

REQUEST FOR PROPOSALS (RFP)
FOR
COMMUNITY AND RECREATION
FACILITY NEEDS ASSESSMENT



in coordination with the



SOUTH ROUTT RECREATION ASSOCIATION

January 17, 2019

RFP Submittal Deadline:
February 8, 2019 @ Noon

The Town of Oak Creek (Town), in coordination with the South Routt Recreation Association (SRRA), is issued this Request for Proposals (RFP). The Town and SRRA seek to retain the services of a qualified consultant firm or individuals (Consultant) to carry out a comprehensive community and recreation facility needs assessment. This effort will require coordination with the Town, SRRA and other South Routt County community service and recreation providers.

INTRODUCTION & SETTING

South Routt County, Colorado, is defined by the boundaries of the South Routt School District RE-3 (see map in Appendix A). The area stretches south from Oak Creek canyon, Thorpe Mountain, Yellow Jacket Pass and Pleasant Valley to McCoy. It includes the incorporated towns of Oak Creek and Yampa, and the unincorporated communities of Phippsburg, Toponas and Stagecoach.

The populated areas generally follow a central corridor defined by State Highway 131 and the Union Pacific Railroad. While much of the study area is managed by Federal and State agencies, half of the land is in private ownership – approximately 250,000 acres. The area is surrounded by the Routt National Forest, dominated by the Flat Tops Wilderness Area in the southwest. Stagecoach State Park offers camping, fishing, boating and picnic facilities. The proximity of the Steamboat Springs and Vail resort communities are increasingly influencing South Routt with demands for employee and affordable housing, location neutral employment, and locally available services. There is an abundance of passive recreation opportunities, e.g. hunting, fishing camping and hiking, on surrounding public lands and that provide important contributions to the local economy.

The Town has formed a partnership with the SRRA in its efforts to provide community and recreation facilities and programming. The mission of the SRRA is to develop recreation opportunities in South Routt by coordinating funding, programming, and resource partnerships. The SRRA, re-formed as an active a 501(c)(3) organization in 2016, has successfully partnered with the Town of Oak Creek as well as other local youth-serving agencies and communities to sustain and expand community and recreational opportunities. Over the last year a significant focus area of the SRRA has been to collaborate on further developing meaningful recreation-based programming for school-age youth, e.g. Oak Creek's summer and after school programs, outdoor-based and community service learning opportunities, and to implement the other goals of the South Routt Recreation Association Strategic Plan, 2017-2020 (Appendix B). Additional information may be found in the Town of Oak Creek Comprehensive Plan - 2015, Oak Creek Recreation Master Plan, Town of Yampa Master Plan, Stagecoach Community Plan and the Routt County Master Plan (see Appendix C for hyperlinks).

PROJECT GOAL

The overall goal of this project is to develop a comprehensive community and recreation facility needs assessment that addresses current gaps in community and recreation offerings and projected needs that will enable future planning efforts throughout South Routt.

PROJECT SCOPE

This RFP request proposals to accomplish several tasks:

1. Community Outreach and Public Participation

Provide a community outreach and public participation process to engage the public, staff, stakeholder groups and other affiliated agencies that provide community and recreation services to the South Routt community. The Consultant shall determine satisfaction levels of current offerings and identify unmet needs in the community through various methods, e.g. focus groups, surveys, interviews. Consideration needs to be included to reach time-constrained or non-electronic user groups.

2. Level of Service Analysis

The Consultant shall perform an inventory of assets and perform a level of service analysis for South Routt that can be broken down by demographic and locality including:

- a. An overview of offerings,
- b. An asset inventory and analysis,
- c. Facility inventory and analysis,
- d. Parks inventory and analysis,
- e. Community and recreation programs inventory and analysis, and
- f. An analysis of existing and potential partner organizations.

3. Gap Analysis

The Consultant shall conduct a gap analysis of community and recreation facilities and programs with the purpose of identifying underserved and overserved demographics.

