

**PROFESSIONAL SERVICES CONTRACT
PUEBLO OUTREACH COORDINATOR**

THIS CONTRACT, effective as of August 1, 2023, is made by and between the Fountain Creek Watershed, Flood Control, and Greenway District (“District”) and Susan L. Finzel (“Contractor” or “Pueblo Outreach Coordinator”).

WHEREAS, the Board of Directors of the District (the “Board”) has the sole authority to manage the District, to establish the goals, direction, objectives, policies, and budget of the District, and the responsibility to ensure the management of the District is implemented pursuant to the terms of the District’s establishing legislation, C.R.S. §§32-11.5-101, et seq. (the “Act”); and,

WHEREAS, the District has the authority to contract the services of independent contractors to provide contract services for the District; and,

WHEREAS, the District desires to purchase and receive from Contractor the services described below; and,

WHEREAS, the Contractor is uniquely qualified and able to provide the type of services sought by the District given the Contractor’s education, professional experience, abilities, and prior service on the Creek Week Steering Committee and partner for Fishing Derbies; and,

WHEREAS, the District desires to contract with Contractor to serve as the District’s Pueblo Outreach Coordinator and to perform the services described below; and,

WHEREAS, the Parties desire to reduce to writing the terms and conditions under which these independent services will be provided by Contractor and how Contractor will be compensated for said services.

NOW, THEREFORE, in consideration of the above, and in accordance with the mutual terms, conditions, requirements, and obligations set forth in this Contract, the District and Contractor agree as follows:

1. INDEPENDENT SERVICES SUMMARY.

Consistent with the general principles, responsibilities, and goals of the Board of Directors of the District (“Board”), and in coordination with the District’s Executive Director and the Board, the Pueblo Outreach Coordinator shall be responsible for managing five components of the Xcel Energy Grant:

- A. Creek Week 2023 in Pueblo;
- B. Engaging Pueblo area schools in Creek Week and providing educational opportunities/resources;
- C. Brewshed Alliance expansion and Liquid Lecture program planning;
- D. Manage Fountain Creek bike ride; and,
- E. Lead/coordinate other activities as they arise and as described in the Xcel Grant.

2. INDEPENDENT CONTRACTOR STATUS: The Pueblo Outreach Coordinator will serve the District as an independent contractor, free to use her professional judgment and discretion to implement the policies, obligations, and objectives of the District. The Pueblo Outreach Coordinator will not serve as an employee of the District and, as such, will not receive either specific instruction from the Board regarding how or when to perform the independent services or manage any staff or equipment utilized by Contractor in providing these services. The District is contracting with the Pueblo Outreach Coordinator to perform these services and functions as an independent contractor, not as an employee. The District will not subject the Pueblo Outreach Coordinator to direct supervision and control regarding performance of these services, but the Pueblo Outreach Coordinator shall be accountable to the Board for the timely performance of these services. Neither the Pueblo Outreach Coordinator nor any agent, employee, or servant of the Pueblo Outreach Coordinator shall be, or shall be deemed to be, an employee of the District.

The Pueblo Outreach Coordinator shall pay when due all required personal income taxes, including tax obligations incurred by reason of using employees, and shall provide and keep in force worker's compensation and unemployment compensation insurance, if applicable, in the amounts required by law. The Pueblo Outreach Coordinator shall be solely and entirely responsible for the acts of her employees, agents, licensees, servants, and subcontractors during the performance of this Contract. The Pueblo Outreach Coordinator shall defend, indemnify and hold harmless the District and its Board, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, fines, costs or expenses of whatever kind, including reasonable attorneys' fees ("Losses") arising out of or resulting from any third-party claim, suit, action or proceeding arising out of or resulting from the acts or omissions of her employees, agents, licensees, servants, and subcontractors.

3. TERM: This Contract shall commence on August 1, 2023 and terminate on July 31, 2024.

4. COMPENSATION: The District agrees to compensate the Pueblo Outreach Coordinator for services rendered in accordance with this Contract in the amount of \$30.00 per hour, with the total amount of compensation not to exceed \$18,000.00, said compensation being payable on a monthly basis, as invoiced. The Pueblo Outreach Coordinator shall invoice the District on or before the tenth day of each month and provide a description of services performed and time spent performing services. The Pueblo Outreach Coordinator shall be responsible for payment of all ordinary expenses incurred in the performance of these services. The District will not reimburse expenses incurred by the Pueblo Outreach Coordinator in performing the routine services, duties, and responsibilities of this Contract.

The District will reimburse the Pueblo Outreach Coordinator for expenses incurred by the Pueblo Outreach Coordinator for the benefit of the District if such expenses are authorized by the District prior to incurring same. The Pueblo Outreach Coordinator shall inform the District's Executive Director of any such expense and request prior approval for same. The District's Executive Director shall respond to any such request within one (1) working day and may make arrangement for payment by the District of any such approved expense. The Pueblo Outreach

Coordinator shall invoice the District on or before the tenth day of each month for any expenses incurred by the Pueblo Outreach Coordinator for the benefit of the District as described above.

5. TERMINATION: The District may terminate this Contract for cause, being the failure of the Pueblo Outreach Coordinator to substantially perform the contracted services, upon three (3) days prior written notice. The District may terminate this Contract without cause upon thirty (30) days prior written notice. Upon receiving written notice of termination, the Pueblo Outreach Coordinator shall take all reasonable measures necessary to complete all engaged services in an orderly and timely manner, i.e., if for cause, within three days or, if without cause, within 30 days. The Pueblo Outreach Coordinator shall be paid for services rendered, and expenses incurred as described above, through the date of termination. All data, plans, reports, notes and documents provided to or prepared by the Pueblo Outreach Coordinator in performance of this Contract shall be delivered to the District immediately upon termination.

