifth 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 Fifth 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 Fifth Amendment.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGE FOLLOWS*

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

**TOWN OF MEAD, COLORADO:**

**ATTEST:**

Mary E. Strutt  
Mary Strutt, MMC, Town Clerk



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

Date of execution: February 12/2024

**PROFESSIONAL MANAGEMENT SYSTEMS, S CORP,**  
a Colorado corporation (d/b/a Professional  
Management Solutions)

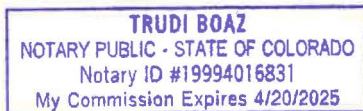
By: Lorraine H. Trotter  
Lorraine H. Trotter, President

STATE OF Colorado )  
COUNTY OF Weld ) ss.

The foregoing Fifth Amendment to Agreement for Professional Services was acknowledged before me this 12<sup>th</sup> day of February, 2024, by Lorraine H. Trotter as President of Professional Management Systems, S Corp, a Colorado corporation (d/b/a Professional Management Solutions).

Witness my hand and official seal.

My commission expires: 4-20-25



[SEAL]

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

**EXHIBIT A**  
**SCOPE OF SERVICES (2024)**

Services to be provided under this contract would include the following types of financial services as identified and requested by the Town:

1. **Consult on municipal finance and budget** issues, procedures, and reports with Town Manager, Administrative Services Director, and Town Board as needed and requested.
2. **Assist with oversight/review accounts payable, accounts receivable, cash receipting, payroll, and utility billing operations** throughout each month as required to verify accuracy and adherence to internal controls and procedures.
3. **Prepare and analyze monthly Financial Statements.** Discuss with management/staff and/or present to Town Board.
4. Prepare **monthly financial transactions or reconciliations** as desired, such as bank reconciliations, capital project reviews, grant tracking, preparation of journal entries, and reconciliation of various liability accounts.
5. **Review Caselle General Ledger** and associated subsystem updates (such as Accounts Payable, Accounts Receivable, Cash Receipting, Court Management, Payroll, Timekeeping, and Utility Management) each month to **balance and close each month.**
6. **Communicate with management/staff** regarding various financial issues, transactions or procedures, and **provide associated training** and/or recommendations as needed.
7. Manage and assist with **preparation for annual financial audit** by the Town's independent auditor, such as preparing reconciliation schedules for all major asset and liability accounts as requested by auditors; preparing/updating capital asset and depreciation schedules; preparing/updating long-term debt schedules; preparing year-end journal entries; reviewing drafts of annual Financial Statements; preparing Management's Discussion & Analysis; communicating with auditors; and preparing state compliance reports.
8. Assist with or handle **issues, problems, or tasks associated with taxes, banking, grants, intergovernmental revenues, interfund transactions, or unusual financial items.**
9. Manage, perform, or advise on **specific projects** such as adding subsystems to accounting systems, **budget development**, debt compliance, rate increases, long-range forecasting, financial negotiations or strategies, investment policies, and desktop procedure development.
10. Perform or assist with **financial duties during planned or unplanned staff leaves of absence or vacancies.**
11. Advise or **consult with management and staff on budgetary and financial policies.**

Contractor will perform duties required for this scope of work at Contractor's offices or on-site at the Town, at Contractor's discretion. This agreement anticipates frequent interaction between Contractor and Town staff, both on-site during regular business hours and through telephonic and electronic correspondence. The process, procedures, terms, and conditions under which the scope of work will be performed require the Town to arrange for Contractor's standard desktop and/or laptop computer(s) to remotely connect to Town's Caselle accounting system at Town's expense, if any.

Please note that assistance with issuance of debt would not fall under this Agreement but could be provided separately.