Comparison of:

- a. Community offerings
- b. Community need
- c. Industry standards and trends

The analysis should include:

- a. An itemized list of programs, facilities and assets that would fill current gaps between the need and offerings
- b. Prioritized list based on current needs
- c. Identification and prioritization of future needs

Deliverables could include a map, prioritized list and other visual aids that identify projects and programs that will meet current and future needs of South Routt community and recreation facility and program users and residents. The methodology should be clearly explained.

4. Feasibility and Implementation

The Consultant will provide financial cost estimates and project costs related to all identified projects, programs and recommendations presented in the report. The report shall outline the recommendations and results of the analyses. The report will include:

- a. Identification of potential funding source
- b. Timeline for implementation with future cost taken into account
- c. Maintenance and operation cost analysis
- d. Plan to develop programming based on analysis
- e. Program for the acquisition and development of parks, recreation and community facilities, open space, trails and parks maintenance, and the administration of facilities for the future
- f. Implementation plan that includes strategies, priorities, and an analysis of budget support and funding mechanisms for the short-term, mid-term and long-term

5. Strategic Plan & Executive Summary

The Executive Summary will provide readers of the report a snap-shot look and review of the recommendations of the Strategic Plan outlined in the report. The summary should include:

- a. Consultant analysis of needs
- b. Information obtained from staff, officials and local agencies
- c. Community stakeholder and special interest group input
- d. Information and analysis acquired from community outreach and public outreach
- e. Recreation facilities inventory and evaluation
- f. Recreation program and service inventory and evaluation.

6. Strategic Plan & Executive Summary

Draft Report

A draft of the report shall be presented to Town and SRRA staff, and the Consultant will conduct a meeting with Town and SRRA staff to review and discuss needed refinements to the draft report. The draft shall be provided electronically to the designated staff for distribution.

Final Report and Presentation

The Consultant shall prepare the final report and present their findings at a meeting of interested parties including elected officials and the SRRA Board of Directors. One (1) digital copy and five (5) hard copies of the report shall be provided in addition to any PowerPoint presentation or other visual aids.

Town and SRRA staff intends to work closely with the selected Consultant throughout the process to refine the scope of work as is appropriate to complete the objectives of this undertaking.

SUBMISSION REQUIREMENTS

1. Questions: Inquiries concerning the RFP should be addressed on or before Noon, Friday, February 8, 2019 to **Mary Alice Page-Allen, Town Administrator/Clerk, Town of Oak Creek, at maryalice@townofoakcreek.com**

This RFP cannot identify each specific task required to successfully implement this project. The Town and SRRA relies on the experience, professionalism and competence of the proposing firm to be knowledgeable of the general areas identified in the project description and of professional expectations for this sort of work. This includes but is not limited to required tasks and subtasks, personnel commitments, work hours, direct and indirect costs, etc. to complete the tasks and subtasks.

2. One hard copy of the proposal plus an electronic version must be submitted containing the following elements:
 - a. Cover letter
 - b. Previous project history including the firm's specific role in the project. Include key personnel that worked on each project listed for the firm.
 - c. A brief narrative that indicates the management structure of the firm, tenure of management and ownership of the firm.
 - d. The resumes of professional personnel who will be working on this project and their specific responsibilities. The firm's project manager, who will be responsible for planning, coordinating and conducting the majority of the work, must be identified and committed to the project. The Town must approve changes to key personnel committed to work on the project subsequent to award of the contract.
 - e. A narrative briefly describing the proposed approach, using general descriptions for the activities and how this approach will ensure timely completion of the project. Also, supply a work flow diagram with performance milestones and relative timeframes for completion.
 - f. A summary and description of the methodologies that will be used to accomplish the overall goal of the project.
 - g. A client reference list from previous projects of similar scope and magnitude. List should include key personnel, contact information and their position within the agency.
 - h. A hyperlink (preferred) or hardcopy of similar projects completed by the firm.
 - i. An itemized cost proposal and the firm's hourly rate. This must be included in a separate sealed envelope and state the proposal is firm for a period of 90 days commencing on February 8, 2019.
 - j. A disclosure of all personal, professional or financial relationships with any officer or employee of the Town or SRRA.

