

This letter of engagement for On-Call Planning Services
March 15, 2024

RE: On Call planning services for Huerfano County

Dear Mr. Carl Young,

We are pleased to submit our letter of engagement for on Call planning services for Huerfano County. This letter confirms our discussion regarding engagement of Urban Atelier LLC. and will describe the basis on which our firm will provide design and planning services.

THE CLIENT IN THIS MATTER WILL BE HUERFANO COUNTY

SCOPE

1. SCOPE OF WORK:

- Performing planning development review of land use applications and permits to ensure conformance with applicable codes, regulations, standards, and criteria including meeting with potential applicants;
- Reviewing marijuana license applications and reviews for conformance with applicable codes, regulations, standards, and criteria;
- Drafting staff reports for Planning Commission, Board of County Commissioners, and other boards and commissions;
- Drafting updates to County regulations as requested by purchase order or task order;
- Providing general land use, planning, and economic development related consultation to the County as requested by purchase order or task order;
- Preparing and submitting land use applications on behalf of the County.

2. SCHEDULE - AS NEEDED

3. DELIVERABLES:

3.1. AS NEEDED: ON CALL PLANNING SERVICES FOR HUERFANO COUNTY

4. CONSULTANT'S RESPONSIBILITIES:

- 4.1. Urban Atelier LLC (Consultant), subcontracting with Electra Johnson Design and Planning LLC, shall provide the following professional services:
 - 4.1.1. SEE Scope of Work above.

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- 4.2. Consultant shall perform its services consistent with the professional skill and care ordinarily provided by designers and planners practicing in the same or similar locality with the same or similar circumstances. Urban Atelier shall perform its services as expeditiously as is consistent with such professional skill and care and in the orderly progress of assigned projects.
 - 4.3. Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to establish Consultant or any of its employees or subcontractors as the agent, employee, or representative of the County.
5. **CLIENT RESPONSIBILITIES:**
- 5.1. Provide full information about the objectives, schedule, and constraints of assigned projects. Urban Atelier will rely on the accuracy and completeness of information furnished by the Client.
 - 5.2. If negotiating cost on a project-basis, establish a budget with reasonable contingencies that meet project requirements. Otherwise, Client will be billed at the hourly rate described herein.
6. **GENERAL CONDITIONS:**
- 6.1. The Client has the right to cancel on-call planning services at any time for cause or for the Client's convenience and will be responsible only for payment for services performed up to the date of cancellation. (Hourly rate times the time invested.)
 - 6.2. Any cancellation of on call planning services shall be done in writing. If the Client fails to make payment on any undisputed amount, then Urban Atelier has the right to suspend work and shall not be held responsible for any delays as a result.
 - 6.3. Changes in scope requested by the Client beyond the scope of this Agreement shall be negotiated on a case-by-case basis. Urban Atelier will notify the Client in writing, prior to commencement of the additional services, of any time delays and additional fees that may be incurred.
 - 6.4. Where applicable, Urban Atelier will make every effort to work within the budget as set forth by the Client. Client will be billed for reimbursable expenses incurred in performing services (See Section 10.4).
 - 6.5. Urban Atelier shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at assigned projects site.
 - 6.6. Urban Atelier shall have the right to use any documents, drawings and photographs taken before, during, and after construction for marketing purposes.

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7. STANDARD OF CARE:

7.1. In providing services under this Agreement, the Consultant (Urban Atelier LLC.) will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. DISPUTE RESOLUTION:

8.1. All disputes arising out of, or related to, this Agreement shall be submitted first to non-binding mediation as a condition precedent to litigation. The Client and Consultant shall commence all claims and causes of action against each other and arising out of or relating to this agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected (first mediation) and within the period specified by the applicable law, but in any case not more than five years after the date of substantial completion of this contract.

8.2. Any claim, dispute or other matter in question arising out of or relating to this agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of design or planning services, the Consultant may proceed in accordance with applicable law to comply with the lien notice of filing deadlines prior to resolution of the matter by mediation or binding dispute resolution.

