

## AGREEMENT REGARDING PROVISION OF PROFESSIONAL SERVICES

This Agreement Regarding Provision of Professional Services (the "Agreement") dated as of this \_\_\_ day of \_\_\_\_\_, 2022, is between \_\_\_\_\_ ("Referee") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

### Recitals

A. County requested applications for hearing referees to conduct protest and adjustment hearings on behalf of the County Board of Equalization and abatement hearings on behalf of the County Board of County Commissioners for tax year 2022 ("Hearings");

B. Referee has submitted their application or letter of interest and represented to County that they have the expertise necessary to properly complete the Hearings;

C. The Board has decided to accept the application of Referee subject to the execution of an agreement between the Referee and County acceptable to the Board; and

D. Referee and County intend by this Agreement to set forth the scope of the work to be done by Referee in connection with the Hearings and related terms and conditions to govern the relationship between Referee and County.

### Terms and Conditions

1. Scope of Work: Referee shall perform the following work:
  - Conduct protest and adjustment hearings on behalf of the Board of Equalization and abatement hearings on behalf of the Board of County Commissioners, as assigned, during the 2022 tax year
  - Issue recommendations on all hearings conducted within all applicable timeframes

Referee shall perform the work for the Project in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to hearing officers.

2. Compensation and Payment: As consideration for the work to be performed by Referee hereunder, County shall pay to Referee at the rate of \$75.00 per hour.

Referee shall submit time records for its work performed in connection with the Hearings on a weekly basis. Referee shall be assigned access to the County's then-current payroll system for purposes of entering time. Time should be entered on a daily basis and submitted no less than on a weekly basis. Time entries will be approved by the designated County employee. Referee will be paid according to the County's payroll processing policies and procedures and will receive a W2.

No reimbursable costs are contemplated by this Agreement.

Referee is expected to review materials submitted by the Petitioner and the Assessor prior to the hearing. For purposes of reviewing materials, Referee may bill actual time spent but not to exceed:

- .5 for each hearing concerning residential property
- 1.0 for each hearing concerning commercial property

A hearing may include more than one parcel number as properties may be grouped together. Regardless of the number of parcels, the time limitations for preparation are per hearing. Should the Referee believe that additional preparation time is required for a particular hearing, the Referee shall submit a written request to the County Manager (via communication with administrative staff) setting forth the reasons for said request.

Referee shall be paid a minimum of one-hour of time for each day that they are assigned to a hearing unless the referee is notified more than 24 hours in advance that the hearing has been cancelled.

3. Term: The term of this Agreement is from the date executed by the County through December 31, 2022. County may terminate this Agreement at any time during the Term of this Agreement without cause.

4. Not Exclusive: Referee is not guaranteed any work, and this Agreement does not create an exclusive contract for the Hearings.

5. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this Agreement, County is relying upon the personal services and reputation of Referee. Therefore, Referee may not assign its interest in this Agreement without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

6. Conflicts of Interest: Neither Referee nor any of its employees shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Referee in connection with the Hearings.

7. Confidentiality: Referee acknowledges that it may receive confidential information from County in connection with the Hearings or, as part of the Hearings, develop such information. Referee shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Hearings.

8. Ownership of Work: Subject to County's obligation to compensate Referee, all work, reports, designs, drawings, renderings and other work product produced by Referee in connection with the Hearings shall belong to County and Referee shall not use any part thereof for purposes other than the Hearings without the written consent of County.

9. Notices: Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Referee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County:                   Routt County Board of Commissioners  
                              Routt County Courthouse  
                              522 Lincoln Avenue, Suite 30  
                              Steamboat Springs, Colorado 80487

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by both parties hereto.

11. Choice of Laws and Venue: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

REFEREE

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROUTT COUNTY, COLORADO

By: \_\_\_\_\_  
M. Elizabeth Melton, Chair  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Jenny Thomas  
Routt County Clerk