

**TOWN OF SILT
RESOLUTION NO. 6
SERIES 2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH ANGELA ROFF,
P.C. AS THE SILT MUNICIPAL COURT PROSECUTOR OF THE TOWN
OF SILT, COLORADO**

WHEREAS, the Board of Trustees of the Town of Silt, Colorado, has the authority to approve contracts in accordance with the Home Rule Charter and Silt Municipal Code; and

WHEREAS, the Board of Trustees desires to appoint Angela Roff, P.C. as the Silt Municipal Court Prosecutor pursuant to Section 8-2 of the Silt Town Charter; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, that

1. The above recitals are hereby incorporated as findings by the Town of Silt.
2. The Board of Trustees hereby appoints Angela Roff, P.C. as the Silt Municipal Court Prosecutor with all the duties, authority and responsibilities set forth in the Town of Silt Home Rule Charter and Silt Municipal Code.
3. The Board of Trustees hereby approves the Agreement for Professional Services with Angela Roff, P.C. in the form attached hereto as Exhibit A, as it may be amended from time to time.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 13th day of January 2020.

TOWN OF SILT


Mayor Keith B. Richel

ATTEST:


Town Clerk Sheila M. McIntyre, CMC



TOWN OF SILT
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Independent Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Independent Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Independent Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Independent Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2. Independent Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Independent Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.

4. Independent Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Independent Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Independent Contractor shall be required to:

(a) notify the subcontractor and the Town within three (3) days that Independent Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Independent Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. If Independent Contractor participates in the Department Program, Independent Contractor shall provide a notarized written affirmation to the Town that Independent Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the

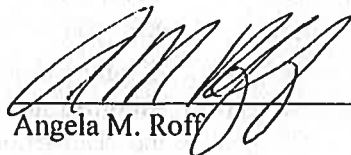
Department Program. (A sample contract affirmation maybe obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)

7. Independent Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.

8. Nothing in this Addendum shall be construed as requiring Independent Contractor to violate any terms of participation in the E-Verify Program.

9. If Independent Contractor violates this Addendum, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Independent Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

DATE: 15 Jan 20



Angela M. Roff

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this 13th day of January, 2020, between the TOWN OF SILT, COLORADO, a home rule municipality (the "Town") and the LAW OFFICE OF ANGELA ROFF, P.C., a Colorado professional corporation ("Independent Contractor").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Independent Contractor agrees to perform Municipal Court Prosecutor services for the Town. Independent Contractor's duties shall be as described in the Town's Charter and Municipal Code, which is incorporated herein by this reference.

2. Consideration/Compensation. The Town agrees to pay Independent Contractor the following rate: Angela Roff \$175.00 per hour, legal assistant employed by Independent Contractor \$75.00 per hour. Independent Contractor will not charge for travel, telephone, faxes or supplies.

3. Agreement Subject to Appropriations. It is expressly understood and agreed that the Town's performance of this Agreement is subject to appropriations being made by the Board of Trustees of the Town of Silt. In the event the Board of Trustees fails to make or maintain sufficient appropriations to pay any costs incurred under this Agreement, the Agreement shall be terminated immediately.

4. Status. Independent Contractor is an independent contractor and shall not be considered an employee or agent of the Town for any purpose. Pursuant to Colorado Revised Statutes (C.R.S.) §§ 8 40 202(2)(b)(II) and 8 70 115(1)(c), the Parties agree that the Town will not:

- (a) Require the Independent Contractor to work exclusively for the Town;
- (b) Establish a quality standard for the Independent Contractor, oversee the actual work or instruct the Independent Contractor as to how the work is to be performed, except the Parties agree that the Independent Contractor's services will be consistent with generally accepted industry standards for the Independent Contractor's customary services;
- (c) Pay the Independent Contractor a salary, but rather will pay only the compensation stated in paragraph 2;
- (d) Provide more than minimal training for the Independent Contractor;

