

TOWN OF PALMER LAKE CONSULTING AGREEMENT #3

This Agreement is made effective as of February 12, 2024, by and between Town of Palmer Lake Colorado, of 42 Valley Crescent Street, Palmer Lake, Colorado 80133, a Colorado municipality, and Chavez Consulting Inc., LLC, of 13880 Gymkhana Road, Peyton, Colorado 80831.

In this Agreement, the party who is contracting to receive services shall be referred to as "Palmer Lake", and the party who will be providing the services shall be referred to as "Chavez Consulting".

Chavez Consulting has a background in public works operations and Municipal Separate Storm Sewer System (MS4) permits and is willing to provide services to Palmer Lake based on this background. Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided hereunder, and is ready, qualified, willing, and able to provide such services to Palmer Lake.

Palmer Lake desires to have services provided by Chavez Consulting.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on February 12, 2024, Chavez Consulting will provide the following services (collectively, the "Services"): As defined in the attached and accepted proposal for services as drafted solely by Chavez Consulting.
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Chavez Consulting shall be determined by Chavez Consulting. Palmer Lake will rely on Chavez Consulting to work as many hours as may be reasonably necessary to fulfill Chavez Consulting's obligations under this Agreement.
- 3. PAYMENT.** Palmer Lake will pay Chavez Consulting for the Services based at a rate of \$150.00 per hour. This fee shall be payable monthly, no later than the thirtieth (30th) day of the month following the period during which the Services were performed. Should the time spent to provide any of the Services exceed the Estimated Hours, Chavez Consulting will notify the Town of Palmer Lake prior to continuing work on that particular Service.
- 4. NEW PROJECT APPROVAL.** Chavez Consulting and Palmer Lake recognize that Chavez Consulting's Services will include working on various projects for Palmer Lake. Chavez Consulting shall obtain the approval of Palmer Lake prior to the commencement of a new project.
- 5. TERM/TERMINATION.** The term of this Agreement is from February 12, 2024 to January 31, 2025, if not terminated earlier. This Agreement shall terminate upon the written notice of either party upon 30 days' notice, with payment for work completed by the termination date due 30 days after a final invoice has been provided, subject to the provisions of Paragraph 3, above.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Chavez Consulting is an independent contractor with respect to Palmer Lake, and not an employee of Palmer Lake. Palmer Lake will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Chavez Consulting.

THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR, CHAVEZ CONSULTING IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.

7. EMPLOYEES. Chavez Consulting's employees, if any, who perform services for Palmer Lake under this Agreement shall also be bound by the provisions of this Agreement.

8. INJURIES. Chavez Consulting acknowledges Chavez Consulting's obligation to obtain appropriate insurance coverage for the benefit of Chavez Consulting (and Chavez Consulting's employees, if any). Chavez Consulting waives any rights to recovery from Palmer Lake for any injuries that Chavez Consulting (and/or Chavez Consulting's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Chavez Consulting or Chavez Consulting's employees.

Chavez Consulting agrees to indemnify and hold harmless the Town, and its officers, agents, and employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or is in any manner connected with the services to be provided under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of Chavez Consulting, any subcontractor of Chavez Consulting, or any officer, employee, or agent of Chavez Consulting or any officer, employee, or agent of a subcontractor of Chavez Consulting. Chavez Consulting further waives and releases the Town, and its officers, agents, and employees, from any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which Chavez Consulting may suffer and which arises out of or is in any manner connected with the services to be provided under this Agreement.

9. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Consultant's Intellectual Property. Chavez Consulting does not personally hold any interest in any Intellectual Property. Upon termination of this Agreement, all programs, control measures, regulatory mechanisms, record keeping systems and subparts developed for Palmer Lake will become the property of Palmer Lake.

10. RETURN OF RECORDS. Upon termination of this Agreement, Chavez Consulting shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Chavez Consulting's possession or under Chavez Consulting's control and that are Palmer Lake's property or relate to Palmer Lake's business.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email, or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Palmer Lake:

Town of Palmer Lake Colorado
Dawn Collins
Town Administrator/Clerk
45 Valley Crescent Street
Palmer Lake, Colorado 80133
dawn@palmer-lake.org

with a copy to:

Matthew Z. Krob, Town Attorney
KROB LAW OFFICE, LLC
8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111

IF for Chavez Consulting:

Chavez Consulting Inc., LLC
John B. Chavez
Owner
13880 Gymkhana Road
Peyton, Colorado 80831
johnchavez@chavezconsultinginc.com

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado.