Failure to comply with the terms of this provision may disqualify any proposal. Late submissions will not be accepted. The Town reserves the right to reject any proposal based upon the firm's prior documented history with the Town or with any other party, which documents, without

limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones and other contractual failures.

Proposals are to be submitted to:

Town of Oak Creek

Attn: Mary Alice Page-Allen

PO Box 128

Oak Creek, CO 80467

(970) 736-2422

maryalice@townofoakcreek.com

FIRM SELECTION

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The Town may reject any proposal if it is conditional, incomplete or contains irregularities. The Town may waive subject matter that is not relevant in the proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded a contract. The Town will evaluate all proposals and may elect to set up interviews to help identify the most qualified firm. The proposals will be evaluated on a variety of factors including, but not limited to:

Past Performance Record

Experience in work of similar complexity and scale. Efficiency and timeliness in completion of projects. Experience in projects completed for public entities.

Staffing Capabilities/Technical Competence

Familiarity with applicable codes and regulations. Training and proven expertise in the area of work required.

Approach to Work

Methodology to be implemented to address and coordinate the various elements within the project.

Quality Control

Demonstrated ability to provide professional level deliverables, accurate and qualified research and narrative writing style that meets professional and Town standards.

Ease of Use

Final report shall contain enough technical detail to satisfy Town staff, but also contain summaries and figures that will easily communicate its message to elected officials and the public.

Creativity

The Town recognizes the complexity of this project and encourages the creativity in firms to accomplish the overall goal of this project.

References

The Town will contact the references of the top proposals and will use that information in the evaluation and selection process.

Fee

Fees charged in the proposal will be considered along with other proposal evaluation factors.

Insurance

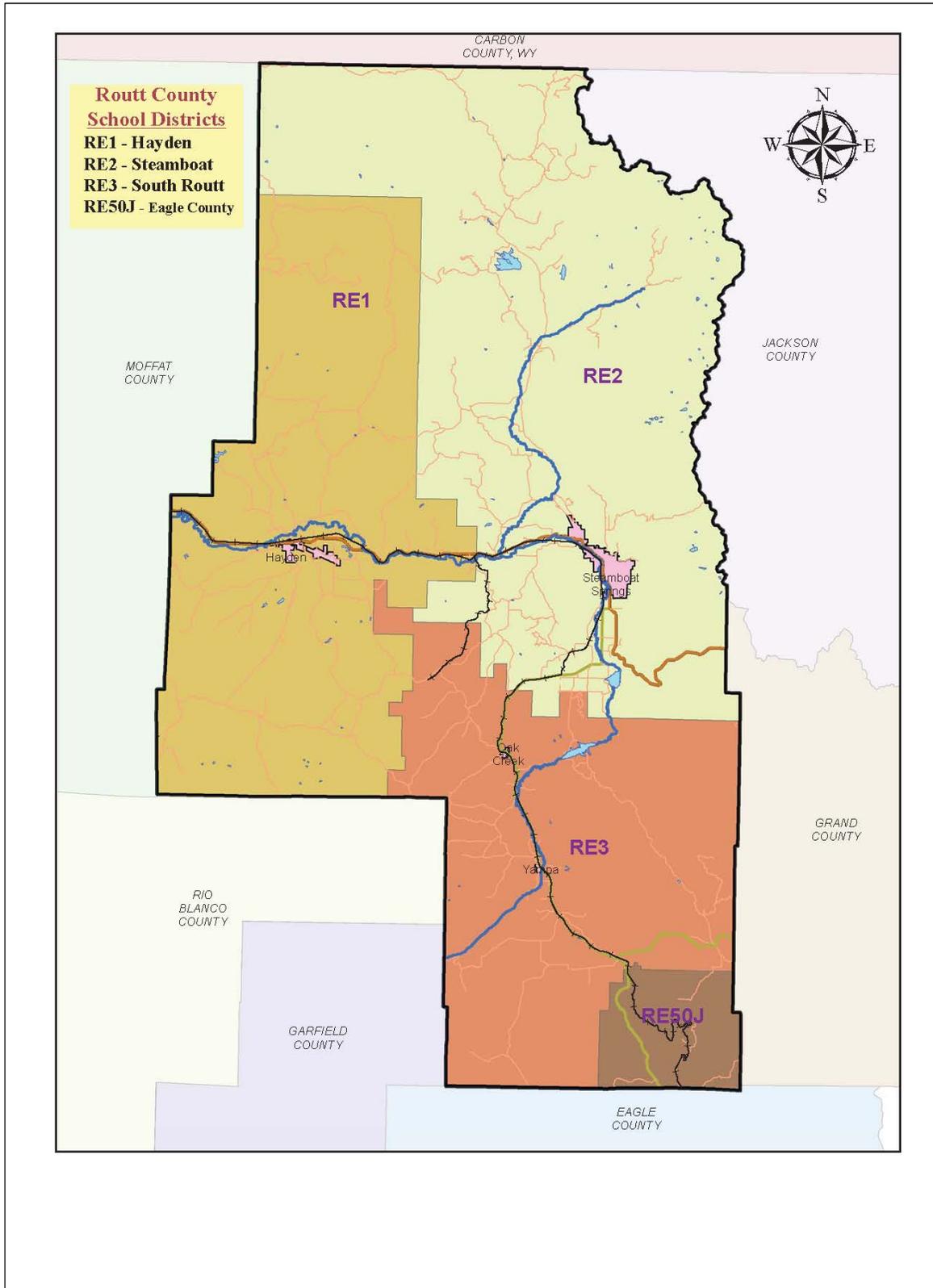
Proof of Workers' Compensation insurance with statutory limits if the vendor has any employees. Business auto liability coverage with a combined single limit of \$500,000. General liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, with the Town added as an additional insured.

