

TOWN OF IGNACIO

RESOLUTION NO. 06-2015

**A RESOLUTION AUTHORIZING AND APPROVING AN INDEPENDENT CONTRACTOR
CONTRACT FOR AN INTERIM TOWN MANAGER**

WHEREAS, the Town of Ignacio is presently in need of a qualified individual to serve on a temporary basis as Interim Town Manager to assist them with numerous affairs and projects; and

WHEREAS, Garcia is an experienced local government manager and willing and able to serve in the capacity of Interim Town Manager, under the direction of the Town Board of Trustees (hereinafter "Board").

WHEREAS, the Board desires to appoint Mark B. Garcia as Interim Town Manager pursuant to the terms and conditions set forth in the Contract for Employment attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF IGNACIO that it does hereby temporarily appoint Mark B. Garcia as Interim Town Manager subject to the terms and conditions of the Independent Contractor Contract attached hereto and incorporated herein as Exhibit A.

RESOLVED, APPROVED and ADOPTED this 29th day of July, 2015.

TOWN OF IGNACIO

By: _____
Stella Cox, Mayor

ATTEST:

(SEAL)

Georgann Valdez, Town Clerk

INDEPENDENT CONTRACTOR AGREEMENT FOR INTERIM TOWN MANAGER SERVICES FOR TOWN OF IGNACIO

This Independent Contractor Agreement (hereinafter "Contract") is entered into by Town of Ignacio, a statutory town within the State of Colorado (hereinafter "Town"), and Mark B. Garcia, 314 Mesa Drive, Pagosa Springs, Colorado 81147 (hereinafter "Garcia"), for services to the Town.

WHEREAS, the Town is presently in need of a qualified individual to serve on a temporary basis as Interim Town Manager to assist them with numerous affairs and projects; and

WHEREAS, Garcia is an experienced local government manager and willing and able to serve in the capacity of Interim Town Manager, under the direction of the Town Board of Trustees (hereinafter "Board").

NOW, THEREFORE, in consideration of the following promises, terms and conditions, the Town and Garcia agree as follows:

1. Engagement. The Town does retain Garcia, and Garcia does agree to serve, as Interim Town Manager for the Town as an independent contractor, and will undertake and perform the services outlined in this Contract. Notwithstanding the foregoing, Garcia shall not be limited by this agreement from performing services or work for other parties or clients.

2. Scope of Work and Responsibilities. The scope of work and functions to be performed by Garcia are as follow:

(a) Attend all meetings and work sessions of the Board, unless specifically excused from such attendance, and attend any other meetings as directed by the Town Board or as deemed necessary to efficiently execute administrative duties.

(b) Execute duties and responsibilities identified within the Town Manager's job description, and manage and oversee the operations and functions of all Town departments and staff, in conjunction with Board direction.

(c) Work with Town staff on the projects and tasks outlined by the Board, including the hiring of the Town Manager, and on all budget preparations and adoption, and any other project that may be directed by the Board.

(d) Complete other duties or responsibilities assigned by the Board and mutually agreed upon by both parties.

(e) Garcia shall not be authorized to bind the Town to any obligation without prior approval from the Board. Garcia shall meet all requirements so as to be insured by the Town's Insurance carrier, CIRSA, for all duties herein contracted, or if CIRSA will not cover, then Garcia shall provide his own professional liability insurance for matters not covered therefrom, naming the Town of Ignacio as an additional insured.

3. Term and Termination of Agreement.

(a) The term of Garcia's engagement shall commence on Tuesday, September 8, 2015, and shall continue until the Board has deemed Garcia's services otherwise complete.

(b) Notwithstanding the above term, the Town may, at its pleasure and within its sole discretion, terminate this Contract at any time, with or without cause.

(c) Garcia may terminate this Contract at any time, with or without cause or specification of reason, upon written notice to the Town and providing ten (10) days advance written notice of the same.