8.3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where assigned project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

9. TERMINATION OR SUSPENSION

9.1. If the Client fails to make payments in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination or at the Consultant's option, cause for suspension of performance of services under this contract. If the Consultant decided to suspend services, the Consultant shall give 7 days written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for the delay or damage caused the Client because of such suspension of services. Before resuming services, the Client shall pay the Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees due the remaining services and time schedules shall be equitably adjusted.

9.2. If the Client suspends assigned projects, the Consultant shall be compensated for services performed prior to notice of such suspension. When assigned projects is resumed, the Consultant shall be compensated for expenses incurred as a result of the

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interruption and resumption of the Consultant's services. The Consultants fees for the remaining project and services and the time schedules shall be adjusted.

- 9.3. Either party may terminate this agreement upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of their agreement through no fault of the party initiating the termination.
- 9.4. Except as otherwise expressly provided herein, this agreement shall terminate **two years** from the date of commencement of the on-call planning services.

10. COMPENSATION

- 10.1. The Client shall compensate the Consultant as set forth below for services described in the scope of work above.
- 10.2. Payments and Compensation to the Consultant (Billed Hourly):
 - 10.2.1. This contract is an hourly consulting contract with a range for the fee based on client needs and design choices and decisions.
 - 10.2.1.1. A flat rate for services will be billed out at \$100.00/ Hour
 - 10.2.1.2. Travel shall be billed at \$100/ hour plus any travel expenses included in Reimbursables monthly.

10.3. PLANNING AND DESIGN INCLUDING REIMBURSABLE EXPENSES

10.3.1. Compensation for Reimbursable Expenses

- 10.3.1.1. Reimbursable expenses are in addition to compensation and are included in budget and will be billed monthly as they occur. Reimbursable expenses include expenses incurred by the Consultant and their team of consultants directly related to assigned projects, to include:
 - 10.3.1.1.1. Transportation and authorized out of town travel and subsistence
 - 10.3.1.1.2. Project websites, extranets
 - 10.3.1.1.3. Permitting, registration, certification or other fees associated with assigned projects
 - 10.3.1.1.4. Printing, reproductions, plots and standard form documents
 - 10.3.1.1.5. Postage, handling and delivery
 - 10.3.1.1.6. Expenses of overtime work requiring higher than regular rates, if authorized in advance by Client
 - 10.3.1.1.7. Renderings, physical models, mock ups, professional photography and presentation materials requested by the Client or required for assigned projects
 - 10.3.1.1.8. Site office expenses, if necessary
 - 10.3.1.1.9. Other similar project related expenditures

10.4. **Payments to Consultant**

- 10.4.1. No retainer is required

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- 10.4.2. Progress payment- unless otherwise agreed upon; payment for services shall be made monthly in proportion to services performed.
- 10.4.3. Payments are due within 30 days of the issue date of any invoice from Urban Atelier. Additional services such as letters, addenda, changes, additional site visits, and supplementary copies, and detailed construction cost estimating are billable expenses, and are due at the completion of the service.
- 10.4.4. Final deliverables will become property of Huerfano County upon receipt of payment. Consultant may retain reproducible copies of documents produced as part of this contract. Nothing stated herein shall prevent Consultant from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information is disclosed to such other client or any other party.
- 10.4.5. Undisputed amounts unpaid (60) days after the invoice date shall bear interest from the date payments are due at a rate of (2%) per month. *NOTE: If a check has been returned for insufficient funds, an invoice reflecting the monies not paid as well as the bank's service charge will be billed to the Client and payment is expected upon receipt of the Invoice.*
- 10.4.6. This proposal shall be void after (6) months of the above contract date. The fees listed in this proposal shall be valid for (24) months after the Client's acceptance of this contract. Fees may be increased if services are required beyond (24) months.
- 10.4.7. Fees will be billed on a monthly basis, with expectation of payment within 30 days from the date of the invoice.
- 10.4.8. Please make payments by electronic deposit or check payable to Urban Atelier LLC.

Sky Tallman

Date: 03/20/24

Sky Tallman
Urban Atelier
505-265-0673
skytallman@hotmail.com

By:

By:

(Client, or Representative)

Date

(Client, or Representative)

Date

Urban Atelier LLC

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