The successful firm to who work is awarded shall, within thirty (30) days of the Town's approval, enter into a contract with the Town for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract (see sample Contract for Services in Appendix D).

PRELIMINARY PROJECT SCHEDULE

1. Request for Proposals Open – January 17, 2019
2. **Deadline for Proposal Submission – February 8, 2019 @ Noon**
3. Consultants selected for interview – February 15, 2019
4. Interviews conducted (if necessary) – February 19-22, 2019
5. Approval and Award of Project – March 14, 2019
6. Completion of Preliminary Assessment – August, 2019
7. Presentation of Final Report – September, 2019

APPENDIX A



APPENDIX B

South Routt Recreation Association

Strategic Plan

2017-2020

Adopted by South Routt Recreation Association Board of Directors:

Updated January 30, 2018

Executive Summary

The South Routt Recreation Association (SRRRA)'s Mission Statement:

The South Routt Recreation Association develops recreation opportunities in South Routt by coordinating funding, programming, and resource partnerships.

The SRRRA was re-formed as an active 501(c)(3) in 2016 to help develop recreation resources for the South Routt communities. The SRRRA has successfully partnered with the Town of Oak Creek's Parks & Recreation Department as well as local youth-serving agencies to sustain and expand recreation opportunities. The SRRRA Board of Directors consists of local community members, parents, Soroco School District representatives, Town of Oak Creek representatives and staff, a Town of Yampa resident, a Stagecoach resident, public lands management agency representatives, a local youth-serving organization staff member, a professional outfitter/guide business owner, and local recreation enthusiasts.

So far, the SRRRA has based its work on recent community surveys and local municipality master plans. A significant focus area for the SRRRA emerged when the Soroco School District implemented a four-day school week. The SRRRA served as a convener of groups to collaborate on developing meaningful recreation-based programming for school-age youth over the last year.

The SRRRA engaged a professional strategic planning facilitator, SRRRA board members, key stake holders, and community members in the development of a three-year strategic plan from January – May, 2017. Below are the focus areas, goals, and strategies identified through the planning process.

The SRRRA has shared the plan with the community and will treat this plan as a "living document" that will guide the SRRRA's actions and decisions for the coming years. As new opportunities arise, the SRRRA Board of Directors intend to update the plan to reflect revisions as they are identified and determined to be within the scope of the mission and abilities of the SRRRA.

