

SERVICES AGREEMENT Election Consulting

This Services Agreement (the "Agreement") is made and entered into effective _____ by and between the Town of Palmer Lake, Colorado (the "Town") and GovPro Consulting, LLC (the "Consultant"). The Town and the Consultant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. **Active Parties.**

- (a) Dawn Collins will represent the Town in working with Consultant. The Town may, at its discretion, appoint another person as desired.
- (b) Judy Egbert, Sole Member of GovPro Consulting, LLC will provide the entirety of the services. No other parties are authorized to act on behalf of GovPro Consulting.

2. **Scope of Services.** The Consultant agrees to provide services as listed in Exhibit A, Scope of Services.

3. **Compensation.**

- (a) In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay Consultant a lump sum of Eight Thousand (\$8,000) dollars for work done as specified in the attached Scope of Services if an election is carried out. This rate will cover the entirety of Consultant's time, travel, and incidentals.
- (b) If the election is not carried out to fruition, the Town agrees to pay Consultant \$80 per hour for services conducted up to that point.
- (c) Consultant is not entitled to any fees or reimbursements beyond those specified in this contract.
- (d) Payment is to be made at the conclusion of the contract, and within thirty days of invoice from Consultant.

4. **Time of Commencement and Completion of Services.**

- (a) The services to be performed pursuant to this Agreement shall be initiated upon execution of this contract. This Agreement will be considered complete upon certification of the election; or upon completion of the recall process prior to election.
- (b) This Agreement may be terminated by either party upon written notice. If the agreement is terminated prior to certification of the

election, services will be billed for actual costs up to the point of termination.

5. **Independent Consultant.** The services to be performed by the Consultant are those of an independent Consultant and not of an employee of the Town. The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Consultant is not entitled to workers' compensation benefits from the Town for the performance of the services specified in this Agreement. Consultant is not entitled to any benefits offered to employees.
6. **Compliance with Laws.** The Consultant is expected to be familiar with laws governing municipalities in Colorado, and to comply with these laws in performing work outlined in the Scope of Services. Consultant is not an Attorney and does not provide legal advice.
7. **Default.** Every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.
8. **Binding Effect.** This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
9. **Applicable Law.** The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement.
10. **PERA.** Judy Egbert is a PERA retiree. If the Town is a PERA employer, it will be required to comply with all requirements governing this relationship, including remitting employer contributions on payments made to Consultant.
11. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
12. **Notices.** All which may be given under this Agreement shall be effective when emailed with a "read receipt" or mailed via registered or certified mail to the address shown below.
13. **No Third Party Beneficiaries.** The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
14. **Indemnification and Hold Harmless.** To the extent required by applicable law, Town shall hold Contractor harmless from and against all

actions, damages, costs, liability, claims, losses, penalties and expenses (including without limitation reasonable attorney's fees for legal counsel retained by Town, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the Consultant's actions while acting within the scope of services contained herein. This obligation to defend, indemnify and hold harmless set forth applies to all claims and liability regardless of whether any insurance policies are applicable.

CONSULTANT:



Judy A. Egbert
GovPro Consulting, LLC
410 12th Street
Alamosa, CO 81101
719/580-9357
GovPro@outlook.com

TOWN OF PALMER LAKE:

Dawn A. Collins
Town Administrator/Clerk
Town of Palmer Lake
42 Valley Crescent
Palmer Lake, CO 80133
719-481-2953
dawn@palmer-lake.org

ATTEST

Deputy Town Clerk

EXHIBIT A

Scope of Services

CONSULTANT:

- Consultant will provide election consulting services in conjunction with the anticipated special recall election. Specifically:
 - Advise the DEO in all aspects of actions relating to the recall process and potential election.
 - Create and/or review all necessary documents, forms, signs, etc. needed for conducting the election.
 - Prepare the ballot and ballot package and facilitate printing and mailing.
 - Prepare all required legal notices and facilitate posting/publication.
 - Ensure that all deadlines are met.
 - Create and provide all necessary forms and procedures in the form of an Election Manual.
 - Ensure that the Town secures services of Election Judges.
 - Facilitate Judge's training.
 - Be available as needed for the entirety of Election Day, and any days that election judges are working.
 - While it is desired to be on site on Election Day, availability may be remote depending on Consultant's prior obligations.
- Consultant may conduct preparatory work remotely, with on-site services as specified above.
- Consultant will be available by phone or email at all reasonable times of day beginning upon the effective date of this contract, and through the end of this contract.

DISTRICT:

- The Town will:
 - Designate Dawn Collins as the point of contact in providing staff assistance.
 - Purchase or lease all necessary election supplies, services, and equipment as determined by Consultant.
 - Pay for all necessary printing and postage costs, including costs of a professional ballot printing vendor.
 - Appoint an appropriate number of suitable Election Judges, based on the recommendation of the Consultant; or delegate appointment authority to Consultant through Board action.
 - Pay the Election Judges directly.
 - Procure and utilize any legal counsel necessary during the course of the election. Consultant is not an attorney and does not provide legal advice.

NOTE:

- The following items are not anticipated, but may occur. If needed, Consultant commits to carrying out at an additional cost. Compensation will be paid at the rate of \$80 per hour and actual travel costs.
 - Oversee and manage a recount;
 - Any required appearances in Court following certification of the election.