

RESOLUTION NO. 11-80

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO
APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH GROUND FLOOR MEDIA, INC.**

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

WHEREAS, the City has previously entered into a Professional Services Agreement (the “Agreement”) with Groundfloor Media, Inc. (the “Consultant”) to provide the City with communication services; and

WHEREAS, the Agreement was approved by Resolution No. 11-21; and

WHEREAS, the Agreement is scheduled to terminate on December 31, 2011; and

WHEREAS, Section 4 of the Agreement provides that the term may be renewed or extended by mutual agreement of the Parties signed by the City Authorized Representative and the Consultant Authorized Representative, as those terms are defined in the Agreement; and

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

WHEREAS, the First Amendment extends the term of the Agreement through December 31, 2012 and incorporates the Consultant’s 2012 scope of services.

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 attached First Amendment, in substantially the form attached hereto as **Exhibit 1**, (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 First Amendment as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the Interim City Manager, as the City Authorized Representative named in the Agreement to execute the First Amendment on behalf of the City with the approval of the City Attorney.

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 5 in favor and 1 against this 13th day of December, 2011.



Jeffrey T. Huff, Mayor

ATTEST:



Sharon DeRouen, City Clerk

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

EXHIBIT 1

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH GROUND FLOOR MEDIA, INC.**

**FIRST AMENDMENT TO
CITY OF CASTLE PINES AND GROUND FLOOR MEDIA, INC.
PROFESSIONAL SERVICES AGREEMENT**

THIS **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the "First Amendment") is made and entered into by and between the **CITY OF CASTLE PINES**, a Colorado municipal corporation (the "City") and **GROUND FLOOR MEDIA, INC.**, a Colorado corporation (the "Consultant").

WHEREAS, the City and Consultant are parties to that certain Professional Services Agreement dated March 9, 2011 (the "Agreement") for communications services; and

WHEREAS, the Agreement was approved pursuant to City Resolution No. 11-21 and established a not to exceed figure of Forty Four Thousand Dollars (\$44,000.00) for the initial term of the Agreement; and

WHEREAS, the Agreement is scheduled to terminate on December 31, 2011; and

WHEREAS, Section 4 of the Agreement provides that the term may be renewed or extended by mutual agreement of the Parties; and

WHEREAS, the Parties desire to extend the term of the Agreement for calendar year 2012 and establish a not to exceed figure of Fifty One Thousand Four Hundred Eighty Dollars (\$51,480.00) for the total fees and expenses to be paid to Consultant during such one (1) year extension; and

WHEREAS, the City desires to engage the Consultant to provide the Services more particularly described in the Agreement during calendar year 2012, as more specifically described in the scope of work for 2012 dated December 7, 2011, which is attached to this First Amendment as **Exhibit A**, and is incorporated herein by reference.

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 March 9, 2011, as follows:

A. Section 3 of the Agreement shall be replaced in its entirety with the following:

3. **COMPENSATION FOR SERVICES.** In consideration for the provision of Services described in that certain scope of work dated December 7, 2011 and attached hereto as **Exhibit A**, the City agrees to compensate the Consultant based on the following:

a. In consideration for the completion of the Services specified herein by Consultant, the City shall pay Consultant a fee in accordance with the fee budget set forth in **Exhibit A**. Except as may be agreed upon by the City and Consultant through written change orders as described in Section 2 above, in no event shall

the City be liable for payment under this Agreement in excess of the monthly budgeted fee set forth in the communications plan and detailed budget attached hereto as Exhibit A. In no event shall the total fees and expenses paid to Consultant under this Agreement exceed Fifty One Thousand Four Hundred Eighty Dollars (\$51,480.00). The City and Consultant may mutually agree, however, to extend the scope of Services, in which case the Consultant and City may amend this Agreement to include such additional services and compensation based on the agreed upon fee for such additional services.

b. The Consultant shall submit invoices to the City in accordance with the terms of this Agreement. Invoices will be billed to the City on a regular basis, but no more frequently than every thirty (30) days. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing the services hereunder.

c. Consultant's invoices shall be in a format acceptable to the City, shall be supported by information in such detail as may be required by the City and shall be sufficient to substantiate that the Consultant has performed the Services described in Exhibit A. With each invoice, to the extent possible, the Consultant shall submit an activity service report detailing the Services provided in accordance with Exhibit A. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Consultant.

B. Section 4 of the Agreement shall be replaced in its entirety with the following:

4. **TERM:** It is mutually agreed by the Parties that the term of this Agreement shall commence as of January 1, 2012 and shall terminate on December 31, 2012, unless earlier terminated by the terms of this Agreement. This Agreement may be renewed or extended by mutual agreement of the Parties signed in writing by the City Authorized Representative and the Consultant Authorized Representative. This Agreement and/or any extension of its term beyond the current fiscal year shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's satisfaction with all services received during the preceding term.

C. No Further Amendments. Nothing contained in this First Amendment shall affect any other provisions of the Agreement except as specifically set forth herein.

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IN WITNESS WHEREOF, the City and the Consultant have executed this First Amendment as of the dates set forth below.

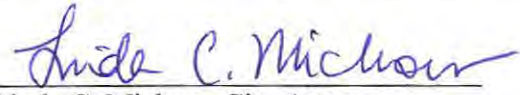
CITY OF CASTLE PINES, a Colorado municipal corporation

BY: 
James McGrady, Interim City Manager

ATTEST:


City Clerk or Deputy City Clerk

APPROVED AS TO LEGAL FORM:


Linda C. Michow, City Attorney

CONSULTANT: GROUND FLOOR MEDIA, INC., a Colorado corporation

BY:



Ramonna Robinson
Title: Vice President and Managing Partner
DATE: December 7, 2011

EXHIBIT A

**GROUND FLOOR MEDIA, INC.
2012 SCOPE OF SERVICES
(dated December 7, 2011)**



Date: December 7, 2011
Client: The City of Castle Pines
Contact: Jim McGrady
Interim City Manager
7501 Village Square Drive, Suite 100
Castle Pines, CO 80108

Project:

Manage the City's communication channels for its constituents and serve as the City's strategic communications agency.

Scope of Work:

This Scope of Work is based upon the provisions outlined in the Professional Services Agreement between the City of Castle Pines and GroundFloor Media dated May 26, 2010. Whenever the terms of a Scope of Work conflict with the terms of the Professional Services Agreement, the provisions of the Scope of Work shall supersede the provisions of the Professional Services Agreement.

Castle Pines Citizen Newsletter

- Work with the City's communication committee and the City Manager to identify relevant story topics for up to six newsletters throughout 2012
- Coordinate with and interview City councilmembers, staff, residents and partners to create content for newsletter
- Draft monthly newsletter articles and work with City to finalize copy*
- Coordinate with graphic designer to finalize design and layout of newsletter articles

News and Notes Emails and Website Updates

- Work with the City's communication committee and the City Manager on an ongoing basis to identify relevant News and Notes topics and website updates
- Coordinate and interview the City's communication committee and the City Manager to create content for News and Notes emails and relevant website updates*
- Draft articles for News and Notes emails to be sent to residents once every 30 days or longer
- Coordinate with graphic designer to finalize layout of News and Notes emails and website updates as required

Media Relations

- Field media inquiries, as needed, on behalf of the City
- Develop responses to media inquiries and coordinate interviews with City Councilmembers and City Staff, as required

* This scope of work includes initial content creation and up to two rounds of edits for each newsletter, News and Notes email and website update



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Contact: Jim McGrady
Interim City Manager
7501 Village Square Drive, Suite 100
Castle Pines, CO 80108

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