CONTRACT FOR SERVICES AGREEMENT Emergency Management Consulting Amended and Restated Agreement

This Agreement, entered into this **11**th **day of February**, by and between the County of Huerfano, Colorado, whose address is 401 Main Street, Suite 201, Walsenburg, CO 81089, hereinafter referred to as the "County" and <u>Ciarlo's Emergency Management & Consultation, LLC</u> whose address is <u>142 Seneca Circle</u>, <u>Walsenburg</u>, <u>CO 81089</u>, hereinafter referred to as "Contractor".

WHEREAS, the County desires the smooth transition of both its Office of Emergency Management leadership and said office's ongoing project management, hereinafter referred to as the "transition"; and,

WHEREAS, such transition ensures the County maintains compliance with ongoing state and federal processes; and,

WHEREAS, the County and Contractor entered into an agreement dated May 14, 2024 to provide Emergency Management Consulting Services and both parties desire to amend that agreement.

WHEREAS, the Contractor desires to contract for such services.

NOW, THEREFORE, the parties mutually agree to amend the agreement of May 14, 2024 and in doing so promise, stipulate, and covenant as follows:

- The County does hereby agree to contract with the Contractor to do and perform the acts and services hereinafter more specifically set out, on the terms and conditions hereinafter enumerated for period commencing on the 1st day of February 2025 until the 31st day of December 2025.
- 2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, all elements of work as indicated below:
 - a. EMPG Grant: Assist with progress reports as requested;
 - b. BRIC Grant: HMP updates, in-kind tracking & requests for reimbursement;
 - i. Continue coordination with the consultants to complete the updated Hazard Mitigation Plan and receive both State and FEMA approval;
 - c. SHS grant requirements & reporting: assist with purchasing & requests for reimbursement as requested;
 - d. Fire Suppression Pond designation: manage project with Fire Chiefs and landowners to complete Needs Assessment so initial application can be submitted;
 - e. New Emergency Manager training and onboarding;
 - f. Huerfano County social media posting.
- 3. Huerfano County agrees to pay the Contractor **\$45 per hour** in consideration of the described work elements above.
- 4. It is understood by the parties that the Contractor may provide all materials, supplies, and equipment necessary to carry out the elements of work listed above. However, the Contractor may utilize County equipment and supplies with prior approval.
- 5. The parties intend that an independent contractor relationship is created by this agreement. The

County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor.

- 6. The work to be performed under this contract will be performed entirely at the Contractor's risk and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. The Contractor agrees to indemnify the County for any and all liability or loss arising in any way out of the performance of this contract.
- 7. This contractual agreement constitutes the entire agreement and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect until in writing and designed by both parties.
- 8. This contractual agreement may be terminated by either party in writing with thirty (30) days written notice sent to the address as provided therein by United States Mail, postage prepaid, or via electronic mail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature

By:		Date Signed:
	Karl S. Sporleder	
Title: Chairman, Board of County Commissioners		
ATTES	Γ:	
By:		
County	Clerk and Recorder	
Ciarlo's	s Emergency Management & Consultation, LLC	
By:_		Date Signed:
	Brittney Ciarlo	<u> </u>