

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered this ___ day of _____, 2022 ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Joslyn Rafferty-Cammer, a Colorado sole proprietor, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to the Pueblo Food Project Youth-Led Chicken Coop Feasibility Study and related ancillary services, hereinafter referred to as the "Project". In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in *Schedule 1* attached hereto and incorporated herein by reference, including but not limited to providing the outlined Deliverables. Such services shall include all usual and customary professional consulting services in connection with Consultant's work on the Project.

(b) Consultant shall maintain prudent and accurate records of all transactions. The Consultant shall track all project activities. Client will not reimburse or otherwise pay for any of Consultant's transactions, as such costs are part of Consultant's business.

(c) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, notwithstanding Client's initial acceptance of same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees, if any.

(d) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Statement of Work described in *Schedule 1* or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$5,000.00. Consultant may invoice Client for up to forty (40) hours of Consultant work per calendar month at a rate of \$50 per hour of work. No monthly invoice from Consultant shall exceed \$2,000.00. Payments shall be made within forty-five

(45) days of invoice by Consultant.

(b) Consultant shall submit periodically, but not more frequently than monthly, records of time worked and services rendered. Records shall contain appropriate documentation, if available, evidencing that such services have been performed. Consultant must submit a written request and obtain signed approval prior to completing any work beyond the scope of this agreement.

(c) No separate or additional payment shall be made for profit, overhead, telephone expenses, travel, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(d).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data, and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy.

(c) Client shall examine all documents presented by Consultant, and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of forty-five (45) days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on September 1, 2022 and ends on November 30, 2022, unless the project is completed by Consultant and approved by Client prior to that date or the term is sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

(b) Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of Client which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the Client.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time

upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(d) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid the monthly rate on a pro-rated basis for all services rendered and reasonable costs incurred to date of termination, together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Client, or (b) payment at the monthly rate on a pro-rated basis for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with section 1(d) of this Agreement.

SECTION 7. EQUIPMENT AND SOFTWARE.

Consultant will not be provided with Client owned equipment ("Equipment"), such as computers or software, for Consultant's work on the Project. All equipment must be provided by Consultant and Consultant shall make no claim to any Equipment or other Client property provided under this Agreement. Consultant shall cooperate in all instances with Client to ensure compliance with Client's policies, including its information technology policies, and the protection of Client's data and systems.

SECTION 8. USE OF DOCUMENTS.

Data, plans, reports, and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, and Client shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion, and (ii) in full compliance with the requirements of this Agreement and applicable regulations.

SECTION 9. INSURANCE AND INDEMNITY.

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claims for damages for professional liability.

(b) Consultant agrees to hold harmless, defend, and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors, and consultants.

SECTION 10. REQUIRED GRANT PROVISIONS

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided through private, State, and Federal grants, including but not limited to the American Rescue Plan Act (“ARPA”). Consultant agrees it is subject to and shall comply with all applicable provisions of said grants, the Act under which the contract award has been made, and applicable regulations.

(b) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client and the grant providers at any time during normal business hours and as often as Client and the grant providers deem necessary, to audit, examine, and make excerpts or transcripts of relevant information, and otherwise to perform official functions or duties.

SECTION 11. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 12. MISCELLANEOUS.

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, Attention: Nicholas A. Gradisar, Mayor, 1 City Hall Place, Pueblo, Colorado 81003; or to Consultant, Attention: Joslyn Rafferty-Cammer, 4405 Eagle Ranch Road, Pueblo, Colorado, 81004. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of *Schedule 1* or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client’s sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client’s governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant

nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, gender orientation or age. Consultant shall endeavor to ensure that its employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, gender orientation or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law, then this entire Agreement shall be void.

(h) Electronic Signatures. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

SECTION 13. PERA LIABILITY.

Consultant shall reimburse the Client for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Client under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the Effective Date.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

JOSLYN RAFFERTY-CAMMER

By: _____
Naomi Hedden, Director of Purchasing

By:  _____

Attest: _____
City Clerk

Title: Consultant _____

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

Director of Finance

APPROVED AS TO FORM:

City Attorney

SCHEDULE 1

STATEMENT OF WORK

Summary:

The Consultant will develop an assessment of the current landscape in Pueblo County to develop a youth-led community chicken coop program. The program was developed by the Pueblo Food Project and the Colorado Department of Law as part of grant award deliverables.

The Consultant will:

- summarize, analyze, and evaluate the existing efforts, outcomes, opportunities, and roadblocks
- identify a list of stakeholders responsible for, or interested in, creating and maintaining efforts at schools, within school clubs, or outside organizations
- provide feasible recommendations based on stakeholder input for growing and sustaining the youth-led chicken coop program in Pueblo County, across our two school districts, charter school networks, clubs, and outside organizations.
- identify possible locations for this project to live
- provide a program roadmap based on evidence collected with key stakeholders and Pueblo Food Project

Deliverables:

- One complete assessment report including, at a minimum, the following sections
 - Executive summary
 - Current efforts
 - Programs, locations, budgets associated
 - Outcomes
 - Roadblocks
 - The role played by the implementing school
 - The role played by community partners
 - Opportunities for youth-led chicken coop efforts in
 - In-school programming
 - After-school programming
 - Community partnerships with schools
 - Roadblocks hindering the development of a youth-led chicken coop in Pueblo County
- One list of community contacts including staff persons at the school districts who are leading or interested in a youth-led chicken coop program, and the role they are currently or willing to play
- List of locations that the program may be able to live and contacts for each location
- A summary of what the program would look like based on the stakeholder input and expertise of the awarded consultant.

