

RESOLUTION NO. 13-14

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO
APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR INTERIM FINANCIAL
MANAGEMENT SERVICES

WHEREAS, the City of Castle Pines ("City") is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, CliftonLarsonAllen, LLP (the "Consultant") currently is providing certain financial management and accounting services for the City in accordance with the terms of a professional services agreement with an effective date of August 9, 2012 ("Agreement"), as amended on December 21, 2012 ("First Amendment"); and

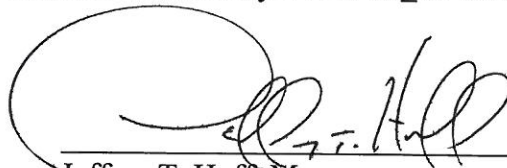
WHEREAS, the City Council and Consultant desire to amend the Agreement to change the designation of the City's Authorized Representative and to modify the scope of services and the not to exceed amount to an hourly rate schedule, as more fully described in the Second Amendment to the Professional Services Agreement Between the City of Castle Pines and CliftonLarsonAllen, LLP ("Second Amendment"), a copy of which is attached hereto and incorporated herein as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby approves the Second Amendment to the Professional Services Agreement between the City and the Consultant in the same form as that attached hereto as **Exhibit A**.

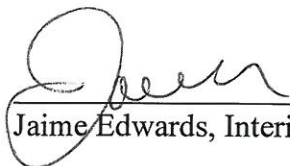
Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 6 in favor, 0 against and 1 absent this 14th day of May, 2013.



Jeffrey T. Huff, Mayor

ATTEST:



Jaime Edwards, Interim City Clerk

Approved as to form:



Linda C. Michow, City Attorney

EXHIBIT A
SECOND AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND
CLIFTONLARSONALLEN, LLP

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND
CLIFTONLARSONALLEN, LLP**

THIS PROFESSIONAL SERVICES AGREEMENT (“*Agreement*”) is made and entered into this 14th day of May, 2013, by and between the **CITY OF CASTLE PINES**, a Colorado municipal corporation (the “*City*”), and **CliftonLarsonAllen, LLP**, a Minnesota limited liability partnership (the “*Consultant*”). The City and the Consultant may be collectively referred to as the “*Parties*” and each individually as “*Party*”.

RECITALS AND REPRESENTATIONS

WHEREAS, the Consultant represents to the City that the Consultant has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the Consultant is currently providing financial management and accounting services to the City through that certain Professional Services Agreement with an effective date of August 9, 2012, as amended (“*Agreement*”); and

WHEREAS, the City and Consultant previously approved an amendment to the Agreement dated December 21, 2012 (“*First Amendment*”) to extend the term and to set a not to exceed compensation amount; and

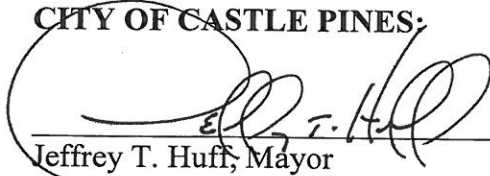
WHEREAS, in recognition of the City’s recent appointment of a Deputy Treasurer to perform the financial and accounting services of the City, the City and Consultant agree to further amend the Agreement as set forth herein.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, agree to amend the Agreement between the parties dated August 9, 2012, as follows:

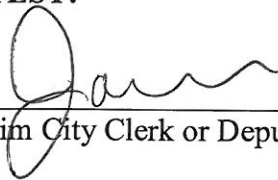
1. Section 1 of the Agreement, titled Line of Authority, is amended to change the City Authorized Representative from “City Manager” to the following: “Mayor, City Manager, or Deputy City Treasurer.”
2. Section 2, titled Scope of Services, is amended to remove and replace the first two sentences to read as follows: “Consultant shall perform any of the services described in Exhibit A (the “*Services*”) on an as-needed basis, as specifically requested by a City Authorized Representative. The Consultant shall no longer serve as the Deputy City Treasurer, but may assist in the functions of Deputy City Treasurer as may be requested by a City Authorized Representative.”
3. Section 3 (a) of the Agreement, titled Compensation for Services, is amended to change the compensation amount from a total not-to-exceed amount to an hourly rate schedule based on the hourly rates set forth in Exhibit A, attached hereto and incorporated herein. Except as amended herein, the remainder of Section 3 shall remain in full force and effect.

4. Except as amended by this Second Amendment, all other terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

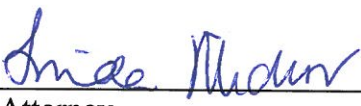
IN WITNESS WHEREOF, the City and the Consultant have executed this Professional Services Agreement as of the above date.

CITY OF CASTLE PINES:


Jeffrey T. Huff, Mayor


ATTEST:


Interim City Clerk or Deputy City Clerk

APPROVED AS TO FORM:


City Attorney

CONSULTANT:
CliftonLarsonAllen, LLP, a Minnesota limited liability partnership

BY: 

Name: Jason Carroll
Title: Partner

DATE: 5/31, 2013

EXHIBIT A
HOURLY RATES

	Accountant	Manager (M)	Senior M.	Partner
Standard Rate	\$ 130	\$ 163	\$ 200	\$ 300
Discounted Rate (70% of standard)	\$ 91	\$ 114	\$ 140	\$ 210

The Consultant and City agree that the discounted hourly rates shall apply in the performance of services hereunder.