

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into by and between Almont Associates, a subsidiary of Weber Enterprises LLC a Florida limited liability company (Consultant), and the Carbondale & Rural Fire Protection District, a Colorado Title 32 Special District (District). This Agreement is dated the 17th of February, 2015.

For good and valuable consideration, the parties agree as follows:

1. **Work.** The Consultant shall perform the work necessary to assist the District in the completion of a master plan study as set out in the attached proposal for services (Proposal) attached as **Exhibit A** and incorporated by this reference herein. Consultant agrees to work in concert with Mark Chain Consulting LLC of Carbondale CO to produce the master plan. Consultant shall be responsible for the tasks as Shown on the attached **Exhibit B**. The District reserves the right to remove any specific component of the scope of service as outlined in the Proposal by delivering written notice of the change in scope of services to Consultant. In the event of a reduction of scope of the services, the total contract price shall be reduced by the amount associated with the removed component contained in the Proposal.
2. **Schedule.** The work will be performed beginning upon execution of this Agreement by the parties. The Consultant shall generally adhere to the timeline for services contained within the Proposal.
3. **Compensation.** The Consultant will be paid for the work required pursuant to the Agreement based on: 1) \$ 11,000 due upon completion of Task 1 Scoping, and initiation of project, 2) \$ 11,000 due upon completion of Task 2 Data collection and site visit, Task 3 Data Analysis and Task 4 Submittal of draft plan, 3) \$ 11,960 due upon completion of Task 5 Submittal of final plan. The consultant shall provide invoices to the District for work performed hereunder as the above milestones are met. Payment shall be made following approval of the invoice by the District within thirty (30) days.
4. **Standard of Work.** All work performed under this Agreement shall be done with all due care and shall be to the satisfaction of the District. The Consultant warrants that Consultant is familiar with the needs of the District pertaining to these issues and the contemplated work and possesses the necessary expertise to perform the work as required by this Agreement.
5. **Independent Contractor Status.** Consultant shall perform the services as an independent contractor, retaining complete control over Consultant's personnel and operations and conforming to all legal requirements with respect to Consultant's employees, agents, directors, officers and subcontractors.

CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE DISTRICT.

6. **Insurance.** The Consultant shall provide general liability insurance of at least \$1,000,000/\$1,000,000. The District shall be named as an additional insured on said liability insurance policy with a certificate of insurance provided to the District providing that it shall not be canceled without at least ten (10) days prior written notice to the District. The Consultant shall maintain statutory workers' compensation insurance coverage, if required, and shall maintain motor vehicle liability insurance coverage with at least minimum limits as required by law. The Consultant shall provide to the District certificates of insurance or other acceptable evidence of the existence of said insurance.

7. **Default.** In the event of default by the Consultant, in addition to all other rights and remedies available at law or in equity, the District shall have the right to stop the work being performed by the Consultant for cause, terminate the Agreement, employ others to complete the work and recover damages from the Consultant, if any, subject to the District's duty to mitigate damages, and shall be entitled to recover all reasonable attorney's fees and costs incurred by the District in connection with enforcement of this Agreement.

8. **Indemnity.** The Consultant shall indemnify, defend and hold the District and all entities and persons acting on the District's behalf against any and all liability for injury to or death of any person or entity or damage to any property, or damages resulting from any professional errors or omissions caused by negligent acts or omissions of the Consultant or its employees.

9. **Personal Services Agreement.** This is a personal services agreement on the part of the Consultant. This Agreement may not be assigned without the prior express written consent of the District.

10. **Access to Records.** The District shall have access to all books, documents, papers and records of Consultant, which are pertinent to this Agreement for the purpose of making excerpts, transcripts and copies. All original documents prepared by Consultant in performance of this Agreement, including, but not limited to, electronic media and reports, are the property of the District upon compensation to Consultant, and the District retains all applicable rights in such documents, including, but not limited to copyrights, unless otherwise agreed in writing.

11. **Termination.** Each party shall have the right to terminate this Agreement

for any reason at any time without liability by giving fourteen days (14) days written notice of such termination to the other party. In the event of such termination, the Consultant shall be paid for all satisfactory work accomplished pursuant to this Agreement prior to the date of termination based on estimated percentage of completion, including the percentage of any and all work items begun but not completed. Upon termination of this Agreement, the Consultant shall immediately cease work under this Agreement, and upon payment of compensation due and owing, Consultant shall deliver to the District all documents, keys, electronic media, reports, or other papers that have been prepared by the Consultant under the terms of this Agreement.

12. **Notice.** Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the District: CARBONDALE & RURAL FIRE PROTECTION DISTRICT
300 Meadowood Drive
Carbondale CO 81623

To the Consultant: Almont Associates
6092 Sabal Hammock Circle
Port Orange FL 32128

13. **Confidentiality.** Consultant acknowledges that there may be proprietary information or documentation disclosed or made available to the Consultant by the District to facilitate the performance of this contract that are the exclusive and confidential property of District and constitute trade secrets ("Confidential Information"). Consultant shall use the same care and discretion regarding the Confidential Information that Consultant does with respect to Consultant's own confidential property, but in no event less than reasonable care. The Consultant agrees to receive and retain the Confidential Information in confidence and use the Confidential Information only for the business purpose of supplying the services under this Agreement.

14 **Miscellaneous.**

a. Neither party will assign the contract without the written consent of the other. Consultant will not be relieved of any of the responsibilities of this contract by assigning or subcontracting the work or any portion thereof.

b. This Agreement shall be construed, interpreted and governed by the laws of the State of Colorado. In the event that legal proceedings are instituted by either of the parties for enforcement of this Agreement, such proceedings shall be brought in the Garfield County District Court. The prevailing party in any such litigation

shall be entitled to an award of reasonable attorney's fees and costs.

c. The parties agree and acknowledge that both parties have participated in the negotiation and drafting of this Agreement and no presumption shall exist in favor of either party hereto. This Agreement shall not be construed against either party merely because of said party's drafting of this Agreement.

d. This Agreement shall be binding upon the parties hereto, their partners, successors and assigns. This contract and the documents incorporated herein by reference constitute the entire agreement between the parties and may be altered, amended or repealed only by duly executed written agreement.

CONSULTANT:

ALMONT ASSOCIATES

A subsidiary of Weber Enterprises LLC

By 

Its President/CEO

DISTRICT:

CARBONDALE & RURAL FIRE PROTECTION DISTRICT

By: _____
President of the Board of Directors

Attest
