

LCCC GROUNDSKEEPING INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "City", and _____, whose address is _____, Lander, Wyoming 82520, hereinafter referred to as "Independent Contractor".

RECITALS

WHEREAS, the City owns and operates the Lander Community and Convention Center (hereinafter "LCCC"), located at 950 Buena Vista Drive, Lander, Wyoming; and,

WHEREAS, the City desires to hire the Contractor, as an independent contractor, to maintain and care for the LCCC at such times and in such a manner as is required for the upkeep of the facility; and,

WHEREAS, the Contractor agrees to perform the services required for the maintenance and care for the LCCC upon the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the City and the Contractor as follows:

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **DESCRIPTION OF WORK.** The Contractor shall provide management, supervision, labor, supplies, materials, equipment and tools required to effectively, efficiently, and satisfactorily perform general grounds maintenance at LCCC. The work shall comply with codes and standards applicable to each type of work and as listed herein.
3. **LOCATION OF WORK.** The Lander Community & Convention Center ("LCCC"), 950 Buena Vista Drive, Lander Wyoming. *The LCCC grounds contain 2.75 acres including parking lots, sidewalk, firepit, grass and planted areas.*
4. **COMPENSATION.** In consideration of the Contractor providing the above-described duties, the City agrees to pay to the Contractor the sum of _____, payable to Contractor at the beginning of each month of employment.
5. **RELATIONSHIP BETWEEN PARTIES.** Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers' compensation or unemployment insurance. The Contractor shall pay all of their own taxes on compensation paid to the Contractor pursuant to this Agreement.
6. **LIABILITY.** The work to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor agrees to indemnify the City for any and all liability or loss arising in any way out of the performance of this Agreement by Contractor.

7. INSURANCE. Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City's reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.
8. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
9. DURATION. This Agreement shall commence on February 1, 2025. This Agreement shall continue in full force and effect until the 31st day of January 2027. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
10. WORK SCHEDULE REQUIREMENTS. See paragraph 24. There will be a post event inspection at the conclusion of any event. The City shall be notified in writing of any damage including any plantings, grass, firepit, etc. by noon that day or by noon Monday if the event falls over the weekend.
11. SCHEDULING OF OPERATIONS. The Contractor shall schedule all groundskeeping operations at their own discretion so as not to interfere with the scheduled bookings. Contractor shall maintain with the City a complete and detailed Quality Control Plan, which shall include but not be limited to the following: Self-inspections, a 12-month schedule of all services showing, by date, when those services will be performed, and how many employees shall be working at the facility at a time.
12. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES. The Contractor shall be required to furnish any and all labor, supplies, tools, and equipment to complete the work described in this contract.
13. HAZARDOUS MATERIALS. Safety Data Sheets (SDS) shall be posted by any stored groundskeeping supplies and notification shall be posted in the event of pesticide applications. Contractor shall be familiar with the chemicals used to perform the services and shall notify the City of any incidents or safety hazards involving chemicals and solutions listed in the SDS.
14. STORAGE AREAS AND JANITORIAL CLOSETS. The Contractor shall share existing storage areas and janitor closets with building occupants. All Contractor stored materials, supplies, and equipment shall be conspicuously identified with the Contractor's markings to indicate ownership and shall be stored in containers appropriate for the substance being stored. Storage of supplies shall conform to applicable OSHA regulations. Incompatible supplies shall not be stored together. The City will not be responsible in any way for damage or theft of Contractor stored supplies and equipment, or the Contractor's employees' belongings brought into the buildings.
15. PERSONNEL. The Contractor shall employ a minimum number of employees required for safety while on duty coverage, and required to complete the workload of this contract. A list of employee names shall be provided to the City. At any time there is a change in employment, the Contractor shall update the employee list and submit it to the City in writing. All individuals listed will be subject to a background check.
16. CONTRACTOR LIAISON. In addition to the daily communication required to perform the duties, the Contractor or a designated representative shall contact the City Representative (Assistant Public Works Director or designee) at a minimum

of once a month to discuss the conduct of the work and alleviate any misunderstandings that may arise during the performance of the work, and be available to take immediate action to have deficiencies corrected, if required, that may be called to their attention.

