

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of January 2025 by and between the TOWN OF MINTURN, Colorado, a home rule municipality (“Minturn” or the “Town”), and KATHEEN ANN SICKLES (the “Contractor”).

WHEREAS, the Town is in the process of filling a vacancy for a full-time, permanent Town Manager position; and

WHEREAS, the Town desires that Contractor perform government management and project consultation services as an interim Town Manager as an independent contractor, in accordance with the provisions of this Agreement and more fully described in the proposal attached as **Exhibit A** (the “Services”); and

WHEREAS, Contractor desires to perform the Services and such related duties as are reasonably required pursuant to the terms and conditions provided for in this Agreement and **Exhibit A**; and

WHEREAS, the Parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Services.** The Town agrees to retain Contractor to provide the Services, and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. All Services shall be performed in a good and workmanlike manner and in conformance with the standard of care in the industry in Colorado.

2. **Compensation.** The Town agrees to pay Contractor at a rate equal to \$150 per hour for performance of the Services. Contractor shall not work nor bill more than 100 hours per month with work on average of 20 hours per week. Work in excess of 100 hours per month must receive prior approval from the Mayor. Contractor will be reimbursed for out-of-pocket expenses for travel, lodging, and meals (while traveling to/from or staying in Minturn) so long as such amount does not exceed \$3,000 per month. Travel will be reimbursed at the at the IRS rate. Out of pocket expenses shall be coordinated with the Town so the Town can utilize discounts or local arrangements it may have. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. **Term.** The Term of this Agreement shall be for no longer than one year.

4. **Monitoring and Evaluation.** The Town reserves the right to monitor and evaluate the performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's reasonable needs and expectations. Contractor shall cooperate with the Town relating to such evaluation.

5. **Ownership of Instruments of Service.** The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor. Contractor shall provide its own computer, automobile and other instruments required to perform the Services.

6. **Independent Contractor.** The Parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. Contractor is not entitled to workers' compensation or unemployment benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. Contractor shall execute the Certification of Exemption of Workers Compensation Insurance on **Exhibit B**.

7. **Insurance Requirements.**

a. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least one hundred thousand dollars (\$100,000.00). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

8. **Termination.**

a. For Convenience. Either Party may terminate this Agreement without cause if it determines that such termination is in its best interest. The Party shall affect such termination by giving written notice of termination, specifying the effective date of termination, at least twenty-one calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

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b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within one calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until the exact amount of damages due to the Town from Contractor is determined.

c. Payment upon Termination. In the event that this Agreement is terminated, Contractor shall be entitled to payment for its costs and services performed, up through the date of termination, less allowances for services rendered contrary to this Agreement.

10. **Agreement Subject to Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Minturn Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

11. **Responsibilities.** The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees, or subcontractors, to the extent caused by its negligent acts, errors, and omissions hereunder.

12. **Entire Agreement.** This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the Parties. The provisions of this Agreement may be amended at any time by the mutual consent of both Parties. The Parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

13. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.

14. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

15. **Assignability.** Contractor shall not assign this Agreement or subcontract any of the Services to a third-party.

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16. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

17. **Survival Clause.** The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

18. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

20. **Authority.** Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

21. **Attorneys’ Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing Party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

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

TOWN OF MINTURN, COLORADO

Michelle Metteer, Town Manager

ATTEST:

Town Clerk

CONTRACTOR

Kathleen Ann Sickles

EXHIBIT A

Interim Town Manager Job Description

Manages and administers the following capital projects and associated grants on budget and timeline:

- o Water Treatment Plant (WTP) Design & Engineering:** work with the contracted WTP Engineering firm, HDR, Inc. to ensure 90% WTP design and engineered drawings are completed for the State Revolving Fund application date of January 2026. This will include the application and administration process with the EPA for obtaining the approved \$3M in Congressionally Directed Spending Funds.

- o Bellm Bridge Design & Engineering –** work with Minturn’s contracted civil engineering firm, Inter-Mountain Engineering, for the process to obtain engineered drawings to replace Bellm Bridge with a new truss bridge. Work with the CDOT Bridge Grant and the Special Highway Committee for the execution of Minturn’s Off-System Bridge Program grant award.

- o North Main Street Pedestrian Improvements (Railroad Ave) –** work with Inter-Mountain Engineering for the execution of the Revitalizing Main Streets grant awarding the installation of a sidewalk along Railroad Ave along with other pedestrian safety improvements.

- o Tank #2 / Steel Bolted Tank repairs –** work with HDR Engineering and Minturn’s water treatment plant operator, John Volk, to execute the repairs necessary to rehabilitate Minturn’s water tank #2
- o Pressure Reducing Valve (PRV) Master Meter Housing upgrades –** work with John Volk and HDR Engineering to implement improvements to the Master Meter housing allowing for both water tank #2 and tank #3 to operate at full capacity.

- o Repaving of Taylor Street –** work with Inter-Mountain Engineering to execute the community planning process and subsequent RFP for the construction of the repaving of Taylor St

- o Little Beach Park Retaining Wall repair/replacement –** work with Inter-Mountain Engineering to prepare for the repair and replacement of the Little Beach Park retaining wall and interior access road. This will include the execution of the Department of Local Affairs (DOLA) EIAF grant associated with the work.

- o Main St / US HWY 24 Phase II Sidewalk construction –** oversee the RFQ process for obtaining a construction management firm as well as the process for obtaining a construction firm for the installation of sidewalks, curb, gutter and drainage along the project area of Main Street. Execute the associated CDOT revitalizing Main Streets grant and the associated DOLA EIAF grant as both support this project financially.

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- **Works with the Town staff and a variety of consultants for the execution of the above capital projects**
- **Provide project updates to the Town Council monthly**
- **Support KRW & Associates with the process of hiring a permanent town manager**
- **Maintain effective working relationships with elected officials, representatives of local, state and federal agencies, local civic organizations, the media and others involved with the associated Town capital projects.**
- **Receives, reviews and/or approves various records and forms for the execution of grants as appropriate.**
- **Attend virtual or in-person meetings to represent Minturn on a regional and state level as recommended by the Town Council**
- **Other duties as assigned**

EXHIBIT B

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS'
COMPENSATION LAW AND ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS
AGREEMENT.**

("Contractor") certifies to the Town of Minturn (the "Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONTRACTOR
