

RESOLUTION NO. 12-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GROUND FLOOR MEDIA, INC. FOR PROVISION OF COMMUNICATION SERVICES

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

WHEREAS, the City and GroundFloor Media, Inc. ("Consultant") are parties to that certain Professional Services Agreement dated March 9, 2011, as amended, for communications services (the "Agreement"); 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 City desires to extend the term of the Agreement for calendar year 2013 based on the scope of services and compensation set forth in the Second Amendment to the Agreement, a copy of which is attached to this Resolution as Exhibit 1, and is incorporated herein by reference.

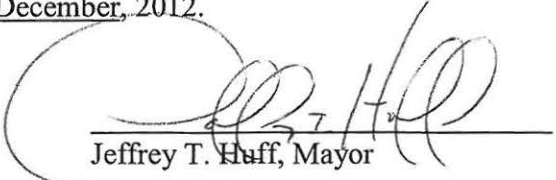
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO:

Section 1. The City Council hereby approves the attached Second Amendment to the Professional Services Agreement with GroundFloor Media, Inc., in substantially the form attached hereto as Exhibit 1 and authorizes the City Manager, as the City Authorized Representative named in the Agreement, to execute the Second Amendment 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 6 in favor, 0 against and 1 absent, this 11th day of December, 2012.

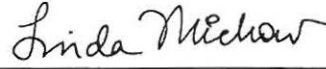

Jeffrey T. Huff, Mayor

ATTEST:

APPROVED AS TO FORM:



City Clerk or Deputy City Clerk



Linda C. Michow, City Attorney

EXHIBIT 1

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

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Second 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, as amended, (the "Agreement") for communications services; 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 2013; and

WHEREAS, the City desires to engage the Consultant to provide the Services more particularly described in the Agreement during calendar year 2013, as more specifically described in the scope of work for 2013, which is attached to this Second 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 as follows:

SECTION 1. 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 attached hereto as **Exhibit A**, the City agrees to compensate the Consultant based on the following:

SECTION 2. Section 4 of the Agreement shall be replaced in its entirety with the following:

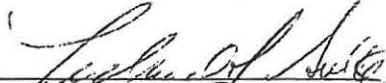
4. TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of January 1, 2013 and shall terminate on December 31, 2013, unless earlier terminated by the terms of this Agreement. This Agreement may be renewed or extended by mutual agreement of the Parties signed in writing by the City 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.

SECTION 3. No Further Amendments. Nothing contained in this Second Amendment shall affect any other provisions of the Agreement except as specifically set forth herein.

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

CITY:


CITY OF CASTLE PINES, a Colorado municipal corporation

BY: 
Tedmond J. Soltis, City Manager

DATE: 12/14/12

CONSULTANT:

GROUND FLOOR MEDIA, INC.

BY: 
Ramonna Robinson
Vice President and Managing Partner

DATE: 12/18/12

EXHIBIT A

SCOPE OF SERVICES

GROUND FLOOR MEDIA, INC.

Project:

Provide communications services and strategic communications counsel to the City of Castle Pines.

Communications Services and Strategic Communications Counsel

GroundFloor Media will provide ongoing communications services and strategic communications counsel as required by the City of Castle Pines. Services may include, but are not limited to media relations, newsletter design and development, advertising design, social media strategy and implementation, content creation and collateral design and development.

Term:

The scope of these services begins January 1, 2013 and expires on December 31, 2013 at 5 p.m.

Pricing for Services:

Charges for the services of GroundFloor Media's professional staff will be based on a standard government/non-profit hourly rate of \$170. During normal business hours, GroundFloor Media charges clients this standard hourly rate for all work, including crisis/issues management. When activated by the client to respond to crisis situations/issues after hours (weekdays from 6 p.m. to 6 a.m.) and on weekends (6 p.m. Friday through 6 a.m. Monday), GroundFloor Media charges a crisis activation rate of \$200 per hour.