

RESOLUTION NO. 11-15

INTRODUCED BY:

Councilperson Shul

Mayor Huff

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO APPROVING AN
AGREEMENT WITH CAPITOL SOLUTIONS**

WHEREAS, the City is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City desires to contract with Capitol Solutions ("Consultant") to provide governmental affairs services to the City of Castle Pines for an initial period from February 1, 2011 to February 28, 2011.

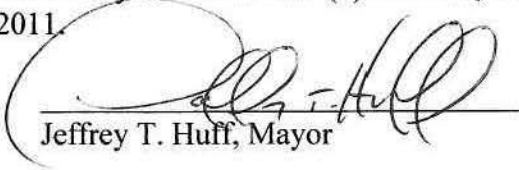
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby approves and ratifies the Agreement between the City and the Consultant, in substantially the form attached hereto as **Exhibit A** (the "Agreement").


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, provided that the effective date of the Agreement shall be February 1, 2011.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of four (4) in favor, none against and three (3) absent this 9th day of February, 2011.


Jeffrey T. Huff, Mayor

ATTEST:


Sharon DeRouen, City Clerk

APPROVED AS TO FORM:


Linda C. Michow, City Attorney

**EXHIBIT A
AGREEMENT FOR
GOVERNMENTAL AFFAIRS SERVICES**



**CAPITOL SOLUTIONS/
CITY OF CASTLE PINES
GOVERNMENT AFFAIRS AGREEMENT**

This agreement made this twenty-eighth day of January 2011, between CAPITOL SOLUTIONS, 1701 Wynkoop Street, Suite 308 Denver, Colorado 80202 and the CITY OF CASTLE PINES, 7501 Village Square Drive, Suite 100, Castle Pines, CO 80108.

Whereas, CITY OF CASTLE PINES seeks to enter into a contract with a firm experienced in representing clients before the Colorado General Assembly and Colorado's Executive Branch and whose staff are registered as "Professional Lobbyists" as required by CRS 24-6-303.

Therefore, it is agreed:

1. EXTENT OF SERVICES

CAPITOL SOLUTIONS shall be retained to provide the following services to CITY OF CASTLE PINES from February 1, 2011 to February 28, 2011:

- Discussion with pertinent City of Castle Pines representatives to understand ultimate goal.
- Research and understand tangential issues and possible implications.
 - City of Castle Pines Council position
 - District status and negotiation stance
 - County position
- Identify implementation issues
 - Potential Bill sponsors – House and Senate
 - Anticipated and identified path through legislature
 - Timing with Legislative Council
 - Timing of Bill introduction (possible late Bill status)
 - Evaluate support and opposition strength
- Recommendation to City of Castle Pines of potential success.

2. FEES

In consideration for the government affairs services outlined above, CITY OF CASTLE PINES shall pay CAPITOL SOLUTIONS the sum of \$5,000.00, plus expenses.

The fee shall be paid in full upon execution of contract and approval and ratification by City Council, which shall occur no later than February 9, 2011. Checks shall be made payable to CAPITOL SOLUTIONS.

3. EXPENSES

CITY OF CASTLE PINES shall reimburse CAPITOL SOLUTIONS for reasonable and customary expenses that may be incurred as a result of acting on behalf of CITY OF CASTLE PINES. These expenses shall include the following:

- Copies, \$0.15 per page for b/w and \$0.25 for color.
- Long distance telephone charges (Intrastate and Interstate), actual cost
- Long distance fax transmission charges, actual cost
- Postage, actual cost (overnight mail, local mail, etc.)
- Entertainment with itemized receipt (meals with legislators and other pertinent decision makers)

Expenses will be invoiced to CITY OF CASTLE PINES at the end of the contract period and payable within 30 days of the invoice date.

4. BEST EFFORTS

CAPITOL SOLUTIONS shall use its best efforts to represent CITY OF CASTLE PINES before the Colorado General Assembly, the Governor's Office and Executive Agencies. CITY OF CASTLE PINES understands, however, that CAPITOL SOLUTIONS makes no warranty as to the success of CITY OF CASTLE PINES' position. CITY OF CASTLE PINES also understands that CAPITOL SOLUTIONS may be representing other clients on other issues at the same time and will be able to devote only a portion of their time to the interests of CITY OF CASTLE PINES.

5. CONFLICTS OF INTEREST

No known conflicts of interest exist at the time of signing of this contract that would preclude CAPITOL SOLUTIONS from providing the retained services. If, at any time, a potential conflict arises, CAPITOL SOLUTIONS will immediately notify CITY OF CASTLE PINES. CAPITOL SOLUTIONS and CITY OF CASTLE PINES will come to a mutually satisfactory agreement to resolve the conflict.

6. INDEPENDENT CONTRACTOR

The relationship of CAPITOL SOLUTIONS to CITY OF CASTLE PINES is that of an independent contractor, not as an employee.

7. GOVERNING LAW

The laws of the State of Colorado shall govern the contract and all questions related thereto. Any legal action related to this agreement shall be filed only in a court of competent jurisdiction in the State of Colorado.

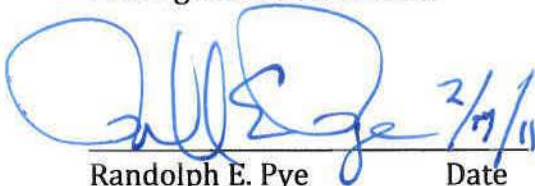
8. TIME IS OF THE ESSENCE

CITY OF CASTLE PINES understands that CAPITOL SOLUTIONS will perform no work until this agreement is executed. CITY OF CASTLE PINES also agrees to provide CAPITOL SOLUTIONS with all necessary information that may be required to effectively represent CITY OF CASTLE PINES and to provide it in a timely fashion. Likewise, CAPITOL SOLUTIONS will provide timely information required to make the CITY OF CASTLE PINES more effective in its decision making process.

9. TERMINATION CLAUSE

CITY OF CASTLE PINES and CAPITOL SOLUTIONS understand and agree either party may terminate this agreement with cause. Thirty (30) days written notice will be given to CITY OF CASTLE PINES by CAPITOL SOLUTIONS or to CAPITOL SOLUTIONS by CITY OF CASTLE PINES to terminate this agreement. CITY OF CASTLE PINES will be responsible for all fees and expenses incurred through the agreed termination date.

This Agreement Executed:

 2/7/11

Randolph E. Pye Date
Sr. Vice President
Capitol Solutions

 1-31-11

Authorized Signature Date
[Title] Mayor
City of Castle Pines