

SUBJECT: APPROVAL OF RESOLUTION NO. 6, SERIES 2024 – A
RESOLUTION APPROVING AN AGREEMENT WITH READY TO
WORK, LLC FOR GENERAL LANDSCAPE AND MAINTENANCE
SERVICES

DATE: FEBRUARY 6, 2024

PRESENTED BY: ABBY MCNEAL, PARKS, FORESTRY, AND CEMETERY
SUPERINTENDENT

SUMMARY:

The Parks, Recreation, Open Space and Golf Department (PROS) requires supplemental staffing using the Bridge House/Ready to Work Labor program. This will be the second year of PROS using the program. The employment opportunity and training help support the Bridge House/Ready to Work goal to rebuild the trainees' lives through work.

“Ready to Work provides adults experiencing homelessness a unique opportunity to rebuild their lives through work. Our holistic approach combines three elements - paid work in a Ready to Work social enterprise, dormitory housing at a Ready to Work House, and case management support.”

The staffing support provided by Bridge House/Ready to Work will help fill maintenance efforts still needed after our seasonal hiring. The supplemental staff will be trained by City employees on industry skills for specific project areas to support maintenance and operations at our Parks, Open Space, and Golf facilities.

FISCAL IMPACT:

The PROS Department has a 2024 budget allocation for this professional service, with a total spend amount of \$150,000.

PROGRAM/SUB-PROGRAM IMPACT:

Supports Parks, Recreation, Open Space, and Golf general maintenance and operations programs.

RECOMMENDATION:

Staff recommends approval of the Resolution and Service Contract.

ATTACHMENT(S):

1. Resolution
2. Bridge House 2024 Contract

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STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☐	 Engaged Community	☒	 Healthy Workforce
☐	 Supportive Technology	☒	 Collaborative Regional Partner

**RESOLUTION NO. 6
SERIES 2024**

**A RESOLUTION APPROVING AN AGREEMENT WITH READY TO WORK, LLC FOR
GENERAL LANDSCAPE AND MAINTENANCE SERVICES**

WHEREAS, the City desires to approve an Agreement with Ready to Work, LLC, for the general landscape and maintenance services in City parks, open space, and at the Coal Creek Golf Course (the “Agreement”); and

WHEREAS, the City Council by this Resolution desires to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The Agreement between the City of Louisville and Ready to Work, LLC (“Agreement”), for general landscape and maintenance services in City parks, open space, and at the Coal Creek Golf Course, a copy of which Agreement accompanies this Resolution, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the Agreement, and the Mayor is hereby further authorized to negotiate and approve 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.

PASSED AND ADOPTED this 6th day of February, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND READY TO WORK, LLC
FOR GENERAL LANDSCAPE AND MAINTENANCE SERVICES**

.0 PARTIES

This AGREEMENT (this "Agreement") is made and entered into this 4th day of March, 2024 (the "Effective Date"), by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **READY TO WORK, LLC**, a Colorado limited liability company, hereinafter referred to as the "Contractor".

.0 RECITALS AND PURPOSE

The City desires to engage the Contractor for the purpose of providing general landscape and maintenance services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").

The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor, and supplies in such quantities and of the proper quality as necessary to professional and timely perform the Services; except that, the City may authorize the Contractor to use certain City-owned tools and equipment to perform the Services, which use should be subject to Section 14.0 hereof. Contractor acknowledges and agrees that Section 8.0 applies to any Services performed with use of City-owned tools and equipment. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Service to the City.

.0 COMPENSATION

The City shall pay the Contractor for services under this agreement a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Services performed at hourly rates shall not exceed the rates set forth in Exhibit A. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.). 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. 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.

- 4.2 No specific task or work order under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific task, and, if requested by the City, until after meeting of the Contractor and City representatives. The City shall have no obligation to pay the Contractor for work done without such written instructions by the City, or for work done prior to a meeting when such meeting has been requested by the City.
- 4.3 The Contractor shall finally complete each task and work order in a manner acceptable to the City, and in compliance with this Agreement, and on or before the specific completion deadline established by the City in writing for the specific task or work order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services.
- 4.4 The Contractor shall submit monthly an invoice to the City for Services rendered during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

.0 PROJECT REPRESENTATION

The City designates David Dean- Golf, Abby McNeal -Parks, and Ember Brignull - Open Space, as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by the identified city representative for Golf, Parks, and Open Space and such persons' designees.

