

**TOWN OF LYONS, COLORADO
RESOLUTION 2022-49**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO
RATIFYING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH NORTH LINE GIS, LLC**

WHEREAS, the Town of Lyons (the “Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to § 31-15-101, C.R.S.; and

WHEREAS, pursuant to Resolution 2016-59, the Town and North Line GIS, LLC (“Contractor”) entered into a professional services agreement for geographic information services (“GIS”) for a not to exceed amount of **ONE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$124,500.00)** as part of disaster recovery services; and

WHEREAS, Sections 1.3 and 10.12 of the Agreement require that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, the Contractor and the Mayor executed the **First Amendment** dated October 26, 2021, to extend the term of the Original Agreement until December 31, 2021 and to add scope and fee for additional work including GIS Data Design and Application Development in ArcGIS Online for an increase in the contract amount by **SEVEN THOUSAND NINE HUNDRED TWENTY DOLLARS AND NO CENTS (\$7,920.00)**; and

WHEREAS, the Contractor and the Town Administrator executed an amendment dated April 28, 2022 to add scope and fee for additional work including a staff needs assessment, GIS roadmap development, and staff training for an increase in the contract amount by **NINE THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO CENTS (\$9,440.00)** for a total, not-to-exceed amount of **ONE HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS (\$141,860.00)** (“**Second Amendment**”); and

WHEREAS, the Second Amendment also extends the term of the contract until December 31, 2022; and

WHEREAS, pursuant to the Town Purchasing Policies, the Town Administrator may contract for services for amounts under \$10,000; and

WHEREAS, in order to timely complete the Project, the Town Administrator executed the Second Amendment in accordance with the Town Purchasing Policies; and

WHEREAS, the Board desires to ratify the execution of Second Amendment substantially in the form of the attached **Exhibit 1** for the purpose of entering the Second Amendment into the permanent Town record.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO:

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby:

- (a) Ratifies the Second Amendment in substantially the form attached as in **Exhibit 1**;
- (b) Authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the Second Amendment that does not increase the obligations of the Town;

Section 3. This Resolution shall become effective immediately upon adoption.

ADOPTED THIS 2nd DAY OF MAY 2022.

TOWN OF LYONS, COLORADO

By: _____
Hollie Rogin, Mayor

ATTEST:

By: _____
Dolores M. Vasquez, CMC Town Clerk

Town of Lyons, Colorado

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH NORTH LINE GIS, LLC**

Project/Services Name: Disaster Recovery Services

This SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment is made and entered into on the date upon which it is mutually executed by the Parties (the "Effective Date"), by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town"), and NORTH LINE GIS, LLC with mailing address at P.O. Box 2982 Breckenridge, Colorado 80424 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, the Town of Lyons ("Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, pursuant to Resolution 2016-59, the Town and Contractor entered into that certain Professional Services Agreement dated July 18, 2016 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$124,500.00)**; as part of the Disaster Recovery Services (the "Project"); and

WHEREAS, Sections 1.3 and 10.12 of the Agreement require that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **First Amendment** to the Original Agreement dated October 26, 2021 to extend the term of the contract until December 31, 2021 and to add scope and fee for GIS Services; and

WHEREAS, the Contractor requires an amendment to revise the scope as shown in **Exhibit A** and an updated Fee and Rate Schedule to accurately state the rates discussed in contract negotiations as outlined in **Exhibit B** with an increase of **NINE THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO CENTS (\$9,440.00)**, and also needs to extend the contract completion date until December 31, 2022, for a total not-to-exceed total contract amount of **ONE HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS (\$141,860.00)** ("**Second Amendment**"); and

WHEREAS, the Parties desire to enter into this Second Amendment to the Professional Services Agreement; and

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the Town and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Scope of Work.** The Original Agreement is hereby amended by adding the documents that indicate

the correct quantities and costs for the Project as set forth specifically in documents titled “**Exhibit A** and **Exhibit B**”, copies of which are attached and incorporated herein by reference.

4. **Contract Sum and Payment.** The second sentence of Section 2.1 of the Original Agreement entitled “Commencement of and Compensation for Services” is hereby amended to read in full as follows:

Compensation to be paid hereunder shall not exceed **ONE HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS (\$141,860.00)** unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

5. **Term.** Section 4.1 of the Agreement, entitled "Term," is hereby amended to read in full as follows:

This Agreement shall be effective on the day of full signature execution and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. on 31st day of December, 2022**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.

6. **Force and Effect of Amendment.** Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement shall be amended such that all references in the Original Agreement to “Agreement” shall refer to the Original Agreement as amended by this First Amendment.
7. **Conflict.** This Second Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Second Amendment and the Original Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Second Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Second Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Second Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party’s original signature.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Professional Services Agreement, Project: Disaster Recovery Services to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Second Amendment.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE FOLLOW

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

ATTEST:

Approval by:

Dolores M. Vasquez
Dolores M. Vasquez, CMC, Town Clerk

By: *Victoria Simonsen*
Victoria Simonsen, Town Administrator

Date of execution: 4/28, 2022

NORTH LINE GIS, LLC:

By: *Henry McLaughlin*

Printed name: Henry McLaughlin

Its: PROJECT EXECUTIVE

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing First Amendment to the Professional Services Agreement was acknowledged before me this 17 day of April, 2022, by Henry McLaughlin as Project Executive of North Line GIS, a LLC.

