



## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

### Administration Independent Referees 2025

The Board of County Commissioners of La Plata County, Colorado (hereinafter referred to as "County") and Gayle Webster (hereinafter referred to as "Contractor") (individually, a "Party," and collectively, the "Parties") hereby enter into this Independent Contractor Services Agreement ("Agreement") under the following terms:

1. The term of this Agreement shall be from May 13, 2025, until December 31, 2025. The Parties agree upon said term and a range of negotiated and mutually agreeable work hours.
2. Contractor agrees to attend two training days, study the cases, conduct hearings, make findings and submit recommendations to the Board of County Commissioners/County Board of Equalization related to (1) abatement petitions, (2) appeals on questions of valuation and classification of taxable personal and real property in La Plata County, and (3) contested denials of qualified senior property tax exemptions and disabled veteran property tax exemptions. Contractor agrees to disqualify him/herself from hearing matters for properties in which the Contractor has an interest. Contractor acknowledges and agrees that Contractor is prohibited from serving as a hearing referee while representing taxpayers in property tax protests, appeals, abatements or tax exemption denials in La Plata County.
3. Contractor is an Independent Contractor, not an employee of County or the State of Colorado and is not subject to County or State personnel systems. Contractor is engaged in an independent trade, occupation, profession or business and is qualified to perform the services pursuant to this Agreement. County shall rely upon Contractor's expertise, and Contractor is free from control and direction by the County in performance of said services. County shall not oversee the actual work nor instruct Contractor as to how the work will be performed. Contractor is free to provide services to others and is not required to work exclusively for County, provided that such services are not otherwise restricted by this Agreement. Contractor is responsible for providing its own tools and benefits at its own cost. **Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits unless paid for by Contractor, and Contractor is obligated to pay federal (including social security) and state income tax on any monies earned pursuant to this contract relationship.** Contractor is responsible for complying with all employment laws and insurance laws relating to its own employees, and shall purchase and provide proof of workers' compensation coverage for such employees. Contractor is and shall remain a separate and distinct entity from the County; the business operations of the County shall in no way combine with the business operations of the Contractor.
4. Payments for services rendered pursuant to this Agreement shall be at the rate of sixty dollars (\$60.00) per hour. Payment is set at a contract rate for the work and is not set as a salary or hourly-employment rate. Such payments are to be made on a monthly basis for services rendered subject to the Contractor providing County with an itemized statement of services provided pursuant to this Agreement. If this Agreement is terminated, County shall compensate Contractor for all services rendered to the date of termination pursuant to this Agreement in accordance with County payment policies.
5. County owns all rights and interests in all deliverables, reports, documents, writings, or other data that are conceived, produced, developed and/or created by Contractor in connection with this Agreement. County reserves the right to periodically inspect project work. If the work is being performed incorrectly, County may notify Contractor of such deficiency and offer Contractor an opportunity to correct said work; or if such incorrect work constitutes a substantial breach of this Agreement, County reserves the right to terminate this Agreement immediately upon written notice to Contractor.



6. Contractor hereby agrees to indemnify, defend, save and hold harmless County, and its departments, elected officials, agencies, officers or employees from all cost, damage and liability incurred by any of the above and from any other damage, cost and liability to any person or property whatsoever, which is caused by an activity, condition or event arising out of the Contractor's failure to disclose a conflict of interest or disqualify him/herself as described in Paragraph 2 above. Indemnification is intended to extend to all such claims, irrespective of whether they are covered by insurance. Costs incurred by County or any of its departments, elected officials, agencies, employees or officers shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.
7. This Agreement and all documentation related to it or produced by Contractor may be subject to the Colorado Open Records Act, C.R.S. § 24-72-201 *et seq.*, as amended ("CORA"). Contractor shall immediately provide all documentation related to or created pursuant to this Agreement to the County upon County's request.
8. Notwithstanding any other provision of this Agreement to the contrary, the County does not waive, either expressly or impliedly, any protection or immunity provided to it pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*
9. This written Agreement is the entire agreement between the Parties. This Agreement is one for personal services and, as such, may not be assigned or delegated, by either Party, in any manner, without the express prior written consent of the other Party. Any and all prior or contemporaneous statements or understandings not contained herein shall be of no further force and effect. This Agreement may not be amended, except in writing and signed by both Parties. An original facsimile signature to this agreement or amendments hereto will be considered as an original.
10. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in La Plata County, Colorado.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement to be effective as of May 13, 2025.

La Plata County Board of County Commissioners

By: \_\_\_\_\_  
Chuck Stevens, County Manager

[SIGNATURES ON FOLLOWING PAGE]



**Contractor:**

\_\_\_\_\_

STATE OF COLORADO  
COUNTY OF LA PLATA

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2025, by \_\_\_\_\_.

WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)