

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 15
SERIES 2021**

**A RESOLUTION APPROVING A SERVICE AGREEMENT CONTRACT WITH
SARAH DALLAS FOR PROFESSIONAL SERVICES**

WHEREAS, the City of Leadville (“City”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, as of August 1, 2021 the City of Leadville is without an Administrative Services Department Manager; and

WHEREAS, Sarah Dallas is available to continue to work for the City of Leadville in the capacity of a Contractor for the administration of the City of Leadville Short Term Rental Licensing program, services for the Leadville Urban Renewal Authority, open and active grants with and for the City of Leadville with many outside agencies, training and access to knowledge regarding roles and duties the past 7.5 years for administrative services manager with the City of Leadville (“Services”), which are more fully described in Contractor’s proposal attached hereto as Exhibit A; and

WHEREAS, the City received a service agreement contract (“Services”) from Sarah Dallas detailing the scope of work and compensation; and


WHEREAS, the City desires to award and approve entering into a service agreement contract (“Agreement”) with Sarah Dalles (“Contractor”) so that Contractor may provide the services, as more particularly described in the Services Agreement, attached hereto as **Exhibit 1**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado as follows:

Section 1. The Leadville City Council hereby: (1) approves the Services Agreement Contract between the City and Sarah Dallas in substantially the same form as attached hereto as **Exhibit 1** for an amount not to exceed **Fifty Dollars (\$50.00) an hour**, and not to exceed a total of Eighteen Thousand Dollars (\$18,000.00) in the first six month period; (2) authorizes the City Attorney, in consultation with the Mayor, to make such changes to the Contract as may be necessary that do not materially increase the obligations of the City; (3) authorizes the Mayor to execute and the Deputy City Clerk to attest to the Contract on behalf of the City when in final form; and (4) directs staff to issue a Notice of Award to Sarah Dallas.

Section 2. **Effective Date.** This Resolution shall take effect upon the 1st day of August in the year of 2021 by its adoption by the City Council.

CITY OF LEADVILLE, COLORADO:

By: 
Greg Labbe, Mayor

ATTEST:


Diane Kiss, Deputy City Clerk

ADOPTED by a vote of 7 in favor and 0 against, and 0 abstaining, this 27th day of July, 2021.

EXHIBIT 1
SERVICES AGREEMENT CONTRACT

[See attached contract]

City of Leadville, Colorado
SERVICES AGREEMENT

Service: Professional Services with Sarah Dallas

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the City of Leadville, a municipal corporation of the State of Colorado, with offices at 800 Harrison Avenue, Leadville, Colorado 80461 (the “City”), and Sarah Dallas, a self-contractor with offices at 18733 Vista Drive, Buena Vista, (“Contractor”) (each individually a “Party” and collectively the “Parties”).

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SERVICES

A. Description. Continued administration of the City of Leadville Short Term Rental Licensing program, services for the Leadville Urban Renewal Authority, open and active grants with and for the City of Leadville with many outside agencies, training and access to knowledge regarding roles and duties the past 7.5 years for administrative services manager with the City of Leadville (“Services”), which are more fully described in Contractor’s proposal attached hereto as **Exhibit A**. **Exhibit A** is incorporated herein by this reference.

B. Time and Location. Contractor will schedule hours per work week in accordance with availability to continue continuity of these services and on call as needed. Contractor will work remotely and will be available to come to City Hall for training purposes upon scheduling.

C. Term and Termination. This Agreement shall be effective on the date of its mutual execution by the Parties and shall terminate on 8/1/2022. The Parties may mutually agree to extend the term of this Agreement in writing pursuant to the amendment provisions of this Agreement. Either the City or the Contractor may terminate this Agreement by providing the other party with advance written notice of termination. Such notice of termination shall state the date on which the Services shall terminate, which shall be no sooner than thirty (30) days following the date of the notice of termination. Within thirty (30) days of the date of termination, Contractor may submit a final invoice for all unpaid Services completed pursuant to this Agreement prior to the date of termination. The City will pay such final invoice within thirty (30) days of the date of the City’s receipt of the final invoice. The City shall not be obligated to pay any invoice submitted by Contractor more than thirty (30) days after the date of termination.

II. COMPENSATION

A. Payment. In consideration for performance of the Services by the Contractor, the City shall pay Contractor an amount not to exceed **FiftyDollars (\$50.00) an hour**, and not to exceed a total of Eighteen Thousand Dollars (\$18,000.00) in the first six month period.

