

June 6, 2024

Dear Commissioners,

Attached you will find a temporary service agreement for Lisa Powell-DeJong. At the end of her employment period following her resignation, there were several outstanding orders that needed to be completed including filings to transferring cases to new attorneys. As part of that wrap up, she will need access to her email address. In order to protect us and ensure we have attorney-client privilege, we have drafted a temporary contract that has no fees associated with its execution.

If you have any questions, please feel free to reach out.

Heather Wellman, PhD
Director, HCDHS

Temporary Professional Service Agreement for Legal Services

This Temporary Professional Service Agreement ("Agreement") is made and entered into as of June 3, 2024, by and between:

Client:

Huerfano County Department of Human Services
121 W. 6th Street
Walsenburg, CO 81089
heather.wellman@state.co.us

Service Provider:

Law Office of Lisa Powell-DeJong
PO Box 551
Rye, CO 81069
719-822-2624
lisa@lawofficeoflpd.com

Recitals:

WHEREAS, the Client desires to retain the Service Provider to provide certain legal services as described herein on a temporary basis; and

WHEREAS, the Service Provider agrees to provide such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Services

The Service Provider agrees to provide the following legal services to the Client:

- Complete all proposed orders for Huerfano County Department of Human Services Dependency and Neglect cases for which provider served as counsel.
- Complete substitution of counsel notices for all Huerfano County Department of Human Services Dependency and Neglect cases that remain open.

2. Term

This Agreement shall commence on June 3, 2024 and shall continue until all necessary filings are completed, unless terminated earlier in accordance with Section 7 of this Agreement.

3. Compensation

The Service Provider shall provide the services specified in Section 1 free of charge. If services are needed outside of those specified in Section 1, the parties shall negotiate an hourly service agreement.

4. Expenses

The Client shall reimburse the Service Provider for all reasonable and necessary expenses incurred in connection with the performance of the services, provided that such expenses have been pre-approved by the Client.

5. Independent Contractor

The Service Provider shall perform the services as an independent contractor and not as an employee of the Client. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

6. Confidentiality

The Service Provider agrees to keep confidential all information received from the Client during the term of this Agreement and not to use such information for any purpose other than the performance of the services.

7. Termination

Either party may terminate this Agreement at any time by providing 3 days' written notice to the other party. In the event of termination, the Service Provider shall be compensated for all expenses incurred up to the date of termination.

8. Indemnification

The Client agrees to indemnify and hold harmless the Service Provider from any claims, liabilities, or expenses arising from the Service Provider's performance of the services under this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, whether written or oral.

11. Amendments

This Agreement may be amended only by a written instrument signed by both parties.

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

13. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to Client:

Huerfano County Department of Human Services

Attn: Dr. Heather Wellman

121 W. 6th Street

Walsenburg, CO 81089

OR

heather.wellman@state.co.us

If to Service Provider:
Law Office of Lisa Powell-DeJong
PO Box 5501
Rye, CO 81069
OR
lisa@lawofficeoflpd.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Huerfano County Department of Human Services
Dr. Heather Wellman, Director

Law Office of Lisa Powell-DeJong
Lisa Powell-DeJong, Esq.