

**AGREEMENT TO
PROVIDE ELECTION SERVICES**

This **AGREEMENT TO PROVIDE ELECTION SERVICES** (“Agreement”), effective as of the ____ day of _____, 2023 (“Effective Date”), is made and entered into by and between **PUEBLO WEST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”) and **COMMUNITY RESOURCE SERVICES OF COLORADO, LLC.**, a Colorado limited liability company (“Company”) (collectively, the District and Company are the “Parties” and each individually a “Party”).

A. RECITALS

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Company will provide to the District the election services set forth in the Scope of Work attached as **Exhibit A** (“Services”).

NOW, THEREFORE, in consideration of the compensation, and the mutual covenants and promises, set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

B. AGREEMENT

I. HIRING OF COMPANY; APPOINTMENT OF DESIGNATED ELECTION OFFICIAL

1.1 Hiring of Company. The District hereby hires Company, and Company agrees to perform the Services, pursuant to the terms and conditions set forth herein.

1.2 Appointment of Designated Election Official. The District hereby appoints Sue Blair, the CEO of the Company, to serve as the Deputy Designated Election Official (“DEO”) in the provision of the Services.

1.3 Independent Contractor Status. Company is an independent contractor as provided in § 8-40-202(2)(b)(I)-(IV), CRS, as amended, and nothing herein contained shall constitute or designate Company or any of its managers, officers, employees, agents, subcontractors or suppliers as employees of the District. The work performed by Company shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to Company for the Services provided herein. The District shall not be responsible for Company’s means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto.

II. DUTIES AND AUTHORITIES

2.1 General Limitations and Requirements. Company shall perform the Services to the best of its capabilities and consistent with the standards and practices for

the provision of such Services within the greater Denver metropolitan area. Company shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the District's Board of Directors ("Board") as reflected in the minutes of the District Board meetings. Company shall at all times conform to the stated policies established and approved by the District.

2.2 Compliance with Applicable Law. Company shall provide the Services in full compliance with all applicable laws, rules and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District (collectively, "Applicable Law").

2.3 No Right or Interest in District Assets. Company shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services. In the event of any early termination of this Agreement, the District shall pay the Company for all the Services satisfactorily performed prior to the designated termination date.

2.4 General Duties and Authority. In connection with its specific duties, Company agrees to:

(i) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Part V hereof.

(ii) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(iii) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Company shall be obligations of Company which shall hold the District harmless therefrom.

(iv) "Work Product" shall consist of all written materials maintained by Company in connection with performance of this Agreement, including but not limited to all correspondence, maps, plans, drawings, specifications, reports, election records, PDF formatted electronic files and other documents, in whatever form. Company shall maintain copies of all Work Product in files, including reproducible drawings of any project drawings which it obtains, shall make them available for the District's use, and shall provide such copies to the District upon request at commercial printing rates. Company shall be entitled to retain copies of all Work Product at its own expense in the event of termination. If Company maintains the Work Product requested by the District in electronic format, it shall not charge the District for providing the Work Product electronically.

III. COMPENSATION

3.1 Compensation. Company Services are billed on an hourly basis. The Company's current fee schedule is attached hereto as **Exhibit B**. Individual billing rates change from time to time but will remain consistent through the completion of the May 2, 2023 election; Exhibit B is provided as a general guideline for purposes of this Agreement. The District will be billed for work performed by personnel of the Company in increments of one-tenth of an hour; billing will be submitted to the District on a monthly basis. It is understood by the Parties that all bills are due within 45 days of the date on the receipt and if all undisputed amounts are not paid within 45 days in which the District is billed, the Company may cease providing Services to the District. The District may terminate this Agreement at any time upon payment of all undisputed amounts owing to the Company, in accordance with Section 4.2 hereof.

3.2 Exceptions to Compensation. Certain exceptions to the compensation arrangements may be agreed to in writing by the Parties in advance of the associated work to be performed.

3.3 Costs. In addition to fees, the Company will incur costs in providing the Services. Costs are billed by the Company at no markup to the District and are included in the monthly billing. The District will be made aware of any unanticipated costs.

IV. DURATION AND TERMINATION

4.1 Term. The term of this Agreement shall begin on the Effective Date, shall be effective as of such Effective Date regardless of the date of execution hereof, and unless earlier terminated, shall expire on December 31, 2023 ("Term").

4.2 Termination. Either Party may terminate this Agreement for convenience or for cause, in whole or in part, by delivery to the other Party of a written notice of termination at least 30 days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date of termination.

In the event of termination, the District shall pay Company for all the Services satisfactorily performed prior to the designated effective date of termination based upon the compensation formula provided in Exhibit B, giving the due account for Services for which the District has become responsible through the effective date of termination.

Upon any termination, Company shall transfer and deliver to the District all Work Product, which shall be deemed from and after the Effective Date of this Agreement to be the property of the District.

V. INSURANCE

5.1 Insurance Coverage Requirements. Company shall acquire and maintain during the Term of this Agreement, including any extensions of the Term, insurance in the following minimum amounts:

- (i) Worker's Compensation insurance as required by law.
- (ii) Comprehensive general liability insurance, in the minimum amount of \$1,000,000 for each occurrence; \$2,000,000 general aggregate; and \$1,000,000 products and completed operations aggregate.
- (iii) Commercial Automobile Liability Insurance, \$1,000,000 each accident, any auto.

