

SE Group
(Sno.engineering, Inc., d/b/a SE Group)

TERMS AND CONDITIONS

Retainers: All retainers will be applied to final project billing to Client.

Compensation: Billings to Client for all work in connection with the Scope-of-Work and Additional Services (i.e., all work in addition to that required in connection with the stated Scope-of-Work) shall consist of the following:

Professional Fees: All professional services performed by SE Group will be billed on an hourly basis.

SE Group's hourly rates for calendar year 2023 are as follows:

Principals/Directors	\$190 to \$260
Senior Associates	\$155 to \$195
Associates	\$130 to \$160
Professional Staff	\$100 to \$150
Administrative Support	\$95 to \$135

The above hourly rates will be adjusted on an annual basis, effective January 1 of each ensuing year.

Direct Expenses: Direct expenses include, but are not limited to, travel and travel related costs such as actual transportation costs, food, subsistence and lodging, printing, maps, documents prepared by others, materials, in-house prints, copies, renderings, models and mock-ups, plots, any expenses for insurance coverage or limits of insurance which are in excess of that normally carried by SE Group and other similar direct expenses related to the completion of the Scope-of-Work. All Direct Expenses will be billed at cost.

Sub-Consultant Fees: Sub-Consultant fees and expenses, if any, will be billed at cost.

Payment Terms: SE Group's invoices will be prepared and sent on a monthly basis. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by SE Group and billed as Additional Services.

Payment is due upon receipt of the invoice, with a net 30 days to have payment sent. A "Service Charge," which is the greater of twenty (\$20.00) dollars, or one and one-half (1½ %) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at SE Group's discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing. There will not be additional charges for requests of supporting documentation or more detailed billing statements.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses fees, and all other collection charges and expenses.

Termination: If the Client fails to make payments to SE Group in accordance with the "Payment Terms" above, SE Group may, at its sole discretion, elect either to temporarily suspend or terminate all work and services. SE Group will give seven (7) days' notice, in writing, to Client of any said suspension or termination. Other than termination for non-payment, either party may terminate this Agreement upon five (5) days' notice, in writing, to the other.

In the event of termination of SE Group's services for any reason, SE Group shall be paid "Termination Expenses," which include time and expenses necessary for both itself and for its Sub-Consultants, to finalize analyses and records as necessary, and to complete any reports on services already performed, in a manner appropriate for the professional services provided. Billing of these expenses shall be as Additional Services; and are in addition to Professional Fees, Direct Expenses and Sub-Consultant Fees incurred to the date set forth in the Notice of Termination, attributable to work performed on the Scope-of-Work and any previously authorized Additional Services.

Client hereby waives any and all claims for consequential damages arising out of any disputes or other matters relating to this Agreement, including, without limitation, consequential damages due to said termination.

Specifically, but without limiting the generality of the foregoing, Client hereby waives on claims for damages incurred by Client for rental expenses, for losses of use, income, project financing, business and reputation. In no event shall SE Group's liability arising out of any claims or demands exceed the amount paid for Professional Fees as defined in "Compensation" above.

Instruments of Service: Drawings, specifications and other documents, including those in electronic form, prepared by SE Group and its Sub-Consultants are to become property of Huerfano County upon payment for creation of such instruments, or portions of such instruments; Huerfano County may edit, update, or otherwise alter and change any instrument received as part of this contract as it sees fit without consultation with SE Group or its Sub-Consultants. SE Group and its Sub-Consultants shall be deemed the authors and retain rights to use, publish and distribute the original instruments of service they create, and shall retain all common law, statutory and other reserved rights, including copyrights to their original work. SE Group and its Sub-Consultants shall not be considered authors of any portion of instruments that Huerfano County updates or alters from the original. SE Group grants the Client non-exclusive license to reproduce original versions of said instruments of service for any purpose. SE Group shall obtain similar non-exclusive licenses from its Sub Consultants consistent with this Agreement.

Upon execution of this Agreement SE Group grants to the Client a non-exclusive license to reproduce said instruments of service solely for the purposes of the project described in the Scope-of-Work, provided that the Client shall comply with all obligations including prompt payment of all sums when due under this Agreement. SE Group shall obtain similar nonexclusive licenses from its Sub-Consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the project shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of instruments of service and shall return to SE Group within seven (7) days of termination all originals and reproductions in the Client's possession or control. If and upon the date SE Group is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, non-exclusive license permitting the Client to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the instruments of service solely for purposes of completing, using and maintaining the project.

