

Town of Palmer Lake, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this day _____ of January 2026 by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Community Matters Institute, a 501 (C) 3 not-for-profit (hereinafter referred to as "Consultant").

RECITALS:

A. The Town seeks professional services to assist in land use matters as further detailed in Exhibit A.

B. Consultant continues to have the requisite expertise and experience to perform the required services to support the land use function of the Town of Palmer Lake.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services to serve as the Interim Town Planner.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities of the Interim Town Planner.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No information pertaining to land use matters shall be disclosed by Consultant to third parties without consent of the Town Administrator or Town Attorney pursuant to a lawful court order directing such disclosure. Consultant is authorized by the Town to retain copies of such data and materials.

111. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town. Any reuse of the Consultant's documents is at the Town's own risk.

IV. COMPENSATION

A. In consideration for serving as the Town's interim town planner as outlined below, the Town shall pay the consultant:

At the rate of one hundred and fifty dollars (\$150) per hour for all general planning services requested by Town Staff, and one hundred and sixty (\$160) for all development review services, which for the most part are passed through to an applicant based on the execution of a cost reimbursement agreement with any applicant seeking development review services that require review by a technical expert. Such services by the consultant will continue to be itemized and include an hourly breakdown for all personnel and expenses.

B. Consultant shall submit monthly or periodic statements requesting payment. Such request shall be based upon the hours of service and related expenses performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed monthly for reimbursable costs incurred to date, as supported by detailed statements that include hourly breakdowns for all personnel and other applicable charges. The amounts of all such monthly payments shall be paid within fifteen (15) days after the timely receipt of the invoice, as provided by this Agreement.

C. The Town Administrator has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the rate of eight percent (8%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement.

E. Final payment shall be made within sixty (60) calendar days of termination of this agreement.

V. COMMENCEMENT AND TERMINATION

This contract is a one-year contract that shall commence upon approval of the Town Board of Trustees and shall terminate with fourteen (14) days' written notice by either party.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing firms or individuals in the same or similar type of work in the applicable community. The work and services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. The Consultant is serving as Interim Planner and hereby assigns Barbara A. Cole and Michael J. Davenport as the two professionals to fulfill this role. Robert C. Haywood, an economic development specialist shall also be available if such expertise is required.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

IX. INDEMNIFICATION

The Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Insurance coverage requirements specified by this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The consultant shall not be held liable for any contracts entered into by the Town with other consultants and their subcontractors.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) - policy limit, and Five Hundred Thousand Dollars (\$500,000) - each employee.

The certificate of insurance provided for the Town shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Glen Smith, Interim Town Administrator
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, Colorado 80133

C. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. 524-10-101, as from time to time amended, or otherwise available to the Town, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. CONFLICT OF INTEREST AND THIRD PARTIES

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and has the ability to terminate the agreement.

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Town or CMI. CMI's services under this Agreement are being performed solely for the Town's benefit, and no other party or entity shall have any claim against CMI because of this Agreement or the performance or nonperformance of services hereunder. The Town and CMI agree to require a similar provision in all contracts with contractors, subcontractors, vendors, and other entities involved in this Project to carry out the intent of this provision.

XIII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of El Paso, State of Colorado.

XIV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

THE PARTIES HERETO UNDERSTAND THAT THE CONSULTANT 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.

XV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVI. ENTIRE AGREEMENT

This Agreement and the attached Exhibit A is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVII. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States mail, addressed as follows:

The Town: Glen Smith, Interim Town Administrator
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, Colorado 80133

Copy to: KROB LAW OFFICE, LLC
8400 E. Prentice Ave., Penthouse
Greenwood Village, CO 80111

Consultant: Community Matters Institute
Attn: Barbara Cole
5021 Juniper Street Littleton CO 80123
barbcole@communitymattersinstitute.org

EXHIBIT A

SCOPE OF SERVICES

A1. Summary:

The Community Matters Institute (CMI) shall serve as the Interim Planner for the Town of Palmer Lake, Colorado. Barbara Cole and Mike Davenport shall provide planning services to include development review and general planning expertise for the purposes of managing and carrying out the planning services as requested by the Town Administrator. Any additional professional hours shall only be at the direction of the Town Administrator.

A2. Schedule:

This contract is a one-year contract shall commence upon approval of the Town Board of Trustees and shall terminate with fourteen (14) days' written notice by either party, unless otherwise specified.

A3. Goal:

The overall goal is to direct, manage, and provide planning services under the direction of the Town Administrator.

A4. Services:

CMI will provide the following services.

1. Assume overall responsibility for planning work products and services, including the areas of planning, development review, regulation, board and planning commission support, and management of assigned projects.
2. Administer and manage daily operations as needed and directed by the Town Administrator.
3. Prepare, monitor, and control the planning budgets as directed by the Town Administrator.
4. Provide support to the Planning Commission, Board of Trustees, and other Town boards directly related to the planning services as directed by the Town Administrator.
5. Serve as the planning representative to the Town Administrator, other Town employees, Town boards, and the public.
6. Provide reports and presentations related to the planning work of the Town.
7. Manage consulting contracts for planning-related services.

A5. Expected Outcomes/Deliverables:

1. Maintain planning services at a level consistent as provided for in the approved budget of the Town.
2. Prior to the conclusion of the contract, provide a report of findings and recommendations regarding the functions and operation of planning services.