Company shall provide to the District at the beginning of the Term of this Agreement certificates of insurance demonstrating appropriate coverage in the amounts designated above. Such certificates shall provide that coverages afforded thereunder shall not be cancelled without sixty (60) days prior written notice to the District. The District shall be named as an additional insured on Company's comprehensive general liability insurance. All policies of insurance shall state that the Company's insurance is primary and the District's insurance is non-contributory.

VI. MISCELLANEOUS

6.1 Assignment. Neither this Agreement, nor any of the Parties' rights, obligations, duties or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party.

6.2 Subcontractors. The Company is solely and fully responsible to the District for the performance of the Services under this Agreement. Use of any subcontractor by Company shall be pre-approved in writing by the District. Company agrees that each and every agreement of the Company with any subcontractor to perform the Services under this Agreement shall be terminable not-for-cause, and that all such contracts shall terminate immediately upon termination of this Agreement. Company further agrees to require each subcontractor to carry insurance forms and amounts satisfactory to the District in its sole discretion and that all warranties (express or implied) resulting from any subcontracts shall inure to the benefit of the District and its successors and assigns.

6.3 Modification. This Agreement may only be modified, amended or changed by a written document signed by the Parties.

6.4 Integration. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party or the agent of either Party that is not contained in this Agreement, or a modification made pursuant to Section 6.3, shall be valid or binding.

6.5 Persons Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person, other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

6.6 Notices. All notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

District Mailing Address:

Pueblo West Metropolitan District
63 E. Spaulding Avenue
Pueblo West, CO 81007
Attn: Brandi Blankenship

Company Mailing Address:

Community Resource Services of Colorado, LLC
7995 E. Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
Attn: Sue Blair

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party by written notice so provided may change the address to which future notices or documents shall be delivered.

6.7 Recovery of Attorneys' Fees, Costs and Expenses. In the event of civil action or proceeding between the Parties arising from or relating to this Agreement and/or the Services, the prevailing Party shall receive from the losing party, in addition to the amount of any judgment or other award entered therein, all reasonable costs, expenses and attorney's fees incurred by the prevailing Party.

6.8 Subject to Annual Budget and Appropriation. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. If the District Board fails to appropriate funds for the next year, this Agreement shall automatically terminate without any liability to the District beyond any funds remaining in the current year that were previously appropriated by the Board.

6.9 Governmental Immunity. Nothing in this Agreement is intended, nor shall be construed, as a waiver or limitation on the rights, benefits, privileges and immunities enjoyed by the District and its directors, officers, employees, volunteers and agents under federal and state law, including but not limited to, the Colorado Governmental Immunity Act, 24-10-101, CRS.

6.10 Execution. This Agreement may be executed in counterparts and by facsimile or electronic pdf, all of which shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY:

COMMUNITY RESOURCE SERVICES OF COLORADO, LLC

By: _____
Sue Blair, CEO

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of January, 2023, by Sue Blair, as CEO of Community Resource Services of Colorado, LLC.

Witness my hand and official seal.
My commission expires:

Notary Public

THE DISTRICT:

PUEBLO WEST METROPOLITAN DISTRICT

By: _____
Board President

Attest:

Board Secretary

EXHIBIT A
SCOPE OF WORK (proposal)

This proposal is based on conducting a mail ballot election for the District for the upcoming May 2, 2023 regular election. Sue Blair would serve as the District's deputy designated election official. Company staff would fully conduct all aspects of the election, including, but not limited to, the following:

- ✓ Provide self-nomination forms
- ✓ Prepare and publish Call for Nominations
- ✓ Work with vendor for printing of ballot packets, including ballot, secrecy sleeve with instructions, return envelope and mailing envelope
- ✓ Provide printed ballots and election materials included within "ballot packet"
- ✓ Coordinate the mailing of ballot packets
- ✓ Coordinate efforts with outside vendors regarding voting machines and ballots
- ✓ Process absentee ballot requests
- ✓ Preparation of election documentation necessary to conduct the count and provide a certification of election results
- ✓ Receive, enter ballot return into pollbook, open and prepare ballots for count
- ✓ Recruit, appoint and train election judges, and prepare all necessary forms
- ✓ Provide UOCAVA ballots, handling and counting procedures
- ✓ Counting of ballots
- ✓ Assist District with preparation of documentation for filing with DOLA

The hours spent to conduct an election can vary depending on community involvement and interest and the need for community/coordination meetings. Company bills on a time and materials basis. The District will only be billed for actual time spent. The District will be responsible to pay all hard costs directly to the vendors for printing and mailing of ballots and programming charges incurred with the poll book and voting machines. We anticipate that a majority of Company time spent on this election will be billed at \$150.00 per hour. Ms. Blair's hourly rate is \$200.00/hour. CRS services are estimated between \$55,000 - \$65,000. In addition, the District will pay directly for printing and postage. CRS did receive a quote for printing of the ballot packets based on 30,000 electors in the amount of \$56,097.01 plus estimated postage costs of \$8,250.00.

EXHIBIT B
2022/2023 Rates

District Management & Administration:

Director & Managers	\$125.00-\$200.00
Assistant Managers & Admin. Coordinators	\$ 90.00-\$125.00
Administrative Support Personnel	\$ 60.00-\$ 90.00

Additional Expenses:

Direct non-salary expenses incurred, identifiable and not applicable to general overhead, will be charged at actual invoice cost, including but not limited to travel-related expenses, project equipment and supplies and subcontractors.

Photocopies will be charged at the cost of \$0.15 per page for black and white; color copies will be charged at the cost of \$0.25 per page