6. MEDIATION, REMEDIES and LEGAL FEES: The Parties hereby agree that if any dispute arising from this Contract cannot be resolved by mutual agreement of the Parties, the Parties shall engage in good faith mediation prior to filing a lawsuit. The Parties shall jointly appoint an acceptable mediator and shall share equally in the cost of such mediation. If the Parties are unable to resolve the dispute after good faith mediation, the Parties further agree and acknowledge that the Parties may pursue any remedies available either at law or in equity. In the event of litigation, the court shall award the prevailing party all reasonable and necessary costs, expenses, and legal fees.

7. OWNERSHIP: All data, plans, reports, notes and documents provided to or prepared by the Pueblo Outreach Coordinator in performance of this Contract is the property of the District and shall be delivered to the District upon the Board's request or upon termination of this Contract.

8. ASSIGNMENTS/SUBCONTRACTS: The Pueblo Outreach Coordinator shall not assign the Pueblo Outreach Coordinator's interest in this Contract or the work to be performed under this Contract without the advance written consent of the District, which consent may be withheld at the discretion of the District Board. It is understood and agreed that the services will be performed by Susan L. Finzel.

9. CHANGES OR MODIFICATIONS: No modification, amendment, notation, change or other alteration of this Contract shall be valid unless mutually agreed to by the parties in writing and executed as an amendment to this Contract.

10. OTHER WORK OF THE CONTRACTOR and CONFLICTS OF INTEREST: It is understood and agreed that the Contractor may be engaged by other parties for representation and services. The Contractor shall identify to the District those parties with whom the Contractor is engaged, and specifically, any whose interests may conflict with those of the District. The determination of the existence of, or the appearance of, a conflict of interest will be made by the Board on a case-by-case basis and this determination shall be solely within the discretion of the Board. If the Board determines the existence of either a real conflict of interest, or the appearance of a conflict of interest, the Board may ask the Contractor to refrain from representing the party creating such conflict. If the Contractor refuses to refrain from representing the party creating the conflict of interest, the Board shall notify the Contractor of any necessary modifications to the compensation rate as may be required to allow the District to contract with additional

representation regarding the conflicted matter. The Pueblo Outreach Coordinator warrants and represents that there are no agreements to which she is a party which would prevent her timely and complete performance of the terms of this Contract, and she will not enter into any such agreement during the term of this Contract.

11. INDEMNIFICATION: To the extent authorized by law, the Pueblo Outreach Coordinator shall defend, indemnify and hold the District and its Board, agents, officers, servants, licensees, employees, contractors, subcontractors, or assignees free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorney's fees, on account of injuries to or death of any person or persons or damage to any property arising from or related to the Pueblo Outreach Coordinator's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of this Contract. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the District pursuant to the Colorado Governmental Immunity Act or otherwise as provided by law.

12. AUDIT AND INSPECTION: The Pueblo Outreach Coordinator shall always during the term of this Contract maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this Contract and shall utilize such bookkeeping procedures and practices as will reflect these costs. These books and records shall be subject, at any reasonable time, to inspection, audit or copying by the Board, Federal, State or District representatives, or independent auditors or accountants designated by the District.

13. OPEN RECORDS. The Pueblo Outreach Coordinator shall permit the District, the Board, or other persons authorized or designated by the District, at any reasonable time, to inspect, transcribe or copy all data, notes, records, documents, and files of the work Pueblo Outreach Coordinator is performing in relation to this Contract. If inspection or copy of any public records, or any District records are lawfully requested by any Federal, State or County entity or agency, the Pueblo Outreach Coordinator shall timely provide same as required by law; however, the Pueblo Outreach Coordinator shall confer with the District's General Counsel prior to producing these records.

14. COMPLIANCE WITH LAWS: Always during the performance of this Contract, the Pueblo Outreach Coordinator shall strictly observe and conform to all applicable Federal, State, and local laws, rules regulations and orders that have been or may hereafter be established. The Pueblo Outreach Coordinator shall file federal and state income tax returns reporting the compensation earned pursuant to this Contract.

15. APPLICABLE LAW: The laws, rules and regulations of the United States, the State of Colorado, and El Paso County and Pueblo County shall be applicable in the enforcement, interpretation, and execution of this Contract.

16. ENTIRE AGREEMENT: This Contract constitutes the entire understanding of the parties. At the time of execution of this Contract, there are no other terms, conditions, requirements or obligations affecting this Contract which are not specifically set forth herein.

17. ADDRESSES FOR NOTICES AND COMMUNICATIONS:

For the District:
Alli Schuch, Executive Director
Fountain Creek Watershed, Flood Control and Greenway District
P.O. Box 8100
Colorado Springs, CO 80933
Phone: 719-650-7474
e-mail: fountainckdist@gmail.com

For Consultant:
Susan L. Finzel
2158 County Farm Road
Pueblo, CO 81006
Phone: 719.406.5201
e-mail: sfinzel.211@gmail.com

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this ____ day of _____, 2023, acknowledging that this Contract is effective as of August 1, 2023.

Fountain Creek Watershed, Flood Control, and Greenway District

By: Tamara Estes, District Chair

ATTEST:

By: Terry Hart, District Secretary
CONTRACTOR:

By: Susan L. Finzel

APPROVED AS TO FORM:

By: Stéphane W. Atencio, District General Counsel