Except for the licenses granted in the preceding paragraph, no other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of SE Group. However, the Client shall be permitted to authorize any Contractor, Subcontractors, or material or equipment suppliers to reproduce applicable portions of the instruments of service appropriate to and for use in their execution of the project by license granted above. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the reserved rights of SE Group and its Sub-Consultants. The Client shall not use the instruments of service for future additions or alterations to this project or for other projects, unless it obtains the prior written agreement of SE Group. Any unauthorized use of the instruments of service shall be at the Client's sole risk and without liability to SE Group and SE Group's Sub-Consultants.

Change in Scope-of-Work: The Scope-of-Work to be performed by SE Group is as set forth in the attached letter or proposal. Change in services or in the Scope-of-Work including services required of SE Group's Sub-Consultants, may be accomplished, without invalidating the authorization contained in the attached letter or proposal, if mutually agreed in writing, if required by circumstances beyond SE Group's control, or if SE Group's services are affected as described below. In the absence of mutual agreement in writing, SE Group shall notify the Client prior to providing such services. If the Client deems that all or a part of such Change in Services is not required, the Client shall give prompt written notice to SE Group, and SE Group shall have no obligation to provide those services. Except for a change due to the fault of SE Group, change in services of SE Group shall entitle SE Group to an adjustment in compensation in accordance with the "Compensation" paragraph above.

If any of the following circumstances affect SE Group's services for the project, SE Group shall be entitled to an appropriate adjustment in SE Group's schedule and compensation: 1) change in the instructions or approvals given by the Client that necessitate revisions in instruments of service; 2) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared instruments of service; 3) decisions of Client not rendered in a timely manner; 4) material change in the Scope-of-Work including, but not limited to, size, quality, complexity, the Client's schedule or budget, or procurement method; 5) failure of performance on the part of the Client, or the Client's consultants or contractors; 6)

TERMS AND CONDITIONS

preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where SE Group is party thereto and, except as provided for in the Scope-of-Work.

Force Majeure: Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure was due to strikes, lockouts, labor disputes, epidemics, pandemics, embargoes, acts of God, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond either party's reasonable control and not due to any act by either party.

Huerfano County signature block

ACKNOWLEDGED AND ACCEPTED:

By: _____

Title: _____

Date: _____

SE Group signature block

ACKNOWLEDGED AND ACCEPTED:

By: _____

Title: _____

Date: _____

Huerfano County Cooperative Planning Projects 2023-2024

Projects 1 & 2 and First Tasks for Project 3 – Scope and Budget

Exhibit A: Scope of Work

PROJECT 1: HAZARD MITIGATION PLAN

Task A - Project Management, Process and Organize Resources

This task entails twice monthly project check-ins. We suggest once per month with the point of contact and once per month with the steering committee. They will be virtual with the exception of when we can meet in person during a site visit. The project manager and consulting team will assemble agendas, coordinate schedules, and distribute notes and action items. On a monthly basis, the manager of this project (Michael Baker) will coordinate a monthly summary with the rest of the Consulting Team to be provided with the invoice.

The survey and public engagement activities will be joint with the other project(s). Hazard Mitigation specific stakeholder meetings will be held separately from the joint activities. There will be three HMP specific stakeholder meetings.

Task B - Hazard Identification & Risk Assessment

The risk assessment portion of the HMP will be define any hazard risks that may uniquely or exclusively affect localized areas within the County. Using the list of hazards identified in the 2018 plan as a foundation, as well as the hazards identified in the State Plan, Michael Baker will build upon available historical data from past occurrences and will update/establish hazard by-hazard risk profiles, specifically tailored to each participating jurisdiction. This now includes climate change and equity and potential impacts posed by hazards due to new requirements.

The risk assessment will culminate in a hazard risk ranking for county and per jurisdiction, based on conclusions about the frequency of occurrence (future occurrence), potential impacts, spatial extent, warning time, and duration of each hazard. This assessment will include considerations for future demographic trends and land use planning regulations across the County to determine the likely impacts of future development and growth trends on safety and hazard risks. This will be integrated with background research conducted for the comprehensive plan.

