



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	July 5, 2022

ITEM

Mobile RV Repair Agreement for “Open Doors” RV Rental Program – Consent Agenda Item

BACKGROUND

In April, City Council recently approved the RV Rental Program as part of the “Open Doors” program to be administered by the Chaffee Housing Authority (CHA). City and CHA staff have been working diligently to get this program operational and recognize the need to contract with a mobile RV repair service who can respond to mechanical and other maintenance issues that will no doubt arise with the up to 10 RV units to be located at the Salida RV Resort on the east side of town. The attached agreement with Lance’s RV Repair, LLC outlines the services, compensation, and other expectations between the parties to ensure that repairs can be made to the units in a timely and cost-efficient manner. The CHA will serve as the primary contact for repair needs on behalf of the City and will be able to authorize the work, however, any work anticipated to cost above \$500 will require City staff authorization. All repair costs will be documented and reported as part of any updates and reports on the program.

FISCAL NOTE

There are no upfront costs associated with the agreement, only costs directly related to service and maintenance (inc. parts) for the RV units. The CHA and the City will do what they can to avoid unnecessary services by working with tenants to identify and address any minor problems prior to calling the contractor. for the units are anticipated to cover the space rental.

STAFF RECOMMENDATION

Approve the on-call maintenance service and consulting agreement with Lance’s RV Repair, LLC.

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”

Attachment:

On-Call Maintenance Service and Consulting Agreement with Lance’s RV Repair, LLC

CITY OF SALIDA
On-Call Maintenance Service and Consulting Agreement

THIS ON-CALL MAINTENANCE SERVICE AND CONSULTING AGREEMENT (“Agreement”) is made and entered into this 5th day of July, 2022 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and Lance’s RV Repair, LLC, represented by Lance Thonoff (“Contractor”).

WHEREAS, the City desires that Contractor perform the Services of on-call maintenance and consulting for the Salida RV Open Doors program at the Salida RV Resort, as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Section 1** of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the work and Services as required by this Contract. Contractor shall perform the Service using the degree of skill and knowledge customarily employed by other professionals performing similar services in Colorado; 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 City agrees to retain Contractor to provide the services set forth herein, further specified as providing on-call services for maintenance services and consulting, as needed, for the recreational vehicles within the Salida RV Open Doors program located at the Salida RV Resort (“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. Contractor agrees to respond to calls for services as soon as possible, but no longer than within forty eight (48) hours of Contractor’s receipt of such call from either the City or the Chaffee Housing Authority.

2. Compensation. The City agrees to compensate Contractor, in the following amount/rate: Contractor shall charge a minimum of One Hundred Sixty Dollars (\$160.00) for any call for service made for maintenance to a City RV at the Salida RV Resort. This shall include a minimum one hour fee at the rate of One Hundred Ten Dollars (\$110.00) per hour plus a Fifty Dollars (\$50.00) service charge. Any work conducted by Contractor beyond the first hour shall be charged in half hour increments, at the rate of Fifty Five Dollars (\$55.00) per hour. The City shall make payment within fourteen (14) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than

every two weeks, and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be effective as of the date of its execution by both parties, as dated above until the Agreement is terminated pursuant to Section 8 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion.

4. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Government Immunity Act, that the Contractor is responsible for their own liability insurance, and that the City's insurance coverage does not extend to independent contractors or to the Contractor.

6. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

7. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or error and omission or other tortious conduct of Contractor, its officers, subcontractors, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum thirty (30) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

9. 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.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.

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

12. 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.*

13. Assignability. Contractor shall not assign this Agreement without the City's prior written consent.

14. 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.

15. 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.

17. 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.

17. Notices. Any written notices required to be given under this Agreement shall be delivered as follows:

To the City: City Administrator
City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201
(719) 530-2629

To the Contractor: Lance's RV Repair, LLC
7810 CR 250
Salida, CO 81201
(719) 239-0344

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

19. Attorneys' Fees. Should this Agreement become the subject of litigation between the City 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.

CITY OF SALIDA, COLORADO

By: _____
City Administrator

ATTEST:

City Clerk/Deputy City Clerk

CONTRACTOR:

By: _____
Lance Thonoff

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing On-Call Maintenance and Service Consulting Agreement was acknowledged before me this ____ day of _____, 2022 by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public