17. SUPERVISION. The Contractor is required to have a responsible Project Supervisor. The Supervisor can be the Contractor or their designees. The Supervisor shall be on duty during any and all operations under this Agreement. The Project Supervisor will be responsible for the work of this Agreement. The Contractor shall give the City the name and telephone number of the Project Supervisor, and provide the City with updated names and contact information for any and all Supervisors as they are changed or modified.
18. SAFETY. The Contractor shall use all necessary precautions for the control and safety of their personnel who are present at the LCCC or working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
19. PROTECTION AND DAMAGE. The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.
20. MISCELLANEOUS REPORTING. Any fixture, item, equipment, or other related item located at the LCCC, including Government Furnished Equipment, that is broken, damaged, or in need of repair shall be reported in writing to the City.
21. LOST AND FOUND. The Contractor shall turn any and all articles, property, etc. that is left or abandoned at the LCCC to the City.
22. TERMS OF WORK.
 - A. Conduct of Work: All persons employed by the Contractor shall either be experienced in this type of work or shall work with an experienced person. Conduct of work shall indicate deliberate effort to produce quality results. Excellent customer service for our facility renters is required. Hasty or careless work is not acceptable. Three written notices of failure to perform within six months shall be considered evidence of noncompliance with the contract and shall be grounds for termination of the contract.
 - B. City Evaluation Process:
 - i. Number of Inspections: During the first two months of this agreement, the City will complete weekly inspections. Thereafter, in the event the Contractor has no un-satisfactory performances on the quality assurance plan (**Attachment A**), there will be two inspections per month. The minimum level of inspections (one inspection per month) may be used if the quality of work is satisfactory for two consecutive months.
 - ii. Sampling Procedures: All work completed by the Contractor shall be visually inspected to insure compliance with the quality standards.
 - iii. Evaluation Procedures: The Facility will be inspected and a Quality Assurance Plan Worksheet will be completed for each inspection at the time of the inspection and returned to the City and the Contractor for review.
23. TRASH REMOVAL: The grounds shall be free of obvious garbage.

24. GROUND MAINTENANCE REQUIREMENTS: The Contractor shall report any needed maintenance and minor repair, outside of their scope of work for the facility to the City Representative (Assistant Public Works Director or delegate) in writing.

- A. Lawn Maintenance: All grass areas including the main lawn next to the building and the areas between the street and parking lots will be mowed on a weekly basis, during the Months of May through September. Normally not aerated unless turf quality indicates a need or in anticipation of application of fertilizer. Reseeding or sodding only when major bare spots appear. Weed control measures normally applied when 0 percent of small areas- or 15 percent of the general turf-is infested with weeds.
- B. Pruning: Quarterly all shrubs and trees will be pruned and trimmed to maintain the natural growth habit, to eliminate diseased or damaged growth, and to maintain visual appeal. Suckers and small branches will be removed from trees quarterly or as needed. At the discretion of the City after consulting with Contractor, the City may employ a certified arborist to implement a more thorough maintenance program as the trees mature; the Contractor shall comply with said maintenance program. Contractor will report any serious disease and/or pest problems related to trees to the City of Lander for further treatment.
- C. Disease, Pest & Weed Control: All plants will be observed for disease and/or pests, and treated accordingly. All landscaped areas will be kept free of weeds and either removed manually or treated with an appropriate herbicide, monthly. If a plant needs to be replaced then the Contractor shall notify the City in writing.
- D. Leaf and Debris Removal: The Contractor shall remove all the leaves in the fall from all grass areas.
- E. Other Maintenance: The Contractor shall routinely inspect all plants and lawn for proper watering. If a problem is detected with the irrigation system, the Contractor shall contact the City. Contractor is not responsible for the death of plants due to malfunction of the irrigation system.

The following Ground Maintenance program will be performed once a week and as needed throughout the **Fall seasons:**

- A. Perennial flowers and grasses: Plants will be trimmed back to the ground at the end of the growing season. Flower beds shall be kept free of all trash and debris. In addition, occasional plant loss is common in our climate, and the Contractor shall report any concerns about such loss to the City. Contractor shall fulfill any other duties necessary to keep the grounds of the facility in a neat and orderly state.

The following Ground Maintenance program will be performed once a week and as needed throughout the **winter season:**

- A. Snow Removal: All sidewalk areas surrounding the facility will be cleared of snow once 2 inches accumulates or if the facility is rented. If the facility is not rented during a storm, snow can be removed after the storm has passed. The Contractor shall not allow ice to build up on the sidewalks. If ice begins to form the Contractor shall spread ice melt on the walkways. If ice becomes a safety concern, the Contractor shall contact the City for assistance on removal.

25. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

26. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
27. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day
of _____, 2025.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
CITY COUNCIL OFFICIAL,
Lander City Council

ATTEST:

RACHELLE FONTAINE, City Clerk

CONTRACTOR NAME:

BY: _____
INDEPENDENT CONTRACTOR NAME

DRAFT