Where prudent and desired by the Steering Committee, data and hazard profiles developed for the existing Hazard Mitigation Plan will be reviewed and leveraged for this effort. The Michael Baker Team will work with Huerfano County to identify areas of the risk assessment where profiles should be enhanced with more recent or higher quality data. This may include local datasets pertaining to infrastructure, critical facilities, and other local assets that are necessary for input to the risk assessment. Absent these datasets, our team will develop the necessary asset data from local, state, and federal sources and provide them to the County as a part of the plan update. As necessary, our team will collaborate with local stakeholders to gain firsthand information on historic hazards.

The culminating risk and vulnerability assessment information will be presented to the Steering Committee and the public during an in-person session to review, provide feedback, and make further recommendations.

Task C - Develop a Mitigation Strategy

The Mitigation Strategy is a crucial portion of the HMP and should serve as the blueprint for reducing hazard losses. The updated mitigation strategy will include an evaluation of existing local goals, objectives, and action items to review whether they have been completed or not, and whether to carry them forward into the updated plan. Additionally, it will include an updated evaluation and review of pre-disaster and post disaster hazard mitigation policies, programs, and capabilities related to hazard mitigation.

The updated strategy will identify, evaluate, and prioritize cost-effective, environmentally sound, and implementable mitigation projects/actions to consider and will link them back to the overall Mitigation Strategy. Our team will propose several innovative systems for ranking and prioritizing mitigation actions. FEMA planning guidance requires that local mitigation actions be prioritized with an emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs (44CFR201.6).

An efficient way to do this kind of analysis is by individually analyzing the legal, environmental, economic, administration, social, technical, and political factors. Our team will ensure actions relating to existing and new building and infrastructure a priority, as that is another FEMA guidance request.

Another component will include an in-depth capabilities assessment across all adopting jurisdictions. Capabilities cover a wide range of topics and include: staffing, NFIP participation, policies, programs, and authorities relating to hazards. This FEMA-required information can be collected via an online survey to minimize impacts to planning team member's daily schedules. Follow up phone call meetings will be conducted, as necessary, to ensure full participation from jurisdictions. These resulting capability overviews will also be useful as the mitigation strategy is evaluated and updated, to potentially focus some mitigation projects on enhancing certain capabilities to advance hazard mitigation efforts in their respective communities.

A second and final project workshop/engagement event will focus almost entirely on mitigation strategy and mitigation projects/actions. At this workshop, mitigation actions for the hazards affecting those participating jurisdictions will be identified, analyzed, and discussed in detail. This workshop will guide participants through an extensive range of mitigation options based on the profiled hazards and on the commonly accepted four categories of mitigation measures (Local Plans and Regulation, Structure and Infrastructure Projects, Natural Systems Protection, Education and Awareness Programs). Prior to this workshop, the consultant team will be tasked with updating and reporting on any current or past mitigation goals and objectives.

Task D - Plan Adoption, Monitoring, Evaluation

Once drafted, the preliminary version of the draft plan will then be reviewed by the Steering Committee. Once all comments are incorporated, a final draft of the plan will then be provided to the public and local jurisdictions for comment for 30 days. Michael Baker will coordinate the public review process and will be responsible for collecting and incorporating comments where appropriate. The completed HMP will present comprehensive information on hazard risk and mitigation actions in the planning area in a cohesive framework, easy to use and implement over time.

Once all comments have been addressed, Michael Baker will submit a Steering Committee approved final draft to the Colorado Department Homeland Security and Emergency Management (DHSEM) to review. This delivery will also include the completed relevant sections of the FEMA Plan Review Tool. As State and FEMA comments are returned, Michael Baker will review these with the Steering Committee and will make updates as necessary. Michael Baker will manage any FEMA/State-requested plan changes that are necessary to achieve final FEMA Approval Pending Adoption (APA) status.

Upon approval by the Board of County Commissioners, Michael Baker will provide final versions (and associated files) of the plan to each participating jurisdiction and the State. This

will allow the State and participating jurisdictions the option to update their plans internally when they again expire in five years.

