

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 32
SERIES OF 2022**

A RESOLUTION APPROVING A SERVICES AGREEMENT WITH JIM SCHNEITER FOR STREET DEPARTMENT MANAGEMENT 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 June 15, 2022 the City of Leadville is without a Street Department Manager; and

WHEREAS, Jim Schneiter, who is Leadville’s former Street Department Manager, is willing and available to come back to work for the City on a temporary basis in the capacity of an independent contractor to oversee the operations of the Street Department (the “Services”) while the City seeks a qualified candidate to permanently fill the position; and

WHEREAS, Mr. Schneiter has extensive knowledge regarding the roles and duties of the Street Department Manager with the City of Leadville and is qualified to provide the Services; and

WHEREAS, the City Council desires to approve a services agreement (“Agreement”) with Mr. Schneiter so that Mr. Schneiter may provide the Services, as more particularly described in the Services Agreement attached to this Resolution as **Exhibit 1**, to the City.

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 Agreement between the City and Jim Schneiter in substantially the same form attached to this Resolution as **Exhibit 1** for an amount not to exceed **Thirty-Four Thousand Eight Hundred Dollars and No Cents (\$34,800.00)**; (2) authorizes the City Attorney, in consultation with the City Administrator, to make such changes to the Agreement as may be necessary that do not materially increase the obligations of the City; and (3) authorizes the Mayor to execute and the Deputy City Clerk to attest to the Agreement on behalf of the City when in final form.

Section 2. Effective Date. This Resolution shall take effect immediately upon its adoption by the City Council.

ADOPTED this 5th day of July 2022 by a vote of 6 in favor and 0 against, 0 abstaining and 1 absent.



CITY OF LEADVILLE, COLORADO:

By: Greg Labbe
Greg Labbe, Mayor

ATTEST:

Mayda Silver
Mayda Silver, Deputy City Clerk

EXHIBIT 1
SERVICES AGREEMENT

[See attached contract]

**City of Leadville, Colorado
SERVICES AGREEMENT**

Service: Street Department Management

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 Jim Schneider, whose address is 76 Stargazer Circle, Leadville, Colorado 80461 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

For the consideration set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

I. SERVICES

A. Description. The Contractor shall provide management services for the City’s Street Department (“Services”), which are more fully described in Contractor’s proposal attached to this Agreement as Exhibit A. Exhibit A is incorporated into this Agreement by this reference.

B. Time and Location. Contractor’s hours will be as follows. The location will be the City street department buildings or streets.

1. Mondays from 5:00 am – 7:00 am
2. Tuesdays from 5:00 am – 5:00 pm
3. Wednesdays from 5:00 am – 7:00 am
4. Thursdays from 5:00 am – 5:00 pm
5. Fridays from 5:00 am – 6:00 am
6. Saturdays on call as needed
7. Sundays on call as needed

C. Term and Termination. This Agreement shall be effective on the date of its mutual execution by the Parties and shall terminate on **November 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 at a rate of fifty dollars and no cents (\$50.00) an hour and the total of such payments by the City shall not exceed **Thirty-Four Thousand Eight Hundred Dollars and No Cents (\$34,800.00)**.

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 check.

C. **Other Expenses.** Any fee, cost, charge, or expense incurred by Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by 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 the City Administrator to be purchased for use by Contractor.

III. INSURANCE

Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by Contractor to be sufficient to meet or exceed 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. 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. 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. 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 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 of this Agreement 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 shall remain in full force and effect.

F. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties, 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 V (A) (Independent Contractor), (B) (Governing Law and Venue), (G) (Rights and Remedies) and (K) (Attorneys' Fees).

K. Attorneys' Fees. If 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 in this Agreement 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 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, pandemics, 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 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: Jim Schneite

Printed Name: GREG LABBE

Printed Name: Jim Schneite

Title: MAYOR

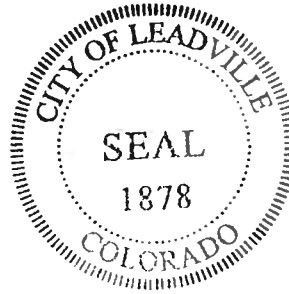
Title: _____

Date of execution: 7/7/22

Date of execution: 7-7-22

ATTEST:

Mayda Silver
Mayda Silver, Deputy City Clerk



STATE OF COLORADO)
COUNTY OF LAKE) ss.

The foregoing Services Agreement was acknowledged before me this 7th day of July, 2022, by Jim Schneiter.

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)))



EXHIBIT A
SCOPE OF WORK

- Manage the daily operations and personnel of the Street Department
- Monitor the City streets for problem areas and address as necessary
- Make sure all bills are turned into the finance department for payment in a timely manner
- Make sure timecards are filled out correctly and turned in to the finance department in a timely manner
- Record a daily log of what was done for the day for the monthly department report
- Other Street Department duties assigned or identified, as needed