

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into effective as of the day of \_\_\_\_\_, 2024 by and between the NORWOOD WATER COMMISSION (“NWC”) and AMANDA PIERCE (the “Professional”).

WITNESSETH, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **Scope of Professional Services.** Professional agrees to provide the services of contract administrator to NWC in accordance with the Scope of Professional Services attached hereto as **Exhibit A** and incorporated herein by this reference (the “Services”).
2. **Compensation.** Professional agrees to provide the Services to NWC at the rate of \$38.00 per hour. Professional shall invoice NWC monthly, which invoice shall document the Services provided to NWC and the date and time (hours) in which such Services were provided. NWC shall pay all invoices within 30 days of receipt.
3. **Term; Termination.** The Services to be performed pursuant to this Agreement shall be initiated upon the effective date of this Agreement, set forth above, through December 31, 2024, unless sooner terminated as set forth herein. NWC may terminate this Agreement at any time for its convenience. In the event of such termination, Professional shall be paid for Services rendered to the date of termination pursuant to Paragraph 2 above.
4. **Professional Responsibility.** Professional shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all Services rendered by Professional. Professional represents that she has the expertise and background necessary to provide NWC with the Services listed on Exhibit A, and NWC is expressly relying on the professional expertise of Professional.
5. **Independent Contractor Status.** Professional and any persons employed or retained by Professional for the performance of Services hereunder shall be independent contractors and not agents or employees of NWC. Any provisions in this Agreement that may appear to give NWC the right to direct Professional as to details of doing work or to exercise a measure of control over the work mean that Professional shall follow the direction of NWC as to end results of the work only.

**A. Professional is providing Services independently and, therefore, is not an employee, partner, or joint venturer with NWC, and neither party has the authority to bind the other in any respect. Professional warrants to NWC that Professional understands the difference in status between an independent contractor and an employee, and Professional acknowledges and stipulates that Professional is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that NWC shall not withhold from Professional unemployment insurance, social security, taxes, or any other withholdings. Professional agrees to be responsible for all such payments required by law.**

**B. Taxes. Professional acknowledges and agrees to report all payments received from NWC on her federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Professional will indemnify NWC for any such payments required but not paid.**

**C. No Insurance or Benefits. Professional acknowledges and agrees that she is not covered by any of NWC's insurance, including without limitation NWC's workers' compensation coverage, and is not entitled to any benefits otherwise provided to NWC's employees, including vacation pay, sick leave, retirement benefits, social security, disability benefits, employee health benefits of any kind, and workers' compensation benefits. During the term of this Agreement, Professional will carry any insurance required by law.**

6. Personal Services. It is understood that NWC enters into this Agreement based on the special abilities of Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of NWC.

7. Default; Remedies. Each and every term and condition 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 thereof by written notice from the other party. In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of seven (7) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to: (a) immediately terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or in equity.

8. Limitation on Damages. The parties agree that Professional's remedies for any claims asserted against NWC shall be limited to proven direct damages in an amount not to exceed amounts due under this Agreement and that NWC shall not be liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits.

9. Governmental Immunity. The parties hereto understand and agree that NWC is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations and any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or otherwise available to NWC, its officers, or its employees.

10. Open Records. NWC and its duly authorized representatives shall have access to any books, documents, papers, and records of Professional that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. NWC is subject to and bound by the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.* Any and all documents Professional prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by Professional. Professional hereby waives any claims of any kind whatsoever against NWC for NWC's compliance or attempted compliance with the provisions of the Open Records Act.



amendment to this Agreement must be in a written form and executed in the same manner as this Agreement.

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

NORWOOD WATER COMMISSION

PROFESSIONAL

By: \_\_\_\_\_  
Tony Daranyi, Chairman

By: \_\_\_\_\_  
Amanda Pierce

## **EXHIBIT A**

### **Scope of Professional Services**

Description of Professional Services to be performed for NWC:

- Respond to emails to NWC
- Finalize grants (i.e. "Security" grant)
- Work on Redundant Line grant
- Work on Rate Study
- Supervise NWC staff
- Perform payroll for NWC staff
- Compile agendas NWC Board Meetings
- Attend NWC Board Meetings
- Coordinate (at least) weekly with Town of Norwood Public Works Director Randy Harris
- Work on other projects as NWC Board and Professional may agree