Following plan adoption, periodic revisions and updates may be required to ensure that the goals of the plan remain current. For example, plan updates must consider potential changes in hazard vulnerability and mitigation priorities. In addition, revisions may be necessary to ensure that the plan is in full compliance with applicable federal, state, and local regulations. We will work closely with the Steering Committee to develop an HMP Maintenance Plan. Together, we will create a clear implementation schedule, evaluation criteria, and a list of strategies for periodic evaluation of the plan to ensure that specific mitigation actions are being reviewed and carried out according to the revised hazard mitigation program. This should also include a strategy for continued public involvement and to ensure the plan and its Mitigation Strategy are incorporated into existing and future planning mechanisms. We recommend that a review team meet annually or bi-annually, and following any major disaster events, to reexamine the mitigation actions being implemented or proposed by participating jurisdictions. This will ensure that the plan is continuously updated to reflect changing conditions and needs of those adopting jurisdictions.

PROJECT 2: INNOVATIVE HOUSING STRATEGIES PLANNING

Task A: Project Check-ins and Management

This task entails twice monthly project check-ins. We suggest once per month with the point of contact and once per month with the steering committee. They will be coordinated across all projects. They will be virtual with the exception of when we can meet in person during the three planned site visit/public engagement opportunities. The project manager and consulting team will assemble agendas, coordinate schedules, and distribute notes and action items. On a monthly basis, the project manager will send invoices with summaries of work completed and an update on progress made towards the full scope of work.

Task B: Background Research and Analysis

This task includes research on the code, land use and zoning of all jurisdictions within Huerfano County. The codes will be compared to the strategies in bill HB-1271 and best practices in affordable housing planning across the country, with a particular focus on rural strategies. The resulting deliverable will be an existing conditions assessment report that includes a summary of existing code, opportunities for change and/or improvement, and maps documenting where affordable housing exists or where there are opportunities for more development of affordable housing. This document will be reviewed and vetted by the Steering Committee.

Additionally, this task will include stakeholder interviews and focus groups with community leaders, landlords, builders and developers, and staff in all three jurisdictions. The purpose of these interviews are to provide insight as to what the barriers (perceived or real) to affordable housing development are. These interviews will be documented and thematized for including into the existing conditions assessment report.

The project survey will include questions as they relate to affordable housing barriers and opportunities and this project's needs.

This task will conclude with a Public Workshop/Open House. This engagement opportunity will include opportunities for the public to learn the main ideas from the existing conditions assessment and also to share feedback and ideas for how to address affordable housing issues.

Task C: Land Suitability & Recommendations

This task builds off the background research conducted in Task B. For each jurisdiction, the consultant team will analyze up to three sites for further analysis. Each site will be analyzed from an infrastructure, regulatory, and landscape suitability perspective (wetlands, slopes and topography, road access, etc.). The set of recommendations for each site will include the unit type mix and financing strategies and options.

If there are not enough sites to analyze, the Steering Committee will direct how additional budget funds will be used. One option is to turn recommendations into draft code language and get the required ordinances as far along as possible with planning commission and council/BOCC adoption.

This task will end with a public engagement opportunity where citizens can learn about the selected sites and provide feedback. One of the goals for the workshop will be to educate residents on affordable housing financing to understand the barriers to housing affordability and development.

Task D: Documentation & Final Report

This task is to document the background research and analysis, site suitability studies, and the public engagement efforts and feedback, in one organized, well-written report. The report will show the new strategies that each jurisdiction has chosen to adopt, with recommended language for changing the code. The potential impacts of these changes will be discussed and highlighted, especially with respect to how chosen strategies address equity issues and what targeted demographics may see the most impact.

Additionally, this report will synthesize all the findings into a set of recommendations and key takeaways for the housing, with an itemized action plan that will be included both here and in the Comprehensive Plan housing chapter.

PROJECT 3: COMPREHENSIVE PLAN

The scope of work in this exhibit is the start of the Comprehensive Plan for Huerfano County. It contains Tasks A, B, and C. Tasks A and C are initial phases for the whole comprehensive plan project. Task B is a standalone task that will be completed in the first phase of the project.