The Contractor designates Chad Carbone as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Chad Carbone, and should such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2024, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement are on-call, and shall commence and be completed in accordance with Sections 4.2 and 4.3. All Services shall be performed with diligence and promptness so that the Services are completed in a timely fashion and consistent with the City's requirements. Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 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 Louisville 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.

.0 INSURANCE

The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interest's provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more

persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City of Louisville under this Agreement.

- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 7.5 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.

.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage,

which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

.0 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:

- 10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL, AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKER'S COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.
- 10.2. CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.
- 10.3. 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.
- 10.4. 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.

- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. 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.
- 10.9. 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.

.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

.0 TERMINATION

This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease.

Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 USE OF CITY-OWNED EQUIPMENT; WAIVER & RELEASE

- 14.1 In consideration for receiving permission to use and operate City-owned tools and equipment, Contractor hereby releases, waives, discharges, and covenants not to sue the City of Louisville, its officers, employees, or agents (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Contractor, any subcontractor of the Contractor, or any office, employee, or agent of the Contractor or any subcontractor, to by any other person for whom Contractor is responsible or any of the property belonging to any of the foregoing person or entities, whether caused by the act, omission or negligence of the Releasees, or otherwise, that may result from Contractor's use of the City-owned tools or equipment or the use of the City-owned tools or equipment or the use of the City-owned equipment by any person acting under Contractor's control.
- 14.2 Contractor represents that Contractor is fully aware of the risks involved and hazards connected with using the City-owned tools and equipment. Having been fully advised of such risks and hazards, Contractor voluntarily assumes full responsibility for any risks of loss, tool or equipment damage, or personal injury, including death, that may be sustained by Contractor or by any person acting under Contractor's control, or any loss or damage to the City-owned tools or equipment, as a result of the use of the City-owned equipment by Contractor or by any person acting under Contractor's control. The City does not assume any responsibility, and expressly disclaims any responsibility, for Contractor or any person acting under Contractor's control with financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of any bodily injury, personal injury, illness or death.
- 14.3 Contractor understands that the City does not maintain any insurance policy covering any circumstance arising from Contractor's use of City-owned tools and equipment. Contractor represents that its representatives have reviewed Contractor's insurance for proper coverage.
- 14.4 In signing this Agreement, the person signing below on behalf of Contractor acknowledge and represent that they have read this Section 14.0; understand it and sign the Agreement voluntarily as their own free act and deed; for full, adequate and complete consideration fully intending to be bound by same.

15.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this

Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

16.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

17.0 ENFORCEMENT

- 17.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 17.2 This Agreement shall be deemed entered into in Boulder 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 Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

18.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

19.0 INTEGRATION AND AMENDMENT

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.

20.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: Abby McNeal, Parks Superintendent
749 Main Street
Louisville, Colorado 80027
E-mail: amcneal@louisvilleco.gov
Telephone: (303) 335-4774

If to the Contractor:

Ready to Work, LLC
Chad Carbone
4747 Table Mesa Drive
Boulder, CO. 80305
E-mail: chad@boulderbridgehouse.org

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

21.0 EQUAL OPPORTUNITY EMPLOYER

21.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

21.2 Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

22.0 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 to be an incidental beneficiary only.

23.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

24.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the Effective Date, March 4, 2024.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONTRACTOR:
READY TO WORK, LLC

By: Melissa Arguillo - Green
Title: CEO.

Exhibit A- Scope of Services

Ready to Work, LLC ("Bridge House") shall provide a combination of landscape and maintenance services as directed by the City of Louisville designated staff in the amount not to exceed \$150,000.00.

Bridge House will charge a rate of \$24.15/hr. per trainee and \$26.89/hr. for supervisors.

Bridge House will bill the City of Louisville monthly for actual time worked.

Work dates/hours and crew size shall be agreed upon and scheduled at least 48 hours in advance.

Ready to Work Outdoor Crew Services *list not all inclusive of services*

- Parks, Golf or Open Space Projects
- Trash Removal
- Horticulture Work
- General Landscape Maintenance
- Amenity Repairs
- Graffiti Removal or General Painting