4. Compensation.

(a) The Town shall pay Garcia at the hourly rate of sixty dollars (\$60.00) per hour for services provided herein. It is anticipated that Garcia will work approximately 2.5 days/week for the Town in this capacity. The Town however recognizes that the time needed to fulfill this arrangement may vary from time to time. The parties acknowledge and agree that Garcia will maintain his residence in Pagosa Springs, Colorado and will normally commute to the Town of Ignacio when performing the services called for in this Contract using his privately owned vehicle. Travel time shall be compensated at sixty dollars per hour while commuting from Pagosa Springs, Colorado to Town of Ignacio and back to Pagosa Springs, when performing services contracted for herein. The Town shall reimburse Garcia for mileage at IRS approved rates for a privately owned vehicle when he uses his privately owned vehicle for that commute. However, at the Town's option, the Town may choose to pay Garcia a flat rate of \$100.00 per travel day for commuting back and forth from Pagosa Springs, CO to the Town of Ignacio in lieu of payment of the hourly rate during this commute from Pagosa Springs, CO to the Town of Ignacio. From time to time, the Town may provide a Town-owned vehicle for Garcia's use in commuting, at the Town's discretion, and then the IRS rate mileage reimbursement would not apply in those instances. Garcia is responsible for all his typical living and travel expenses, except for expenses associated directly with work for the Town.

(b) Garcia shall submit a monthly payment request in a method similar to that used by the Town with respect to its Town payroll disbursements, however, Garcia shall remain an independent contractor. Garcia's payment request shall be accompanied by a detail of date and time of hours of billable activity, and a brief description of the activity. If requested, Garcia will provide the Town with an estimate of the time required to complete an assignment before beginning such work. The Town shall disburse payment to Garcia within 30 days of submittal of the payment request.

(c) It is also understood that Garcia maintains a full time office in Pagosa Springs, Colorado and from time-to-time will perform tasks related to his duties in Ignacio from that location.

(d) Garcia also serves on an electric cooperative board and has other client obligations that will require his attention from time to time, and Garcia will work to minimize interruptions from these obligations and report associated absences to the Board.

5. Independent Contractor Status. Garcia shall be deemed and classified an independent contractor while performing services under this Contract as Interim Town Manager. As such,

Garcia will not be entitled to or receive employment benefits made available to regular full-time employees, including medical or retirement benefits, sick leave, disability benefits, unemployment insurance benefits, paid vacation, or employee benefits of any kind. Garcia shall be solely responsible for payment of all government withholdings regarding compensation received pursuant to this contract. Garcia shall be solely responsible for meeting all applicable withholding, tax, and insurance requirements. THE PARTIES HERETO UNDERSTAND THAT GARCIA IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT. Garcia shall provide a W-9 form prior to commencing work.

6. Delivery of Service and Hours.

(a) The Board and Garcia agree that Garcia shall work a varied schedule depending on Town needs and Garcia's availability and other commitments. Garcia will notify the Board of his schedule two (2) weeks in advance and will schedule meetings and appointments efficiently and in advance, so as to reduce interference with Town business.

(b) Garcia shall have reasonable access to and use of Town office space, Town business equipment and Town supplies in the performance of work under this Contract.

(c) Garcia shall use his best efforts to perform all work in a timely and professional manner and will use that level of care and skill ordinarily exercised by persons in Garcia's field of expertise performing similar functions.

7. Indemnification. To the extent permitted by law and subject to the terms and conditions of the Town's insurance coverage and policies, the Town shall defend, hold harmless and indemnify Garcia from any claim or action brought against him for errors or omissions or other conduct undertaken by him within the scope of his responsibilities as defined under this Contract, excluding claims or actions based upon wanton, willful, illegal, intentionally harmful, reckless, or grossly negligent conduct. Notwithstanding the foregoing, it is not the intent of the Town to waive or lessen, and the Town does not hereby waive or lessen, any rights, protections or limitations provided to it or any of its officials or employees under the Colorado Governmental Immunity Act or other law. In performing under the provisions of this paragraph, the Town shall have the right to employ legal counsel of its own choosing to represent Garcia, and to contest or settle any claim or action as it deems appropriate. The provisions of this Paragraph 7 shall survive the termination of this Contract and any final payment made to Garcia under Paragraph 8 (a) below.

8. Miscellaneous.

(a) Acceptance by Garcia of final payment under this Contract shall constitute full and complete satisfaction of the Town's payment obligation, and fully release the Town from any and all claims Garcia has, or may have, against the Town arising from Garcia's performance of services.

(b) Notices required under the Contract shall be delivered in person to the respective parties or mailed to each party at the following addresses:

TOWN:

GARCIA:

Notary Public

My Commission Expires: _____