



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE 11/21/23
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ITEM

Consent Agenda

Council Action – Approve entering into a contract with Conscious Creations for custodial services.

BACKGROUND

Due to a lack of staff availability, the department needs to enter into a contract with Conscious Creations for cleaning the Aquatics Center 4 nights a week.

FISCAL NOTE

The cleaning fee is \$672 per week with a possible annual cost of \$34,944. The contract can be terminated by either party with 30 day written notice.

STAFF RECOMMENDATION

To approve entering into a contract with Conscious Creations for weekly Aquatics Center cleaning.

SUGGESTED MOTION

A Councilperson should move to approve to “combine and approve the items on the consent agenda.”



**CITY OF SALIDA
INDEPENDENT SERVICES AGREEMENT**

THIS AGREEMENT FOR INDEPENDENT SERVICES (“Agreement”) is made and entered into this 17th day of October, 2023 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and **Conscious Creation Handyman LLC**(“Contractor”), whose address is [3745 E US Highway 50, Salida, CO 81201].

WHEREAS, the City desires that Contractor perform the Services of Salida Hot Springs Aquatics Center janitorial and custodial services 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 is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided pursuant to this Agreement, and is ready, qualified, willing, and able to provide such services to the City; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; 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 [Cleaning services in Exhibit A] (“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.

All equipment, tools, materials and supplies required for the performance of services under this Agreement shall be furnished by the Contractor, except that the City of Salida shall furnish the following: all toileties, chemicals, and kaivac machine

2. Compensation. The City agrees to compensate Contractor, in the following amount/rate/calculation [\$672.00/ week for 4 service days], 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 monthly 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 estimated 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. First Street, Suite 112
Salida, CO 81201
(719)-539-4555

To the Contractor:

Conscious Creation Handyman LLC
3745 E US Hwy 50
Salida, CO 81201

cchandyman@protonmail.com

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: _____
Christy Doon, City Administrator

CONTRACTOR:

By: _____
[Name]
[Title]

Conscious Creation Handyman LLC

3745 E US Highway 50
Salida, CO 81201 US
cchandyman@protonmail.com

Estimate

ADDRESS
David Daley
City Of Salida
410 Rainbow Blvd
Salida, Co 81201

ESTIMATE 1055
DATE 09/15/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Aquatic Center	This Bid is a weekly rate for cleaning services 4 days per week. **this rate reflects the aquatic center to supply all toiletries, chemicals, and kaivac machine.	4	168.00	672.00
	Locker Rooms	Clean and sanitize all toilets, sinks, shower stalls, benches, and lockers, light switch cover, door knobs, bathroom stalls. clean and sanitize floor and tile walls using kaivac machine. Restock all toiletries as needed. Take out trash.	6		0.00
	Offices	Clean and sanitize all cleared surfaces, sweep, mop, vacuum, dust, clean and sanitize door knobs and light switch covers, take trash out. Clean all glass doors.	2		0.00
	Pool	clean pools with robotic pool cleaner.	2		0.00

TOTAL

\$672.00

Accepted By

Accepted Date