

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the Board of County Commissioners of the County of Park, a Colorado county (the "County") and Ron Sladek of Tatanka Historical Associates, an independent contractor ("Consultant").

WHEREAS, the County requires professional services; and

WHEREAS, Consultant has held itself out to the County as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the County. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, *quantum meruit* or implied contract.

II. REPORTS, DATA AND WORK PRODUCT

A. The County shall provide Consultant with reports and such other data as may be available to the County and reasonably required by Consultant to perform the Scope of Services. All documents provided by the County to Consultant shall be returned to the County. Consultant is authorized by the County to retain copies of such data and materials at Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the County, no project information shall be disclosed by Consultant to third parties without prior written consent of the County or pursuant to a lawful court order directing such disclosure.

C. The County acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the County upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the County electronic versions of all work product, in the format directed by the County.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the County shall pay Consultant an amount not to exceed twenty-four thousand nine hundred dollars (\$24,900). The method and manner of payment shall be as specified in **Exhibit B**, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the County, the Scope of Services shall be complete and Consultant shall furnish the County the specified deliverables as provided in Exhibit A.

V. PROFESSIONAL RESPONSIBILITY

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

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the County for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the County of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the County's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of

any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the County has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than zero percent (0%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the County a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the County reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

VI. 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 this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor 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 County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, two million dollars (\$2,000,000) disease – policy limit, and two million dollars (\$2,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the County and the County's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

C. Any insurance carried by the County, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the County a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the County. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement, or at its discretion, the County 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 County shall be repaid by Consultant to the County upon demand, or the County may offset the cost of the premiums against any monies due to Consultant from the County.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the County 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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the County's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the County's issuance of written notice of intent to terminate, the County shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the County shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the County thereafter shall be at the County's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

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

X. INDEPENDENT CONTRACTOR

1. Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work 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 a County employee for any purposes whatsoever. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

XI. RESERVED

XII. MISCELLANEOUS

A. Governing Law and 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 Park County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the County, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The County: Park County Board of County Commissioners
856 Castello Avenue
Fairplay, CO 80440
Consultant: Ron Sladek
Tatanka Historical Consultants
PO Box 1909
Fort Collins, CO 80522

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. 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.

I. Governmental Immunity. The County, 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 or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the County and its officers or employees.

J. Rights and Remedies. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the County not performed in the current fiscal year shall be subject to annual appropriation of funds by the County's governing body. Should sufficient funds not be appropriated for the County's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

L. Excluded Party List. If this is a covered transaction as defined below, Consultant certifies by its signature that it has not been suspended, debarred, voluntarily excluded, or otherwise rendered ineligible, its principals have not been suspended, debarred, voluntarily excluded or otherwise rendered ineligible to participate in a federal payment program by any Federal or State of Colorado department or agency as provided in OMB guidance, 2 CFR part 180, implementing Executive Orders 12549 and 12689. A "Covered Transaction" is defined as those procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000.00 or meet other specified criteria. Consultant certifies that it has completed the verification by checking the "Excluded Parties List System" (EPLS) at www.SAM.gov.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF PARK**

Chair

ATTEST:

_____, County Clerk

APPROVED AS TO FORM:

County Attorney

CONSULTANT

By: RD, SK

STATE OF COLORADO)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 23rd day of January, 2026, by Ron D. Sladek, as President of Tananka Historical Associates

My commission expires: June 14, 2027

(SEAL)



Mikelle Rittenhouse
Notary Public

Exhibit A
Tatanka Historical Associates, Inc.



P.O. Box 1909
Fort Collins, Colorado 80522
Email: tatanka@verinet.com
Website: www.tatankahistorical.com
[REDACTED]

16 December 2025

Kate McCoy
Preservation and Project Manager
Park County Department of Heritage and Tourism

Subject: Update to Park County's Historic Preservation Plan

Scope of Services, Budget and Schedule

Dear Kate,

A big thank you to Park County for engaging me to complete the update to the historic preservation plan that will cover the years 2026-2030. The project will require fieldwork, research, and public meetings, activities that will result in a written plan containing analysis and practical guidance designed to enhance the community's preservation program.

The scope of services, budget and schedule below were derived from my proposal and are based upon my experience completing similar historic preservation studies and plans, along with an understanding of Park County's needs and expectations for this project. I look forward to working with you and the citizens of Park County over the coming months.

Regards,

A handwritten signature in blue ink that reads "R. D. Sladek".

Ron Sladek
President

SCOPE OF SERVICES

The planning process used by Tatanka Historical Associates on every project is informed by the active participation of the community. My goal is to create a Historic Preservation Plan for Park County that reflects the community's vision for the protection and preservation of its unique history, cultural heritage, and built environment.

I operate in a professional and open manner, where all ideas are welcome and every participant has a voice. My role as the consultant is to study the built environment and existing preservation program, and to facilitate dialogue that will result in a user-friendly Preservation Plan that is customized to the specific history, development patterns, historic resources, and interests of the community. The updated Plan will provide Park County with a "toolbox" for effectively managing its historic preservation program through the coming years.

Working closely with Park County staff, the Park County Historic Preservation Advisory Commission ("HPAC"), and other key stakeholders, I will engage with the community to identify opportunities and issues through public outreach efforts and discussion sessions. This process will also educate the public about the importance of historic preservation, helping to ensure implementation of a Preservation Plan that is supported by Park County's HPAC and the community's stakeholders. The Preservation Plan will be accessible to the average citizen along with county staff and HPAC members, utilizing language that is clear, concise and easy to understand, enhanced by informative graphics.

