

RESOLUTION NO. 10-89

INTRODUCED BY:

Councilperson Radloff

Councilperson Hoffman

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO APPROVING AN
AMENDMENT TO AN AGREEMENT FOR MANAGEMENT SERVICES WITH
SUITER & ASSOCIATES, LLC**

WHEREAS, the City Council of the City of Castle Pines, Colorado previously appointed Gary Suiter, by and through Suiter & Associates, LLC ("Consultant"), to serve as interim city manager via Resolution No. 10-43; and

WHEREAS, the City and Consultant have entered into an agreement for interim city manager services via Resolution No. 10-47 ("Agreement"), the term of which is set to expire on November 15, 2010; and

WHEREAS, the City and Consultant wish to extend the term of such Agreement and to modify the scope of services as more fully set forth in the amendment to the Agreement, in substantially the same form as that attached hereto ("First Amendment").

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

Section 1. The City Council hereby (a) approves the First Amendment to the Agreement for Management Services between the City and the Consultant, in substantially the same form attached hereto as **Exhibit A** (the "Agreement"), including all exhibits thereto, (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not increase the obligations of the City, and (c) authorizes the Mayor to execute the same on behalf of the City.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. **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 five (5) in favor, one (1) against and one (1) absent this 23rd day of November, 2010.



Jeffrey T. Huff, Mayor

ATTEST:



Sharon DeRouen, City Clerk

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

**EXHIBIT A
FIRST AMENDMENT TO AGREEMENT FOR
MANAGEMENT SERVICES**

FIRST AMENDMENT TO AGREEMENT FOR MANAGEMENT SERVICES

This First Amendment to the Agreement for Management Services (the “**Agreement**”) is entered into by and between the City of Castle Pines, Colorado, a statutory municipality (“**CP**” or “**the City**”), and Suiter & Associates, LLC, Carbondale, Colorado 81623 (“**Consultant**”) (collectively the “**Parties**”).

Section 1. Agreement to Extend Term: Whereby, the Consultant and the City entered into the Agreement on May 15, 2010, (incorporated herein by reference) for the purpose of providing City Management services to the City, and whereby said Agreement is scheduled to terminate on November 15, 2010, the Consultant and the City now hereby agree to extend said Agreement in accordance with the provisions below.

Section 2. Term: The Term of this First Amendment to Agreement for Management Services shall commence on November 16, 2010 (the “Effective Date”) and shall continue for a period of four (4) months from the Effective Date, unless sooner terminated in accordance with the provisions of the Agreement.

Section 3. Project Fee: In consideration for performing the revised Scope of Services described in Exhibit A, CP shall continue to pay Consultant a project fee totaling \$13,950 per month (the “Project Fee”).

Section 4. Scope of Services: During the Term of this Agreement, Consultant shall complete the Scope of Services described in Exhibit A to this First Amendment to Agreement for Management Services (the “**Scope of Services**”).

Section 5. Entire Agreement: This First Amendment to Agreement for Management Services constitutes the only amendment to the original Agreement and the understanding between the City and the Consultant is that all other provisions of the original Agreement remain in full force and effect.

SIGNATURE PAGE FOLLOWS

The Parties understand and agree to the terms and conditions set forth above and in Exhibits A and B, and are each duly authorized to execute this First Amendment to Agreement for Management Services.

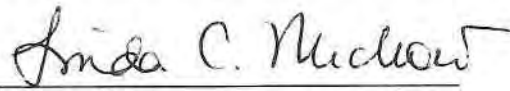
CITY OF CASTLE PINES, a Colorado municipal corporation

BY: 
Mayor

DATE: 1-7-11

ATTEST: 
BY: Sharon DeRone
City Clerk

APPROVED AS TO LEGAL FORM:


City Attorney

DATE: 1/10/11

CONSULTANT:


SUITER & ASSOCIATES, LLC
By: 
Title: PRINCIPAL

EXHIBIT A
SCOPE OF SERVICES

- A) The Consultant shall serve as interim City Manager for the City. Consultant shall devote a minimum of 130 hours per month (approximately 30 hours per week) to the execution to the duties required of the interim City Manager. The City shall make available a workspace, desk, computer and other office materials needed by the Consultant necessary for the performance of the duties of interim City Manager.
- B) The Consultant shall exercise all the duties, powers, responsibilities and obligations of the City Manager consistent with State Statutes, local ordinances and resolutions of the City.
- C) Specific work items to be performed by the interim City Manager are:
 - 1. Implement a transition plan to include contract renewals, installation of a City personnel function, and placement of full-time year round employees, as directed by the City Council.
 - 2. Develop and implement the 2011 budget, including recommendations to the City Council regarding revenue opportunities and potential cost-savings.
 - 3. Assist the City Council with the executive search process for the selection of a full-time City Manager, as directed by the City Council.
 - 4. Manage the day-to-day operations of the City.
 - 5. The City Council may reasonably assign other duties at any time.
- D) Consultant shall attend all regular meetings of the City Council unless the Council determines that the Consultant's attendance is not required or seven days advance notice is provided by the Consultant to the Mayor.
- E) Consultant shall provide regular written updates of activities and issues of interest to the Council. The Council members may individually contact the Consultant as needed for an informal update on issues of importance.

**EXHIBIT B
FEE SCHEDULE**

Fees

Project Fee (for 130 hours per month)
\$13,950 per month

Hours over the monthly amount: \$95.00 per hour. Consultant must receive authorization in advance from the Budget, Finance and Professional Services Committee:

Expenses and Reimbursements

Travel and Mileage	Included in Project Fee
Meals for consultant	Included in Project Fee
Telephone/Fax	Included in Project Fee
Copies, Postage, Recruitment Ads, etc.	Provided by the City
Meals for legitimate business purposes	Reimbursed at cost
Air fare for trips directed by Council	Reimbursed at cost