Consultant's Qualifications

- Demonstrated understanding of raising and caring for chickens in Pueblo
- Demonstrated experience in community assessment work
- Demonstrated understanding of the Pueblo Food Project

Budget

This is a fixed-cost contract with a budget of no more than \$5,000.

Consultant Submittal:

Joslyn Rafferty-Cammer
4405 Eagle Ranch Road
Pueblo 81004
719-248-5841

Hi and Hello!

Thank you so much for the invitation to help Pueblo County youth! This is my bid response to the Youth Led Chicken Coop Study lead by the Pueblo Food Project. I have been familiar with Pueblo Food Project and are excited for an opportunity to work closely with them.

I believe strongly that helping and educating our community about where their food comes from, and taking it to a whole other level by starting with poultry as it's products have become something most people consume daily. My grandparents had a backyard broiler flock that they started during one of the leaner times in the 50's. They lived in Lakewood, Colorado and were both farm kids from the Maybell/Meeker community. They instilled a love for raising chickens for both egg and meat as I can recall family photos of me in a diaper holding a chicken like a baby. I've raised poultry for the majority of my life and have been involving myself with youth programs to pass on my inspiration to the next generation. I was a member of the 4H Parker Aggies in Douglas County, Colorado as well as Feather Fanciers Club (showed as a youth) and a member of the American Poultry Association. I now have become connected with the Poultry Improvement and Conservation Association, looking to maintain and preserve heritage breeds that are seeing declining hatch rates and fewer breeders. Currently, I'm the Pueblo County Poultry Superintendent with 4H and love teaching youth about marketing, breeding, embryology, meat quality and showmanship which is only part of my involvement within the community. Outside of 4H I have also been getting into the classroom and sharing my personal passion for poultry and encouraging them to be excited to learn where their food is coming from, starting with an egg. This last year we had 3 separate batches of incubators with hatching eggs, I hope to expand and would love the opportunity to develop more relationships with schools and possibly have youth help raise and take care of poults after they hatch them. I worked with the Vineland FFA/AG program and they have a garden and barn setup for animals. It's been a great project since I have started and I have watched the kids' knowledge of poultry grow over my time there. While most rural schools have access to space and can raise poultry, I'd like to see schools in the District 60 create a farm to table learning experience for kids where they can grow a garden, have a small scale chicken coop, collect eggs and learn about taking care of animals. I'd like to approach the Boys and Girls Club on the east side of Pueblo in an addition to schools. They have a program year round that could help maintain the husbandry and care of the poultry. I believe you can have 10 chickens in City Limits and Pueblo West 12 and that's more than enough to start a program. Utilizing the CSU Extension office and resources would be helpful would most certainly be helpful. I'm also looking at the possibility to partner with

Holmes Hardware Block on Union which are looking at developing a project downtown that would include raising poultry and produce for their restaurant. I like the idea of educating on regenerative farming and how that can impact our food source on a small scale. To summarize, the chicken manure helps provide nutrients to the garden, the weeds are given to the chickens and produce scraps from the kitchen are too. Then, showing how you can change yards so the vegetation is not destroyed, but maintained in a healthy way.

I'm going to be honest, I've never developed a poultry plan like this for a school. I've helped friends, 4H'ers and others interested in raising poultry construct and raise backyard flocks from the basics of housing, space, environment, feed, nutrition and picking breeds. I've worked with Beth at CSU Pueblo Extension on online presentations and a farm tour of my emu on YouTube. I host butchering clinics at my farm where we look at meat conformation and fleshing, talk about ways to improve bird quality and learn how to process for personal use. I teach basic showmanship clinics here in Pueblo and will be partnering with Huerfano County youth. I had the pleasure of visiting and judging poultry projects at their county fair in La Veta last week. I think it is important to reach out and help communities in Pueblo and elsewhere to gain knowledge in raising poultry because I believe strongly in educating the youth from a young age. When I started my embryology projects at schools, it was interesting to hear of so many kids not knowing where their chicken nuggets or even a carton of eggs were coming from. It has been and will continue to be my goal to teach the youth and others about where their food is coming from and how we can improve the quality of our food along the way.

References:

4H leader

Vicky Ingram

719-252-8540

baconeggsfarm@gmail.com

FFA/AG teacher at Vineland Middle School

Stacey Bustos

719-821-0911

Slbustos@district70.org

CSU Pueblo Extension Agent for Youth Development

Jen Loewen

719-248-0367

johnstonje@pueblounty.us