**South Routt Recreation Association
Strategic Plan**

Focus Area 1: SRRRA Community Outreach

Goal A: Review SRRRA Strategic Plan Draft with stakeholders to further inform them about the SRRRA’s mission, plans, and seek feedback.

Strategies:

May 2017: Meet with Key Stakeholders to Review DRAFT Strategic Plan (prioritized for upcoming grant opportunities)

1. Soroco School District (School Board, admin/staff meetings, Students, teachers)
2. Town of Oak Creek Board of Trustees
3. Craig-Scheckman Family Foundation

June – December 2017: Additional Stakeholder Meetings

1. Stagecoach Property Owners Association
2. Town of Yampa Board of Trustees
3. Routt County United Way
4. South Routt Economic Development Council
5. Community members via one-one meetings, email and newsletters
6. Routt County Board of County Commissioners
7. Local youth-serving organizations
8. Local recreation businesses
9. Oak Creek Hockey Association
10. Colorado Parks and Wildlife: Stagecoach State Park
11. US Forest Service Yampa Ranger District
12. Routt County Youth Services Coalition

Goal B: Establish and Implement Marketing Plan

Strategies:

1. Create written marketing plan with SRRRA Board of Directors
2. Create a SRRRA logo
3. Develop documents to be shared in the community (newsletter, press releases, information to be included in local newsletters and Soroco School District electronic newsletter “Parent Square”)
4. Participate as an organization in local community events (Yampa 4th of July Parade, Oak Creek Labor Day, Oaktobefest)
5. Create Annual Report and share with all stakeholders / communities

Focus Area 2: SRRRA Coordinates Programming and Fundraising for Programs & Facilities

Goal A: Sustain existing South Routt Recreation programs and recreation facilities & equipment

Goal B: Seek funding opportunities to grow programs and expand facilities & equipment

Strategies:

1. Identify programs that the SRRA can help coordinate such as:
 - a. Soroco Friday Programs:
 - i. Elementary School-age: Town of Oak Creek
 - ii. Middle and High School-ages: partnering youth-serving organizations, public lands agencies, coordinated through SRRA?
Funding Opportunity 1: SRRA & Soroco School District has applied for the “Donnell – Kay Leveraging 5th Day Grant”
Funding Opportunity 2: Craig-Scheckman Family Foundation Grant?
 - b. Explore creating one-stop listing for all recreation programs and resources in South Routt including programs not coordinated by SRRA
2. Identify funding needs to sustain existing programs, facilities, and equipment
 - a. Transportation to access South Routt and nearby recreation resources
 - i. Identify transportation needs and potential enhancements of transportation
 - ii. Create and implement transportation coordination system for partnering entities
 - b. Four Seasons Arena:
 - i. Oak Creek Hockey: Facilitate meeting(s) with Oak Creek Hockey Association and Town of Oak Creek to explore ice rink facility needs and potential solutions and opportunities
 - ii. Identify potential additional recreation activities and programs for ice season and seasons without ice
 - iii. Determine costs to improve arena
 - c. Local Trail Systems:
 - i. Identifying Existing Trails to Maintain & Improve
 - ii. Expand access to open space from South Routt communities
 1. Oak Creek Mountain Park (Garrity Property):
 - a. Partner with the Town of Oak Creek to develop funding resources to facilitate the Town’s purchase and protection of existing open space and habitat areas with year-round non-motorized trails adjacent to Town of Oak Creek.
3. Develop written fundraising plan