Task A: Initial Project Check-ins and Management

This task entails twice monthly project check-ins. These will be coordinated with the other projects and will be once per month with the point of contact and once per month with the steering committee. They will be virtual with the exception of when we can meet in person during site visit/public engagement opportunities. The project manager and consulting team will assemble agendas, coordinate schedules, and distribute notes and action items. On a monthly basis, the project manager will send invoices with summaries of work completed and an update on progress made towards the full scope of work. This task includes the Project Check-ins and Management for the first phase of the project, leading up to and including the first site visit and public engagement effort.

Task B: Existing Conditions Assessment

This task includes an existing conditions assessment of all the topic areas that will be covered in the plan: housing, economic development, recreation, land use and zoning, historic and cultural resources, transportation, public safety, natural resources, sustainability, and hazard mitigation. For each topic area, the project team will gather data, produce maps where needed, and review current plan sections for existing policies, recommendations, and actions. For each section a “starting point report” will be written to understand where the County is starting from at the beginning of this plan process. Research on best practices will be included so that the project team and Steering Committee starts to see the gaps and path forward for eventual recommendations in the plan elements. We will produce sections within each report that will be particularly relevant to the City of Walsenburg and the Town of La Veta should they want to join the comprehensive plan for future phases.

Task C: Initial Public Engagement

This task outlines the first phase of public engagement planned for the County’s Comprehensive Plan project. The first event will be held after the existing conditions assessment (Task B) is completed. This event will educate the community on the findings and ask questions of participants on what they want for their future.

During this task, The consultant team will start to coordinate with local business owners and civic/non-profit organizations and institutions (churches, libraries, COG, schools, etc.) to help with outreach to traditionally underrepresented groups. We will find key “ambassadors” that can help with word-of-mouth outreach to different groups within the community. We will work with the County staff on a county-wide mailing if feasible. We will ensure there are paper and online options for surveys. The survey will combine questions from all three projects to streamline outreach efforts.

Other joint-plan public engagement efforts include stakeholder interviews, focus groups, and Steering Committee meetings where particular subject-matter experts and stakeholders are asked to join as adhoc members for the purpose of that day’s discussion topics.

Exhibit B: Budget

The following budget captures the cost for each Task listed in the scope of work for each project. For the contingency portion (\$20,000) in Project 1, there will be a discussion when \$40,000 has been spent by the subconsultant on whether the additional funds will be necessary to complete the project.

Project 1: Hazard Mitigation Plan	\$ 50,005	Total
Task A: Project Check-ins and Management	\$ 3,250	
Task B: Hazard Identification & Risk Assessment	\$ 25,755	
Task C: Develop a Mitigation Strategy	\$ 17,000	
Task D: Plan Adoption, Monitoring Evaluation	\$ 4,000	
Expenses	\$ 450	
Contingency	\$ 20,000	Budget would be \$70,005 with contingency
Project 2: Innovative Housing Strategies Planning	\$ 140,000	Total
Task A: Project Check-ins and Management	\$ 10,000	
Task B: Background Research & Analysis	\$ 38,000	
Task C: Land Suitability & Recommendations	\$ 49,000	
Task D: Documentation & Final Report	\$ 40,000	
Expenses	\$ 3,000	
Project 3: Comprehensive Plan (Phase 1)	\$ 38,300	
Task A: Initial Project Check-ins and Management	\$ 3,300	
Task B: Existing Conditions Assessment	\$ 30,000	
Task C: Initial Public Engagement	\$ 5,000	
Total	\$ 248,305	

Exhibit C: Schedule

Below is the schedule anticipated for the Projects 1 and 2.

	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-23
Project 1: Hazard Mitigation Plan												
Task A: Project Check-ins and Management	*	*	*	*	*	*	*	*	*	*	*	*
Task B: Hazard Identification & Risk Assessment			% & #									
Task C: Develop a Mitigation Strategy							# &					
Task D: Plan Adoption, Monitoring Evaluation									%		&	
Project 2: Innovative Housing Strategies Planning												
Task A: Project Check-ins and Management	*	*	*	*	*	*	*	*	*	*	*	*
Task B: Background Research & Analysis		%	% & #									
Task C: Land Suitability & Recommendations						%	&					
Task D: Documentation & Final Report									%			%

Steering Committee Meetings	*
Public Workshop	#
Site Visit/In Person Meeting	&
Deliverable	%