

**RESOLUTION NO. 12-72**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,  
COLORADO EXTENDING THE TERM OF THE PROFESSIONAL SERVICES  
AGREEMENT WITH CP COMPLIANCE LLC TO PROVIDE MS4 PERMIT  
COMPLIANCE ASSISTANCE**

**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 CP Compliance LLC (the “Consultant”), to provide the City with MS4 Permit compliance assistance; and

**WHEREAS**, the Agreement is scheduled to terminate on December 31, 2012; and

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

**WHEREAS**, Section 2 of the Agreement requires that any amendment to the Agreement be in writing and executed by the City and Consultant with the same formality as the Agreement; and

**WHEREAS**, City Council desires to extend the term of the Agreement for calendar year 2013; 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, 2013 and incorporates the Consultant’s 2013 scope of services.

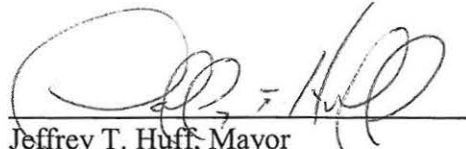
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO:**

**Section 1.** The City Council hereby (a) approves the First Amendment between the City and the Consultant, 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 City Manager to execute the same 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 6 in favor, 0 against and 1 absent this 11<sup>th</sup> day of December, 2012.



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Jeffrey T. Huff, Mayor


ATTEST:

APPROVED AS TO FORM:



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Diane Sporn  
City Clerk or Deputy City Clerk



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Linda C. Michow, City Attorney

**EXHIBIT 1**

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH CP COMPLIANCE LLC**

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

**WHEREAS**, the City and Consultant are parties to a Professional Services Agreement (the "Agreement"), for MS4 Permit compliance assistance; and

**WHEREAS**, the Agreement is scheduled to terminate on December 31, 2012; 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**, 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 this First Amendment during calendar year 2013 subject to the terms and conditions of the Agreement and this First Amendment.

**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 as follows:

**SECTION 1.** Section 3.a. of the Agreement shall be replaced in its entirety with 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 the Consultant Proposal, a copy of which is attached and incorporated as part of **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 Nine Thousand Dollars (\$9,000.00). In no event shall total compensation to be paid to the Consultant under this Agreement exceed nine thousand dollars (\$9,000.00) unless written change order(s) are approved by the City Authorized Representative.

**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 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.

**SECTION 3. Exhibit A** to the Agreement (Scope of Services) shall be replaced in its entirety with the **Exhibit A** attached to this First Amendment.

**SECTION 4. No Further Amendments.** Nothing contained in this First 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 First Amendment as of the dates set forth below.

**CITY:**

CITY OF CASTLE PINES, a Colorado municipal corporation municipal corporation

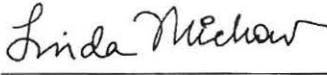
**BY:**   
Tedmond J. Soltis, City Manager

**DATE:** 12/11/12

**ATTEST:**

  
City Clerk or Deputy City Clerk

**APPROVED AS TO FORM:**

  
Linda C. Michow, City Attorney

**CONSULTANT:**

CP COMPLIANCE LLC

**BY:**   
Carrie A. Powers

**DATE:** 12/17/12

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**CP COMPLIANCE LLC**

Consultant (CP Compliance LLC) shall complete those certain services identified in that certain letter proposal dated November 29, 2012, consisting of five (5) pages, a copy of which is attached to this **Exhibit A** and is incorporated herein by reference (the "Consultant Proposal").

The Consultant's work hour and fee estimate is set forth on page 5 of the Consultant Proposal.

To the extent of any conflict between the terms of the Consultant Proposal and this Professional Services Agreement, the Agreement shall control.

For the scope of services set forth in the Consultant Proposal, including but not limited to MS4 permit compliance assistance, the City shall pay the Consultant a fee of not to exceed Nine Thousand Dollars (\$9,000.00). This maximum fee shall include all fees and expenses incurred by the Consultant in performing all of the services under this Agreement.