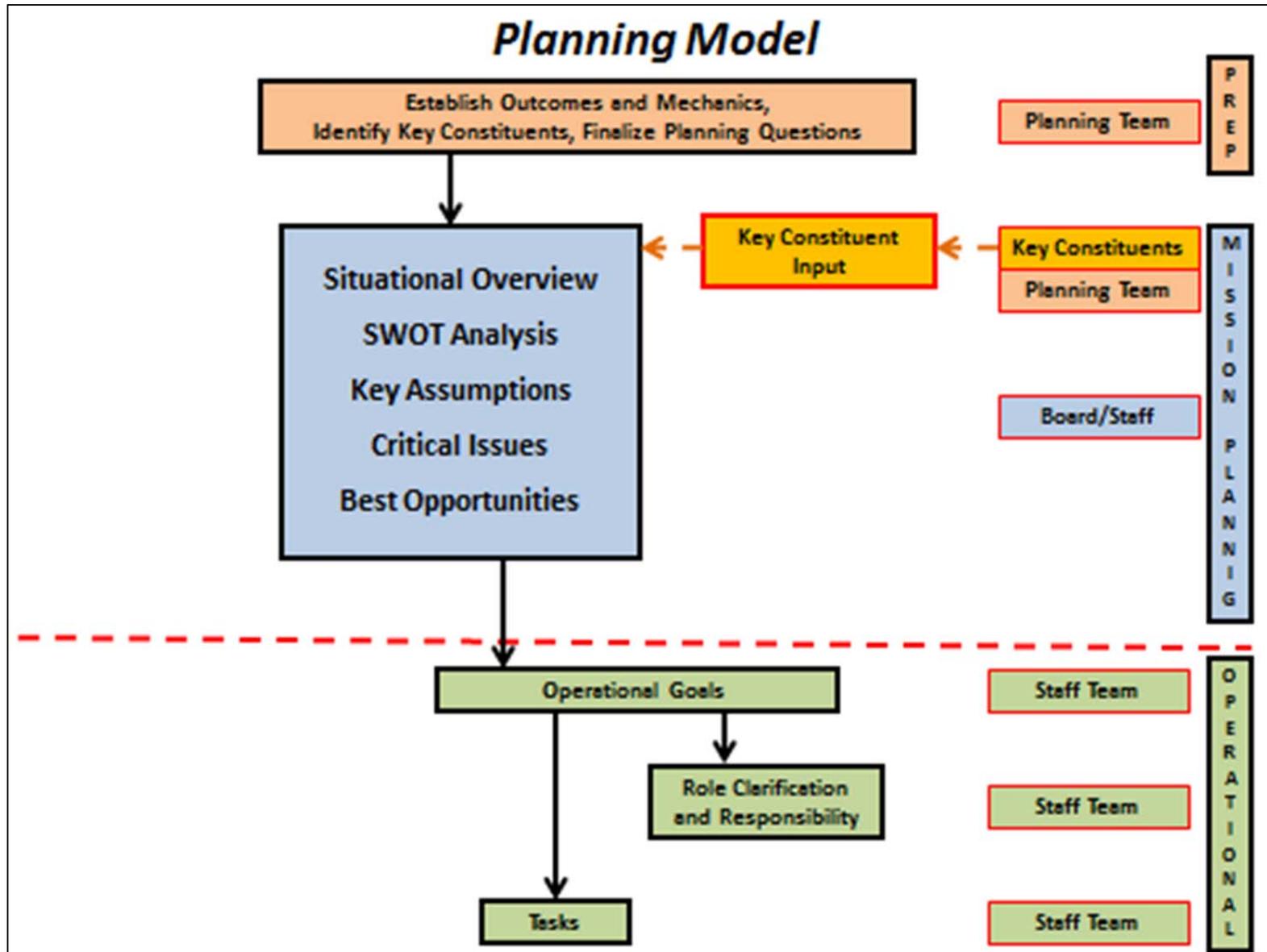
- a. Determine status of existing funding sources and identify new funding sources
 - b. Create timeline for grant applications and awards
 - c. Establish and build individual
4. Identify grant writer/manager plans (consider creating a contract position, develop goals for future staff structure and funding required to sustain staff positions)

SRRRA 2017 Strategic Planning Process

In January – March of 2017, the South Rout Recreation Association engaged Mountain Sage Consulting to facilitate a strategic planning process. The following five step planning process was developed and implemented:

- Step One: Initial Meeting with Staff Leadership**
- Step Two: Survey Prepared and Distributed**
- Step Three: Survey Results are Consolidated and Summarized**
- Step Four: Board Planning Retreat: Draft Strategic Plan Developed by SRRRA Board of Directors**
- Step Seven: Draft Strategic Plan is Shared with Key Stakeholders: Seeking Feedback (current stage)**
- Step Seven: Final Strategic Plan Developed by SRRRA Board of Directors**
- Step Eight: Final Strategic Plan Shared with all Stakeholders / Community**
- Step Nine: SRRRA Board of Directors Implements Plan and Reviews periodically with SRRRA board and Stakeholders to keep as a “Living Document”**

The following planning model was developed and has been implemented:



APPENDIX C

Links to referenced documents:

Town of Oak Creek Comprehensive Plan - 2015

<http://townofoakcreek.com/wp-content/uploads/files/documents/Other/OC%20Comp%20Plan%202015%20Final%203-17-2016%20Compiled.pdf>

Oak Creek Recreation Master Plan

<http://townofoakcreek.com/wp-content/uploads/files/documents/ParksRec/Oak%20Creek%20Recreation%20Master%20Plan.pdf>

Town of Yampa Master Plan

https://www.townofyampa.com/vertical/sites/%7B23C43B37-68F4-4698-8614-E6D418B8FFB3%7D/uploads/Master_Plan.pdf

Stagecoach Community Plan

<http://www.co.routt.co.us/DocumentCenter/View/5877/Stagecoach-Community-Plan-2017?bidId=>

Routt County Master Plan

<http://www.co.routt.co.us/DocumentCenter/View/275/Routt-County-Master-Plan?bidId=>

APPENDIX D – SAMPLE DRAFT AGREEMENT – SUBJECT TO AMENDMENTS AND REVISIONS

CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (“Agreement”), with an effective date of _____, is by and between _____, (“Consultant”), whose mailing address is _____, and the Town of Oak Creek, Colorado, whose mailing address is P.O. Box 128, Oak Creek, Colorado, 80467 (“Town”).

RECITALS

- A. The Consultant wishes to perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit A, incorporated herein by reference (“Contracted Services”).
- B. Contractor warrants that it has the experience and ability to perform the Contracted Services required hereunder.
- C. Consultant and the Town wish to establish a contractual arrangement whereby Consultant can provide the Contracted Services for the Town.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Consultant and Town agree that Consultant shall perform the Contracted Services as requested by Town subject to the following terms and conditions:

1. SCHEDULE OF PERFORMANCE

1.1 Schedule of Performance. Consultant shall commence the Contracted Services upon receipt of a written notice to proceed and shall perform all Contract Services within the “Schedule of Performance” attached hereto as Exhibit B, incorporated herein by reference. When requested by the Consultant, extension to the time period(s) specified in the Schedule of Performance may be approved in writing by the Town.

2. COMPENSATION

2.1 Contract Sum. The Town authorizes Consultant to perform the Contracted Services. Compensation for the Contracted Services shall be in accordance with the “Schedule of Compensation” attached hereto as Exhibit C, incorporated herein by reference.

2.2 Invoices. Each month the Consultant shall furnish an original invoice for all work performed and expenses incurred during the preceding month to the Town. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

The Town shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by the Consultant that are disputed by the Town, the Town will use its best efforts to cause the Consultant to be paid within thirty

(30) days of receipt of the Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by the Town, the original invoice shall be returned by the Town to the Consultant for correction and resubmission.

2.3 Additional Services. The Town shall have the right at any time during the performance of the Contracted Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Town to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant.

3. COORDINATION OF WORK

3.1 Representative of Consultant. _____ Is hereby designated as being the representative of the Consultant authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of the Consultant and any authorized agents shall be under the exclusive direction of the representative of the Consultant. The Consultant shall make every reasonable effort to maintain the stability and continuity of the Consultant's staff and subcontractors, and shall keep the Town informed of any changes.

3.2 Representative of Town. _____ is hereby designated as being the representative of the Town authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Town Representative"). The Town Administrator shall have the right to designate another Town Representative by providing written notice to the Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Town. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the Town. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Consultant is at all times during the performance of the Contracted Services acting as an Independent Contractor and neither as an employee of the Town nor as a joint venturer with the Town. Consultant agrees to pay as applicable all personnel taxes, Workers' Compensation premiums, life, health, and automobile insurance premiums, and understands that no personal benefits, such as vacation, sick leave unemployment benefits, or retirement pay, shall accrue to Consultant as a result of this Contract.