(e) Dictate the time of performance, except that a range of mutually agreeable work hours may be established through an agreement mutually acceptable to both parties for particular work the Independent Contractor accepts from the Town; or

(f) Combine its business operations in any way with the Independent Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

5. Standard of Care. The standard of care applicable to the Independent Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

6. Insurance and Indemnity. The Town shall insure and/or bond the Independent Contractor for all responsibilities, obligations and duties to be performed within the scope of her services to the Town as Municipal Court Prosecutor. The Town will not include Independent Contractor for automobile liability insurance, workers compensation insurance, or for personal or property injuries arising out of Independent Contractor's duties. Independent Contractor shall supply Town with proof on insurance for general liability and professional liability and workers compensation policies. The Town will not include the Independent Contractor as an insured under any other insurance policies or benefits generally available to employees but not available to independent contractors. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents.

7. No Withholdings or Benefits. As provided in C.R.S. §§ 8-40-202(2)(b)(IV) and 8-70-115(2), the Independent Contractor expressly agrees that, as an independent contractor, the Independent Contractor is not entitled to any employee benefits from the Town, including, but not limited to, any employer withholdings or liability for: taxes, FICA, Medicare or Medicaid; medical or disability insurance; vacation or leave; pension; unemployment insurance; or worker's compensation insurance (collectively, "Employee Benefits"). The Independent Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the parties' contractual relationship.

8. Governmental Immunity. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

9. Termination. The Town or the Independent Contractor may terminate this Agreement at any time, with or without cause, by providing sixty (60) calendar days' written notice to the other party. In the event this Agreement is terminated, Independent Contractor shall be compensated for all work performed to date.

10. Agreement Administration and Notice. For purposes of administering this Agreement, the Town hereby appoints the Mayor to represent the Town in carrying out the

purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town: Mayor, Town of Silt, Colorado
231 North 7th Street
P.O. Box 70
Silt, CO 81652

To Independent Contractor: Law Office of Angela Roff, P.C.
817 Colorado Avenue
Suite 206
Glenwood Springs, CO 81601
Phone: 970/928-0970
email: angela@roff-law-office.com

11. Entire Agreement. This Agreement 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.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

13. Authority. Each person signing this Agreement 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.

14. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Independent 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 hereto have hereunto set their hands this 14th
day of January, 2020.

TOWN OF SILT, COLORADO

By: Keith B Richel
Keith Richel, Mayor

ATTEST

Sheila McIntyre
Sheila McIntyre, Town Clerk



APPROVED AS TO SUBSTANCE:

By: Jeff Layman
Jeff Layman, Town Administrator

APPROVED AS TO FORM:

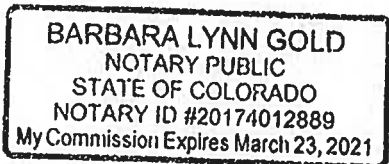
By: Michael J. Sawyer
Michael J. Sawyer, Town Attorney

Angela M. Roff
Angela M. Roff

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing Agreement for Professional Services was acknowledged before me this January 15, 2020 by Angela M. Roff.

Witness my hand and official seal.



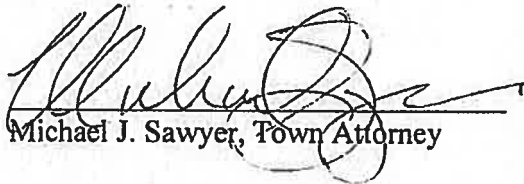
Barbara Lynn Gold
Notary Public

Sheila McIntyre, Town Clerk

APPROVED AS TO SUBSTANCE:

By: _____
Jeff Layman, Town Administrator

APPROVED AS TO FORM:

By: 
Michael J. Sawyer, Town Attorney

Angela M. Roff

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing Agreement for Professional Services was acknowledged before me this _____, by Angela M. Roff.

Witness my hand and official seal.

Notary Public