Work on the project is broken down into the following tasks:

Task One: Project Planning / Information Gathering

- 1.1 Planning for Public Engagement** – At the beginning of the project, Ron Sladek will work with Kate McCoy to design public engagement for the plan. This will involve scheduling public outreach meetings across the county to engage in discussion and collect thoughts on the topic of historic preservation. Additional methods of engaging with the public will be considered and organized, including the possibility of collecting online comments.
- 1.2 Project Meetings** – Another startup task will involve meetings with community leaders whose work intersects with historic preservation. This will centrally involve HPAC at its first scheduled public hearing available. Other early meetings might be held with elected officials, Park County staff, Park County Planning Commission, and the South Park National Heritage Area. These will provide an opportunity for preliminary discussion about how the preservation program seems to be working, areas that are of particular concern, and aspirational goals for the plan update. This process will generate an understanding of the challenges the community is trying to address. Throughout the course of the project, additional meetings will be scheduled with HPAC, the Planning Commission, and the County Commissioners.
- 1.3 Collection of Preservation Documents** – Documents related to Park County's historic preservation program will be collected. These will include items such as the current

preservation code, any plans that address or impact historic preservation, and documentation that has been completed during past surveys, landmark designations, and preservation planning efforts. The records of Park County and the Colorado Office of Archaeology and Historic Preservation are expected to serve as the primary sources for materials related to the documentation of historic properties.

Task Two: Research and Reconnaissance

- 2.1 Collection of Historic Materials** - This task will involve gathering materials about the history of Park County. The community's historical development will be studied through published works, maps and photos, architectural surveys, newspaper articles, and other resource materials. These will be used to prepare a historic context section for the plan. Writing will include a historical narrative along with identification of periods of significance, historical themes, property types, and the overall development of Park County.
- 2.2 Field Reconnaissance** – Reconnaissance will be completed throughout Park County with the help of Kate McCoy. The goal of this work will be to gather information and take photographs, specifically to document the county's history of development and its historic character as it exists today. In addition to buildings in the communities, other historic features of interest are likely to include landscapes, infrastructure, irrigation, transportation, ranching features, mining features, cemeteries, and other property types. Landmarked resources will be visited, and historic areas will be reviewed for examples of additional resources that might be eligible for landmark designation. This process will also identify areas and resources that might merit closer attention through future survey. The results of the reconnaissance will become an integral component of the written preservation plan.

Task Three: Public Outreach

- 3.1 Public Open Houses** – In collaboration with Park County staff, public meetings for the project will be organized and take place utilizing an open house format. These will be designed to stimulate discussion and gather feedback from residents about what they feel is important to their sense of place and history. The meetings will also engage attendees in discussion about Park County's preservation program and how it could be improved in the coming years. Each meeting will start with an introduction about the project's goals and methodology involving research, field reconnaissance and public outreach. That will be followed by interactive discussions about historic preservation in the community. Comments will be captured, and these will inform the written plan. Meetings are expected to take place in Fairplay-Alma and in Bailey-Shawnee, with residents from other communities and the county's unincorporated areas also invited to participate.
- 3.2 Online Survey** – An online survey will be developed in collaboration with Park County staff to provide members of the public with another method to participate. The public will be invited to log onto the Park County website and take the survey, which will consist of around 15-20 pointed questions about the historic preservation program and their perceptions of the historic built environment. The results will be presented in the plan.

Task Four: Drafting the Preservation Plan

4.1 Writing of the Draft Plan - Following completion of the previous tasks, a first draft of the preservation plan will be written. This will include chapters covering the following topics (this outline will be revised or added to as needed):

- Vision and Process
 - Introduction to the Plan
 - Vision Statement
 - What is Historic Preservation?
 - What is a Historic Preservation Master Plan?
 - Public Engagement Activities
- Historic Context
 - A Brief History of Park County
 - Sources of Additional Information
 - Past Surveys and Contexts
 - Landmarked Properties
- Field Identification of Historic Areas and Resources
- Public Education and Outreach
 - The Values of Historic Preservation
 - Quality of Life and its Roots in Historic Preservation
 - Historic Preservation and Economic Development
 - Historic Preservation and the Environment
 - Historic Preservation and Community Character
 - Education and Outreach
 - Signage and Wayfinding
- Goals and Policies
 - What Are the Resources We Want to Protect?
 - How Can We Achieve Protection?
 - Existing Land Use and Preservation Codes
 - Priorities for Preservation Efforts
 - Landmarking of Historic Resources
 - Preservation Incentives: Grants, Tax Credits and Other Options
 - Emerging Topics in Preservation Planning
 - Funding Sources and Preservation Partners
- Action Plan
 - Recommended Activities
 - Action Item List
- Appendix
 - Results of the Citizen Survey

4.2 Development of the Final Draft - The draft plan will be presented to HPAC at a public hearing. Additional presentations will be made to the Planning Commission and County Commissioners. Following receipt of comments, revisions will be made and the

Preservation Plan will be resubmitted in Final Draft form. Comments will also be solicited from the Colorado State Historical Fund.

Exhibit B

PROJECT BUDGET

The cost breakdown below, which forms the project budget, was derived from my proposal. It is based upon the tasks found in the Scope of Services.

Task 1: Project Planning/Information Gathering	\$3,600.00
Task 2: Research and Reconnaissance	\$4,500.00
Task 3: Public Outreach	\$4,800.00
Task 4: Drafting the Preservation Plan	<u>\$12,000.00</u>
Project Total	\$24,900.00

PROJECT SCHEDULE

Task 1: Project Planning / Information Gathering	January-March 2026
Task 2: Research and Reconnaissance	February – June 2026
Task 3: Public Outreach	March-July 2026
Task 4: Drafting the Preservation Plan	August 2026-August 2027
Project Completion	1 October 2027