4. INSURANCE AND INDEMNIFICATION

4.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the Town, during the entire term of this Agreement including any extension thereof, the following policies of insurance that shall cover all elected and appoint officers, employees and agents of the Town:

4.1.1 Comprehensive General Liability Insurance. General Liability insurance with minimum combined single limits of \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. The policy shall include the Town, its officers and its employees, as additional insured, with primary coverage as respects the Town, its officers and its employees.

4.1.2 Worker's Compensation Insurance. Worker's Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance.

4.1.3 Automotive Insurance. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than (i) \$150,000 per person in any one occurrence and \$500,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall include the Town, its officers and its employees, as additional insured, with primary coverage as respects the Town, its officers and its employees. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town under this contract.

A certificate of insurance shall be completed by the Consultant's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town Administrator or other individual as may be authorized by the Town prior to commencement of any services under this Agreement.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary of any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

4.2 Indemnification. To the full extent provided by law, the Consultant agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys' fees, or paying any judgment (herein "claims and liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of the Consultant, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnors"), or arising from the Consultant's indemnors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the Town indemnitees.

5. REPRESENTATIONS

5.1 Consultant hereby represents and warrants that:

5.1.1 All software, computers and technology used in the performance of Contracted Services will contain appropriate and adequate security protocols, including but not limited to, password protection, data encryption, and firewalls, reasonably necessary to protect the information and data of the Town; and

5.1.2 All software and technology used in connection with the performance of Contracted Services is properly owned or licensed by Consultant, and that it does not violate any law, regulation, or contractual duty of Consultant.

6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the Town and services performed hereunder (the "books and records"), as shall

be necessary to perform the services required by this Agreement and enable the Town Representative to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Town Representative shall have full and free access to such books and records at all times during normal business hours of the Town, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Town Representative such reports concerning the performance of the services required by this Agreement or as the Town Representative shall require.

7. STANDARD OF CARE

7.1 Consultant shall provide and perform the Contracted Services in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all Federal, state, and local governmental agencies which may regulate or have jurisdiction over the Services (“Law”).

8. TERMINATION

8.1 The Town may terminate this Contract at any time by giving Consultant written notice thereof. Upon said termination, Consultant will be reimbursed for that portion of the Contracted Services completed prior to termination. Consultant may terminate this Contract at any time by giving the Town written notice thereof.

9. CONFIDENTIAL INFORMATION

9.1 All information and data disclosed by the Town or otherwise developed or obtained under this Agreement shall be deemed to be proprietary and confidential information (“Confidential Information”).

9.2 Consultant shall not disclose Confidential Information without the Town’s written consent. Those persons under Consultant’s control shall not use Confidential Information for any purpose other than for the proper performance of the Contracted Services.

9.3 Consultant’s obligations under this Article shall not apply to Confidential Information that is: (i) in the public domain without breach of this Agreement; (ii) developed independently by Consultant; (iii) received by Consultant on a non-confidential basis from others who had a right to disclosure of such Confidential Information; or (iv) required to be disclosed by Law, but only after actual prior written notice has been received by the Town and the Town has had a reasonable opportunity to protect disclosure of such Confidential Information.

10. CONFLICT OF INTEREST

10.1 Consultant agrees to refrain from any activity during the term of this Agreement which could be interpreted as constituting a conflict of interest, and shall promptly notify the Town regarding any change in Consultant’s private interests which is likely to result in or give the appearance of a conflict of interest. Consultant agrees to advise the Town prior to acceptance of any related work.

11. GOVERNING LAW

11.1 The validity, construction, and performance of this Contract and all disputes between the parties arising out of this Contract or as to any matters related to but not covered by this Contract shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Colorado.

Consultant

By: _____

Title: _____

Address: _____

Town

By: _____

Title: _____

Address: _____