17. NO WAIVER OF IMMUNITY. Nothing herein shall be construed as a waiver by Palmer Lake of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

Party receiving services:
Town of Palmer Lake Colorado

By: _____
Dawn Collins
Town Administrator/Clerk

Party providing services:
Chavez Consulting Inc., LLC

By: _____
John B. Chavez
Owner

STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by John B. Chavez.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

ATTACHMENT
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CHAVEZ CONSULTING INC., LLC

SCOPE OF SERVICES

The scope of services to be provided includes two services areas. The first service area is Municipal Separate Storm Sewer System (MS4) permit compliance assistance. The second service area is public works operations consultation and project management assistance. A detailed discussion of each service area is provided below.

Service Area 1: MS4 Permit Compliance Assistance

A. MS4 Permit Administration

Compliance with the MS4 permit requires ongoing administration of the permit. Permit administration services include:

- Completion of an annual program evaluation.
- Preparation of the annual report and other permit required documents as needed.
- Update the Program Description Document and regulatory mechanisms.
- Representation during permit renewal.

B. Control Measure Implementation

Assist with the implementation of the specific control measures required in Parts I.D and I.E. of the MS4 permit that includes:

- Part I.D.1. Public Involvement and Participation Process
- Part I.E.1. Public Education and Outreach
- Part I.E.2. Illicit Discharge Detection and Elimination
- Part I.E.3. Construction Oversight
- Part I.E.4. Post Construction Stormwater Management in New Development and Redevelopment
- Part I.E.5. Pollution Prevention/Good Housekeeping for Municipal Operations

C. Maintain Record Keeping System

Utilize existing information technology infrastructure and resources to maintain a mechanism that satisfies the recordkeeping requirements of the permit.

Chavez Consulting Inc., LLC will provide technical support to the Town Manager for all presentations to the Town Board of Trustees required for service areas 1,2 and 3.

D. Coordination with the Division and Colorado Stormwater Council

Chavez Consulting Inc., LLC will coordinate the Town's participation in the Colorado Stormwater Council. Technical support will also be provided for communications with the Water Quality Control Division.

Service Area 2: Public Works Operations

A. Project Management

Public works project management support will be provided on an as needed basis. Chavez Consulting Inc., LLC will coordinate the completion of public works projects with contractors and the Town Administrator. Services provided include grant management, contractor oversight and construction contract administration.

B. Public Works Operations

Public works operations management support will be provided to the Town Administrator on an as needed basis. Chavez Consulting Inc., LLC will assist the Town Administrator and Road Department supervisor and staff as needed to address operational issues that may arise on occasion.

Resources

Chavez Consulting Inc., will provide its own electronic resources to complete the required services. Documents will be produced in Word and PDF formats. Presentations will be prepared using PowerPoint. Travel expenses (if incurred) will be priced separately and directly billed to the Town.

Timeline for Execution

The following timeline is proposed for completion of the services provided. All work proposed should be completed by this date. Please note this timeline provides a suggested schedule and does not reflect billable hours needed to complete the service.

Description	Start Date	End Date	Duration
Service Area 1	February 12, 2024	January 31, 2025	12 months
Service Area 2	February 12, 2024	January 31, 2025	12 months

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. The following cost estimates are provided for evaluation purposes. The base fee for services is \$150.00 per hour. Costs for all services will be billed based on actual hours spent performing the service, rounded up to the nearest quarter hour. Actual billable hours and costs may vary due to factors outside the control of Chavez Consulting Inc. Travel time is priced separately, please see note at end of table.

Cost: Service Area #1	Estimated Hours	Cost
MS4 Permit Administration	60	\$9,000
Cost: Service Area #2	0	0
Public Works Operations	80	\$12,000
Total:	140	\$21,000.00

Note:

1. Travel time is billed at \$50.00 per hour.

Billing

Chavez Consulting Inc., will bill monthly (1st of the month) for services rendered in the preceding calendar month.

Payment

Payment is due within 30 days upon receipt of the invoice for services.

QUALIFICATIONS

Please refer to my webpage: www.chavezconsultinginc.com to review my qualifications.

CONCLUSION

Chavez Consulting Inc., looks forward to working with the Town of Palmer Lake to address its MS4 permit compliance concerns. I am confident that we can meet the challenges ahead, and stand ready to partner with the Town of Palmer Lake in developing a compliant, sustainable and effective stormwater program consistent with the MS4 permit.

Notification of acceptance of this proposal must be provided. If you have questions on this proposal, feel free to contact me at your convenience by email at johnchavez@chavezconsultinginc.com or by phone at (719) 251 5580. I will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Signed (Acceptance of Proposal)

John B. Chavez
Chavez Consulting Inc., LLC
February 15, 2024

Print Name:

Date:
