

**AGREEMENT FOR LANDSCAPING
AND GARDENING SERVICES**

THIS AGREEMENT, dated this 27th day of January 2025, is by and between the Town of Grand Lake (the "Town") and Carol Ann Thompson and Carla Lawn, d/b/a Hilly Lawn, 9921 Highway 34, #31, Grand Lake, Colorado (the "Landscaper") for contract gardening and landscaping services as more specifically set forth below:

WITNESSETH:

That in and for consideration of the services to be rendered and the compensation to be received, the Town and Landscaper covenant and agree as follows:

Landscaper is hired by the Town for contract gardening and landscaping. Total compensation for the period of this Contract shall be Sixty-Eight Thousand Nine-Hundred Seventy-Seven Dollars (\$68,977.00), which shall be prorated over six months in equal payments (\$11,496.17) and Reimbursed fuel at Two Thousand Eight Hundred dollars (\$2,800.00), which shall be prorated over six months in equal payments (\$466.66) beginning in June (for month of May) and ending in November (for month of October). It shall be the Landscaper's responsibility to bill the Town in accordance with the Town's normal billing/accounts payable cycles.

1) General supplies, including plants, fertilizer, plant food, etc., whether purchased by the Landscaper and reimbursed by the Town or charged to a Town credit account, shall not exceed Eighteen Thousand Dollars (\$18,000.00). Landscaper shall keep a written record of all supplies purchased. Any reimbursement or expenditures in excess of these amounts must be approved in advance, in writing, by the Town Manager.

2) Landscaper is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Landscaper to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Landscaper for all purposes. Landscaper shall make no representation that it is the employee of the Town for any purposes. **Disclosure: Landscaper is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Landscaper or some other entity, and Landscaper is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement.**

3) Landscaper shall be responsible for the acts, errors, or omissions of Landscaper and its employees, consultants, agents and any other persons employed or retained on behalf of Landscaper in connection with this Agreement. Landscaper agrees to indemnify, hold harmless and defend the Town and its directors, officers, trustees, employees, agents, and attorneys for the actions, errors and omissions of Landscaper and Landscaper's employees, consultants, agents and any other persons employed or retained on behalf of Landscaper in the performance of this Agreement. The parties recognize that the Town is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, Section 24-10-101. et seq., C.R.S., and the Town does not waive any of its rights under the Act by entering into this Agreement.

4) At its sole cost, Landscaper agrees to purchase and maintain in effect through the terms of this Agreement, insurance that will protect the Town and Landscaper from claims which may arise out of, result from or be related to the Landscaper's performance of the work outlined in this

Agreement, whether such performance be by the Landscaper or by someone directly or indirectly retained or employed by Landscaper or by anyone for whose acts, errors, or omissions any of them may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, and shall be statutory in conformance with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

- A. Commercial General Liability
 - i. Bodily Injury and Property Damage
 - \$2,000,000 each occurrence
 - \$4,000,000 aggregate
 - ii. Personal Injury
 - \$2,000,000 each occurrence
 - \$4,000,000 aggregate
- B. Commercial Automobile Liability
 - i. Bodily Injury & Property Damage (Combined Single Limit)
 - \$1,000,000 any one accident or loss

6) It is specifically agreed that neither Landscaper nor any person working on its behalf on the project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability or religion.

7) Landscaper's work shall be coordinated with, and overseen by, the Town's Public Works Director with policy guidance from the Town's Greenways Committee.

8) Landscaper will comply with all local, State and Federal laws and regulations.

9) This Agreement may be terminated by either party upon ten (30) days written notice.

10) In the event this Agreement is terminated prior to completion of any portion of the Scope of Services as set forth in Exhibit A, the Town shall be entitled to reduce the amount of final payment to Landscaper in an amount proportional to the service to be provided or in the amount of the product not furnished by the Landscaper.

11) Any notice or communication between Landscaper and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Grand Lake
Attn: Town Manager
1026 Park Avenue
P.O. Box 99
Grand Lake, Colorado 80447

Landscaper: Hilly Lawn
9921 Highway 34, #31
Grand Lake, Colorado 80447
Email:_____

12) This Agreement and the attached Exhibit A is the entire Agreement between Landscaper and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

13) This Agreement shall become effective following execution by both Landscaper and Town. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

14) This Agreement shall be in force and effect beginning on May 1, 2025, and shall terminate on or before October 31, 2025, with the understanding that there is a budget amount of \$68,977 for landscaping services, \$18,000 for supplies and \$2800 for fuel, which may not be exceeded in the fiscal year 2025, unless authorized in advance, in writing, by the Town Manager.

TOWN OF GRAND LAKE

By: _____
Stephan Kudron, Mayor

By: _____
Carol Ann Thompson

By: _____
Carla Lawn