



GovPro Consulting  
Judy Egbert

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October 27, 2024

Town of Pitkin

Transmitted by email: Sara Gibb [thetownofpitkin@gmail.com](mailto:thetownofpitkin@gmail.com)

**Proposal for Election Consulting  
For potential Special Election**

Greetings:

Sara, it was a pleasure to speak with you about your potential need for election consulting services. From our conversation I understand that this is for the purpose of filling a vacancy in the Mayor position, and is anticipated to occur April 2025, although the election date has not yet been set.

Please do share this with the Board of Trustees and anyone else as you desire.

***Services proposed:***

Option 1: I would act as Consultant to the Town Clerk. The Town Clerk would remain as the Designated Election Official.

Option 2: I would be appointed by the Town Board as the Designated Election Official.

I will offer more discussion around these options in the summary section. The Scope of Services as shown below is written in a way that it can be used for either option. The difference is in the pricing, as serving as DEO requires additional on-site travel.

I understand that the Town desires a polling place election, and this proposal is based on that choice. I am available for a mail ballot option also if the Board decides to go that route.

***Proposed Scope of Services***

- Review or establish the election calendar and ensure that all deadlines are met.
- Create and provide written procedures to direct Town staff in carrying out day-to-day election customer service activities. This will be provided in a comprehensive election manual that can be used as a resource for both staff and judges. This includes all forms required for the entirety of the election.
  - If such a manual exists from prior elections and the Town prefers to use this one, I will review and update this rather than create a new one.

- Provide or review candidate information and petition forms, including FCPA forms and schedule.
- Assist in creating and conducting training for potential candidates, if requested.
- Provide a ballot security plan that Town Staff will implement.
- Create or review all forms, signs, and notices necessary.
- Work with Town staff in developing the ballot format and securing printing services.
  - This includes envelopes needed for UOCAVA and Absentee Ballots.
- Create materials for Judges' Training and conduct the on-site training.
- Ensure that all follow-up actions are carried out after the election.
  - If I am appointed as DEO, I will oversee and carry signature authority for the Canvass.
  
- I anticipate being on-site as follows, depending on the Town's request:
  - Preliminary visit to determine space and security standards.
  - Candidate orientation (if requested) This may be done concurrently with the initial visit.
  - Judges' training
  - Election Day
  - Canvass (if serving as DEO)
  - Additional site visits may be included within the same price structure by mutual agreement.

Please note:

- I am not an attorney and nothing in my services should be construed as providing legal advice. The Town should rely on its Attorney to provide any needed legal counsel.

Under this contract, the Town will commit to:

- Commit the Clerk as the point of contact. The Town Board remains the final authority and may designate other person(s) as desired.
- Purchase all necessary election supplies as determined by Consultant.
- Facilitate and pay for all necessary printing and postage costs.
- Provide legal counsel for all legal advice needs.
- Recruit and appoint suitable Election Judges, in a number mutually determined by the Town and Consultant.
- Pay the Election Judges directly.

Specifically not included are items that are not anticipated to occur, but may. If necessary, these will be charged at the hourly rate separate from the lump sum agreement:

- Overseeing and managing a recount
- Any required appearance in any court following certification of the election
- Any additional travel requested by the Town and not specified above.

**Price:**

The lump sum pricing includes the entirety of my time and travel, with no incidental charges to the Town.

Please know that this pricing is reduced from my regular price, in consideration of the Town's limited budget and with the understanding that Sara is experienced in elections and this should result in less demand on my time.

Lump sum pricing is generally in the Town's favor, as it means that there is no limit to the amount of time I invest, and that the Town is free to have as much of my time as is needed to ensure a successful election.

However, some Towns prefer to pay hourly, and I can offer that as well.

Price for Option 1 (advisor to the Clerk): \$6,000  
Price for Option 2 (I am appointed as DEO): \$7,000

Should the Town desire to consider an hourly rate, that rate would be \$80.00 per hour plus actual travel costs.

**Summary:**

The Town's inability to appoint for this vacancy will result in significant cost and staff resources in carrying out an election. From my understanding, it sounds like you have gone well past the 60 days as required in statute to make the appointment, and need to act in setting an election date ASAP.

I strongly encourage you to work with your Attorney to determine if an appointment can be made and avoid an election. Holding an election is a significant financial and staff commitment that may be unnecessary if a means of appointment can be found.

Advisor vs DEO: From my limited conversation with Sara, I understand that she has some family relationships that may be perceived as a bias. Whether that bias is real or not is less relevant than how she carries out her role in a way that ensures a credible election. Having me as an advisor will mean that she is following my directives every step of the way. Having me serve as DEO removes her one step further, that may or may not be necessary. The main distinction between the two is that I would have signature authority over the final certification. Whatever you choose, I encourage you to have this conversation with Sara, the Town Board, and Town Attorney. As Clerks, our job is about the process, and that process always takes priority over any personal relationships.

Thank you for your consideration and I look forward to working with you again. Should you wish to move forward with this proposal, I can provide a draft contract for your review, edits, and consideration; or am happy to use whatever standard contract language you prefer.

Sincerely,



Judy A. Egbert  
Owner/Consultant  
GovPro Consulting

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