

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 03 – SERIES 2017**

**A RESOLUTION TO APPROVE A 2nd AMENDMENT TO A
PROFESSIONAL SERVICES AGREEMENT BETWEEN
INTER-MOUNTAIN ENGINEERING AND THE TOWN OF
MINTURN AND AUTHORIZING THE MANAGER OF THE
TOWN OF MINTURN TO SIGN THE AGREEMENT.**

WHEREAS, The Town of Minturn and Charles F. Spanel, Inc. DBA Inter-Mountain Engineering entered into an agreement for professional services on January 21, 2015; and,

WHEREAS, by a First Amendment dated 12th day of July, 2016, the parties extended the original term of June 30, 2016 to end December 31, 2016; and,

WHEREAS, due to the complexity of the Services, schedules and processes of other agencies and landowners involved in the work, and fundraising for construction, the parties desire to extend the term of the Original Agreement to December 31, 2017 on the same terms and conditions as set forth in the Original Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MINTURN, COLORADO:**

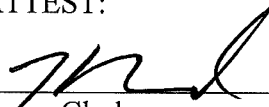
1. The Minturn Town Council hereby approves the extension of the Professional Services Agreement between Inter-mountain Engineering and the Town of Minturn, Colorado and authorizes the Town Manager to execute said agreement.

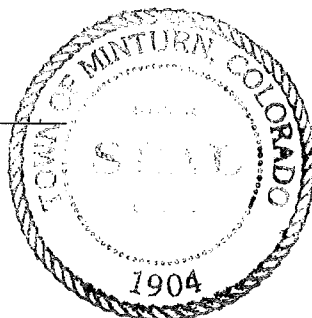
**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 4th
day of January, 2017.**

TOWN OF MINTURN

By: 
Mayor

ATTEST:


Town Clerk



SECOND AMENDMENT TO AGREEMENT BETWEEN
TOWN OF MINTURN, COLORADO
AND
CHARLES F. SPANEL, INC. DBA
INTER-MOUNTAIN ENGINEERING

THIS SECOND AMENDMENT (“Second Amendment”) for the Dowd Junction to Minturn trail planning is effective as of the First day of January, 2017 by and between Charles F. Spanel, Inc., a Colorado corporation d/b/a Inter-Mountain Engineering (hereinafter “Consultant” or “Contractor”) and The Town of Minturn, Colorado, a home rule municipality (hereinafter “Town”).

RECITALS

WHEREAS, Town and Consultant entered into an agreement dated the 4th day of November, 2015, for certain Services (the “Original Agreement”); and

WHEREAS, by a First Amendment dated the 12th day of July, 2016, the parties extended the original term of June 30, 2016 to end the work to December 31, 2016; and

WHEREAS, due to the complexity of the Services, schedules and processes of other agencies and landowners involved in the work, and fundraising for construction, the parties desire to extend the term of the Original Agreement to December 31, 2017 on the same terms and conditions as set forth in the Original Agreement.

SECOND AMENDMENT

NOW THEREFORE, in consideration of the foregoing and the mutual rights and obligations as set forth below, the parties agree as follows:

1. The Original Agreement and First Amendment shall be amended to extend the term from December 31, 2016 to December 31, 2017.
2. Capitalized terms in this Second Amendment will have the same meaning as in the Original Agreement. To the extent that the terms and provisions of the Second Amendment conflict with modify or supplement portions of the Original Agreement and the First Amendment, the terms and provisions contained in this Second Amendment shall govern and control the rights and obligations of the parties.
3. Except as expressly altered, modified and changed in this Second Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.
4. This Second Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Original Agreement the day and year first above written.

TOWN OF MINTURN, COLORADO, By and Through Its
TOWN MANAGER

By: _____
William Powell, Town Manager

CONSULTANT:
Charles F. Spanel, Inc. d/b/a Inter-Mountain Engineering

By: _____
Jeffery M. Spanel PE, Vice President