

**Agenda Item No: CA-g**  
**Meeting Date:** August 23, 2021

**Subject:** RESOLUTION 21-60 APPROVING AN AGREEMENT BETWEEN THE CITY AND LISA HEGWOOD FOR UTILITY CLERK SERVICES

**Presenter(s):** Kelly Stroh, Director of Finance

**Background:** The City is in need of immediate assistance in the Water Department due to the early termination of our recently hired Utility Clerk. Lisa Hegwood, our previous Utility Clerk has agreed to work remotely from Phoenix while we post, interview, hire and train another candidate for the position. The hourly rate the City is offering includes a compensatory rate which helps cover the increased taxes that an independent contractor is required to absorb.

To help clear up any issues created by the previous employee, Lisa will come back to the office for a quick walk-through of critical documents, timelines, and other physical components of the job and to assist current employees acclimate to the changes. The trip will be short so cost will be maintained at a moderate level.

**Recommendation:** Staff recommends approval of Resolution 21-60 approving an agreement between the City and Lisa Hegwood for Utility Clerk Services.

**RESOLUTION NO. 21-60**

**A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF  
DACONO AND LISA HEGWOOD FOR UTILITY CLERK SERVICES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO,  
COLORADO:**

**Section 1.** The proposed Agreement by and between the City of Dacono and Lisa Hegwood for utility clerk services is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

**Section 2.** The Mayor is hereby authorized to execute the Agreement, and is further authorized to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 23rd day of August, 2021.

CITY OF DACONO, COLORADO

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Joe Baker, Mayor

ATTEST:

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Valerie Taylor, City Clerk

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (“Agreement”) is entered into on this 24th day of August, 2021 (“Effective Date”), by and between the City of Dacono, a Colorado home rule municipal corporation (the “City”), and Lisa Hegwood, an individual (“Contractor”).

**WHEREAS**, the City desires to engage Contractor for the purpose of providing utility billing services to the City as further set forth in the Scope of Services (the “Services”), and Contractor desires to provide such Services to the City.

The parties to this Agreement hereby agree as follows:

### **Section 1. Scope of Services & Compensation.**

A. Contractor shall provide the Services as described in the attached *Exhibit A*, which is incorporated herein by reference. City shall not be obligated to use Contractor for any specific project or for any projects at all during the term of this Agreement. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement.

B. Contractor shall bill the City for Services actually completed and costs incurred at the time of billing at the rate and in accordance with the schedule set forth in *Exhibit A*. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in *Exhibit A*, and (2) necessary for performance of the Services. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees.

C. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

### **Section 2. Term & Termination.**

A. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Section. The City and the Contractor shall have the right to terminate this Agreement at any time upon providing 30 days’ written notice of termination to the other party unless otherwise mutually agreed to by the parties. The City’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

B. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement

are subject to annual budgeting and appropriation by the Dacono City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

**Section 3. Assignment.** This Agreement shall not be assigned by Contractor without the written consent of the City.

**Section 4. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, or by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by electronic mail, addressed to the party for whom it is intended at the following address:

If to the  
City:

City of Dacono  
Attn: Finance Director  
512 Cherry Avenue  
P.O. Box 186  
Dacono, CO 80514  
Email: KStroh@CityofDacono.com

If to the Contractor:

Name: Lisa Hegwood  
Street address: 2050 West Dunlap Ave, Lot O408  
City state zip: Phoenix, AZ 85021  
Email: Blhegwood@icloud.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt if by hand delivery, or on the United States mail return receipt if by United States mail. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

**Section 5. Delays.** Any delays in or failure of performance by any party of the party's obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

**Section 6. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

**Section 7. Waiver.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

**Section 8. Governing Law and Venue.** This Agreement shall be deemed entered into in Weld County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Weld County of the State of Colorado, and in no other court.

**Section 9. Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

**Section 10. Indemnification.** Contractor expressly agrees to indemnify and hold harmless City or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of Contractor's employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against City, City will give notice within ten (10) days thereof to Contractor. The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

**Section 11. Insurance.** Intentionally omitted.

**Section 12. Independent Contractor.** It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

**(A) AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE CITY.**

**(B) CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME OTHER ENTITY.**

**(C) CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

(D) Notwithstanding anything in this Agreement to the contrary, the parties agree the relationship between the parties to this Agreement is as follows:

(1) Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

(2) Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

(3) The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

(4) Except as provided in this agreement, the Contractor shall not receive benefits of any type from the City.

(5) Contractor is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

(6) All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

(7) Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

**Section 13. No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

**Section 14. Security of Confidential Information.** Contractor agrees all City-owned data, documents, software, equipment, and supplies must be properly protected and secured. City-owned data, documents, software, equipment, facilities, and supplies must not be used to create employee-owned software or personal data. Contractor will comply with any and all City policies and instructions regarding security of confidential information. Steps to ensure the protection of proprietary information include, but are not limited to, use of locked file cabinets and desks; password protected devices; regular password maintenance; and any other steps appropriate for the job and environment. Any software, data, documents, or other products created as a result of work-related activities are owned by City and must be produced in the approved format and medium. Contractor agrees to protect City records from unauthorized disclosure or damage.

In witness whereof, the parties have executed this Agreement to be effective on the Effective Date.

**CITY OF DACONO**

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Valerie Taylor, City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Lisa Hegwood

**EXHIBIT A**  
**Contractor's Scope of Services and Billing Rate**

**Hourly rate:** \$30.00

Time worked is tracked in 15 minute increments and an invoice will be due from the Contractor on the Wednesday prior to each scheduled Council meeting according to this schedule\*:

- 1<sup>st</sup> Invoice: Due September 8, 2021
- 2<sup>nd</sup> Invoice: Due September 22, 2021
- 3<sup>rd</sup> Invoice: Due October 6, 2021
- 4<sup>th</sup> Invoice: Due October 20, 2021
- 5<sup>th</sup> Invoice: Due November 3, 2021
- 6<sup>th</sup> Invoice: Due November 15, 2021

\*This schedule is provided as an example and is not a guarantee of work, nor does it bind the City to a specific termination date for this contract.

**The Services**

Contractor agrees to perform all essential duties and responsibilities as provided in the job description following this exhibit (excluding cashier functions) with emphasis on the following:

- 1) Billing
- 2) Creating leak letters, delinquency notices and other correspondence (to be mailed from home office)
- 3) Issuing final water notices to title companies
- 4) Performing transfers
- 5) Creating work orders for Public Works
- 6) Uploading and downloading reads from Beacon to ADG
- 7) Customer service including related water service issues
- 8) Training hired Water Clerk

**Communication**

Contractor agrees to utilize her personal cell phone for customer service purposes. The Contractor will download a compatible app, if applicable, so all calls will be recognized by the customer as coming from City Hall. Voice mails will be collected and transmitted through Outlook email to Contractor. Contractor assumes responsibility for the cost of cell phone service.

**Travel**

The City may require the Contractor to travel to home office. If travel is pre-approved by the City, the City will pay travel expenses and any necessary lodging for required stay, including food at a per diem amount not to exceed 5 business days and should be included on scheduled invoice. The rates per-diem shall be based on current [www.gsa.gov](http://www.gsa.gov) rates.