B. Method of Payment. Contractor may invoice the City no more often than monthly for Services completed. The City shall pay each invoice within thirty (30) days of the City’s

receipt of the invoice unless the Parties agree upon another time period in writing. Notwithstanding the foregoing, upon termination of this Agreement by one or both parties, the City shall pay the final invoice pursuant to Section I of this Agreement. All payments under this Agreement shall be by direct deposit into provided bank account by the Contractor.

C. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City. Any unforeseeable expenses that should be paid by the City will be coordinated with Dawna Schneiter to be purchased for use by Sarah Dallas.

III. INSURANCE

Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement. Such insurance shall name the City as a Certificate Holder. Contractor shall provide the City with a certificate of insurance prior to the commencement of the services under this Agreement, and Contractor shall provide the City a copy of such insurance policy or policies upon request by the City. Contractor understands and agrees that the City's insurance does not provide coverage for Contractor. The Contractor's failure to obtain or maintain Contractor's own policies of insurance for the duration of this Agreement and for any travel or other activities related to the Services shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance under this Agreement.

IV. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor.

V. WORKERS WITHOUT AUTHORIZATION

The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any workers without authorization. By entering into this Agreement, the Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with a worker without authorization who will perform work under this public contract for services and that the Contractor will participate in the e-verify program in order to confirm the employment eligibility

of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an worker without authorization. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Contractor is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by this Agreement.

VI. MISCELLANEOUS

A. Independent Contractor. Contractor understands and agrees that Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City. Contractor acknowledges that it is not on City's payroll or social security or tax withholding rolls. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is an employee of City for any purposes. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Lake County, Colorado.

C. Integration and Modification. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the Parties.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented to a Party

or sent via pre-paid, first class United States Mail, to the Party at the applicable address set forth on the first page of this Agreement.

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either Party without the written consent of the other.

G. Rights and Remedies. Any rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

H. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section V shall not authorize assignment.

I. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

J. Survival. Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the Termination Date of the Agreement shall survive such Termination Date and shall be enforceable in the event of a failure to perform or comply, including but not limited to the following provisions: Sections IV (Indemnification) and VI (A) (Independent Contractor), (B) (Governing Law and Venue), (G) (Rights and Remedies) and (K) (Attorneys' Fees).

K. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

L. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

M. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

N. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in,

or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party services providers.

P. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Leadville and the Contractor and bind their respective entities.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

[signature page follows]

THIS AGREEMENT is executed and made effective as provided below.

**CITY OF LEADVILLE,
COLORADO:**

CONTRACTOR:

By: Greg Labbe

By: Sarah Dallas

Printed Name: GREGLABBE

Printed Name: Sarah Dallas

Title: MAYOR

Title: Contractor

Date of execution: 07/29/21

Date of execution: 7/28/2021

ATTEST:

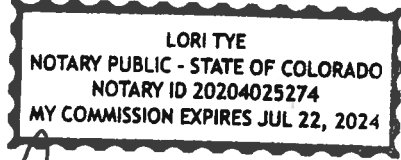
Diane Kiss
Deputy City Clerk

STATE OF Colorado)
COUNTY OF Lake) ss.

The foregoing Services Agreement was acknowledged before me this 28 day of July,
2021, by Lori Tye as Notary of _____,
a _____.

Witness my hand and official seal.

My commission expires: 7/22/24.



Lori Tye
Notary Public

(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

WYOMING EXPLORATION
STATE OF WYOMING
DEPARTMENT OF ENERGY
MAY 19 19 19

EXHIBIT A
SCOPE OF WORK

1. Continued administration of the City of Leadville Short-Term Rental Licensing program, including the processing of new applications, enforcement of program coordination with the Leadville Police Department, and renewal season March 15th annually.

2. Leadville Urban Renewal Authority staff services of agenda creation/coordination, posting, attendance at the monthly meeting, and specifically assigned duties of the board in coordination with other consultations service providers and legal services to administrate the urban renal authority work.

3. Grant administration for reporting, finances, request for reimbursement, and submission as approved and assigned by Leadville City Council specific to council directive and priorities. Active grants include DOLA phase 1 Tabor Opera House rehabilitation, Save Americas Treasures through the National Parks Service phase 1 Tabor Opera House project, Leadville Main Street program historic grants, submission of DOLA phase 2 restoration of the Tabor Opera House, and a City Administrator for the City of Leadville and any other grants as assigned by the Leadville City Council and staff.

4. General training and questions regarding years of service and knowledge as the role of the Administrative Services Manager to assigned staff to those duties or a new team to be on-boarded. This service is to be scheduled for in-person or remote training as needed.