Witness my hand and official seal.
My commission expires: 02/09/2025.

[Signature]

THOMAS CHARLES STEPHENS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214005307
MY COMMISSION EXPIRES FEBRUARY 09, 20

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

EXHIBIT A – Scope of Work

Task 1: Project Planning

Staff Needs Assessment

North Line GIS would interview and poll the staff to determine their GIS needs and capabilities. It would look at their workflows to see how GIS may be able to provide additional efficiencies. The findings would be compiled and rated based on the benefit to the organization and ease of implementation. The needs would also be grouped to show where multiple requests or needs overlapped with all of the Town staff.

GIS Roadmap Development

Taking the information gained from the needs assessment, a plan for the GIS development will be prepared. This will look at the long term goals and wishes for the use of GIS in the organization. This will address the use of the Esri platform and workflows. The user abilities and training needs will be reviewed to help develop staff training recommendations. A 3 year term will be used for the planning process. Given the changes in the Esri platform and timelines they take, this is as far out as we can accurately plan for. North Line GIS will compare the recommendations and needs to the plan which had been previously developed to show any duplications or successes the Town may have. The plan will use the needs assessment information to rank the recommendations based on which projects or actions may be a quick win versus those which may have a longer term or incur more costs.

Task 2: Trainings from North Line GIS

ArcGIS Pro Training

North Line GIS will provide training to the Town staff on the use of ArcGIS Pro. This will be tailored to meet the workflows the staff encounters in the use and maintenance of the GIS. This will cover using data from ArcGIS Online in the desktop environment, creating new datasets and publishing data to ArcGIS Online. The basics of the editing and printing tools in ArcGIS Pro would be taught to the staff. This would be 8 hours of training which may be broken out over multiple sessions if needed.

EXHIBIT B - Service Fees

Task	Service	Original Agreement	Amendment 1	Amendment 2	Total
1	Project Planning	\$ 8,640	\$ -	\$ 8,640	\$ 17,280
2	GIS Data Design/Reorganize Data	\$ 4,400	\$ 4,800	\$ -	\$ 9,200
3	Import Existing Data Layers	\$ 990	\$ -	\$ -	\$ 990
4	Data Review	\$ 2,200	\$ -	\$ -	\$ 2,200
5	Scan Documents	\$ 300	\$ -	\$ -	\$ 300
6	Field Collection	\$ 15,300	\$ -	\$ -	\$ 15,300
7	GPS Unit Lease to Own	\$ 8,650	\$ -	\$ -	\$ 8,650
8	Water System Development	\$ 9,680	\$ -	\$ -	\$ 9,680
9	Sanitary Sewer Development	\$ 4,950	\$ -	\$ -	\$ 4,950
10	Stormwater Development	\$ 5,280	\$ -	\$ -	\$ 5,280
11	Electric Power Development	\$ 3,300	\$ -	\$ -	\$ 3,300
12	Roads	\$ 5,500	\$ -	\$ -	\$ 5,500
13	Curb and Gutter	\$ 3,300	\$ -	\$ -	\$ 3,300
14	Irrigation	\$ 2,200	\$ -	\$ -	\$ 2,200
15	Parks and Recreation	\$ 4,400	\$ -	\$ -	\$ 4,400
16	Easements	\$ 6,050	\$ -	\$ -	\$ 6,050
17	Permits	\$ 2,200	\$ -	\$ -	\$ 2,200
18	Update Parcel Ownership	\$ 550	\$ -	\$ -	\$ 550
19	Zoning Updates	\$ 220	\$ -	\$ -	\$ 220
20	Application Developments in ArcGIS Online	\$ 10,440	\$ 3,120	\$ -	\$ 13,560
21	Bi-Monthly Meetings	\$ 1,680	\$ -	\$ -	\$ 1,680
22	Presentation to Committees	\$ 360	\$ -	\$ -	\$ 360
23	Trainings from Esri	\$ 5,000	\$ -	\$ -	\$ 5,000
24	Trainings from North Line GIS	\$ 4,400	\$ -	\$ 800	\$ 5,200
25	Final Data Delivery	\$ 880	\$ -	\$ -	\$ 880
26	Minor Contract Revisions	\$ 13,630	\$ -	\$ -	\$ 13,630
Total		\$ 124,500	\$ 7,920	\$ 9,440	\$141,860

Hourly Rates

Title	Rate
Project Management	\$ 120
Data Development	\$ 110
Field Collection	\$ 75
Application Development	\$ 115