

# **AGREEMENT (Without Grounds Keeping)**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 “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 (with the exception of those items outlined in paragraph 12), and tools required to effectively, efficiently, and satisfactorily perform concierge service, general maintenance and janitorial services 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 is comprised of a large multipurpose space that is 9, 387 sq. /ft., three breakout rooms that are approximately 500 sq. /ft. each; a reception /lobby/gallery area that is 1,826 sq. /ft., a bar area that is 769 sq. /ft., two outdoor patios, two 10 person restrooms, two single use restrooms, and a large storage room. This facility has a total of 19,278 square feet.
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 the 1st day of September, 2024. This Agreement shall continue in full force and effect until the 31<sup>st</sup> day of August, 2028. 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. Cleaning shall be completed within a **12 hour period** of the end of an event held at the Community Center. Events with multiple days require daily maintenance, including cleaning and restocking of restrooms. There will be a post event inspection at the conclusion of any event, prior to cleaning taking place. The City shall be notified in writing of any damage including any unlocked doors, missing kitchen items, or electronic supplies rented out during event by noon that day or by noon Monday if the event falls over the weekend.
11. SCHEDULING OF OPERATIONS. The Contractor shall schedule all cleaning operations 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. GOVERNMENT FURNISHED EQUIPMENT AND SUPPLIES. The City will provide and maintain the following items: lawn mower, trimmer, vacuum cleaner, carpet steamer, floor scrubber, toiletries, snow blower, snow shovel, housekeeping supplies and building maintenance supplies. There will be, at minimum, a month’s worth of supplies at the LCCC at all times. The Contractor shall notify the City immediately when supplies are below the amounts stated herein. The Contractor shall inform the City, in writing, of housekeeping or building maintenance supplies that need to be ordered.
13. 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. Contractor shall not be required to provide any supplies, tools, or equipment as described in Section 12 of this Agreement.
14. HAZARDOUS MATERIALS. Safety Data Sheets (SDS) shall be posted by the stored cleaning supplies. 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.
15. KEYS. Keys and/or lock combinations to access the facilities will be provided by the City. The Contractor shall sign a receipt for keys issued, and be responsible for their return at the end of the contract. The Contractor shall notify the City immediately if any key(s) are lost or stolen. The City may, at the City’s option, hold

the Contractor liable for all costs associated with replacing lost keys. Contractor shall notify the City immediately if they believe the lock combination has been compromised so a new combination can be issued.

16. PURCHASING CARD. The contractor shall utilize a City provided purchase card and will be required to follow City policy and procedures.
17. STORAGE AREAS AND JANITORAL 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.
18. PERSONNEL. The Contractor shall employ a minimum number of employees required for safety while on duty coverage of events, 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, Contractor shall update the employee list and submit it to the City in writing. All individuals listed will be subject to a background check.
19. CONTRACTOR LIASON. In addition to the daily communication required to perform the duties, the Contractor or a designated representative shall contact the Assistant Public Works Director 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. The Assistant Public Works Director shall be the liaison and contact for the Contractor.
20. 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.
21. 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.
22. FIRE PROTECTION AND PREVENTION. The Contractor shall be acquainted at all times with the location of the fire protection equipment. The Contractor shall take necessary action to assure that all flammable materials, including but not limited to cloths and waste, which could constitute a fire hazard, are placed in metal containers and removed from the buildings at the end of each day. No flammables shall be stored in the building, unless stored in appropriate flammable cabinet.
23. BUILDING SECURITY. The Contractor shall be responsible for checking and securing the building doors after cleaning and maintenance of the facility. The Contractor shall check and lock all exterior doors, including overhead doors, and turn off all lights when leaving the building. The Contractor shall email the City if any doors are found to be unlocked.
24. 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.

25. MISCELLANEOUS REPORTING. Any fixture, item, equipment, or other related item located at the LCCC, including Government Furnished Equipment, that is broken, damaged, or need of repair shall be reported in writing to the City.
26. LOST AND FOUND. The Contractor shall turn any and all articles, property, etc. that is left or abandoned at the LCCC to the City.
27. TERMS OF WORK.
  - A. Definitions:
    - i. Clean: Clean, cleaning, or cleanup, as used in this contract, is the removal of any foreign material or matter, including but not limited to: food, water, dirt, mud, dust, scuff marks, oil or grease spots, pencil, pen, or crayon marks in order to leave the surface free from dirt or impurities, unsoiled and unstained.
  - B. 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. Separate cleaning cloths shall be used for bathrooms. 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 month shall be considered evidence of noncompliance with the contract and shall be grounds for termination of the contract.
    - i. Examples of unacceptable work: Food particles and grease in kitchen sinks and back splash, dirt in corners and on the floor, dirt, grease, mop splashes on baseboards and walls, dust build-up on surfaces, wax build-up on floor perimeter, dirt, debris, etc. under waste baskets, garbage cans; accumulated filth in cracks, joints, door jams, etc.; failure to remove trash such as cups, paper clips, staples from floor, failure to clean mop sinks after use, mop strings on floor, mopping or sweeping tracks on floors, failure to lock doors and turn off lights when leaving the buildings, failure to concentrate on high use areas, and other manifestations of lack of concern or capability of producing quality work.
  - C. 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 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.
28. QUARTERLY DEEP CLEANING. The Contractor shall complete a deep cleaning of the facility once each quarter that will include cleaning all windows and doors, edges and corners, kitchen stoves, ovens, sinks, the bar area, and all floor surfaces including waxing buffing, and carpet cleaning.

29. EXTRA CLEANING. The Contractor shall provide the custodial services described herein within a 12 hour period after an event, with the following exceptions:
- A. Carpeted Floors and Mats – General: The carpeted floors and carpet like, rubber or polyester entrance mats shall be free of litter, soil, stains, and embedded foreign matter and grit. Entrance mats shall be lifted to remove soil and moisture underneath. Vacuum all carpeted floors including under furniture.
  - B. Carpeted Floors – Steam Cleaning: Quarterly each year- All carpeted floors shall be cleaned using City provided carpet steam cleaning machine. All moveable objects, such as chairs, tables, garbage cans, etc. shall be moved to ensure broad spectrum cleaning. A thoroughly clean floor shall be free of litter, soil, stains, embedded foreign matter and grit and have a like new appearance.
  - C. Carpeted Floors – Spot Clean: Spots and stains on carpet shall be removed daily.
  - D. Non-Carpeted Floors: Non-carpeted floors shall be free of dirt, debris and encrustations and have a uniform appearance with no streaks, swirl marks, or detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Concrete floors shall be swept with treated dust mop to remove all surface dirt, and mopped, the Contractor shall only use approved chemicals provided by the City.
  - E. Storage Room: The storage room floor, walls, doors, and fixtures shall be clean and kept free of dirt, debris and encrustations and have a uniform appearance with no streaks, swirl marks, or detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.
  - F. Furniture and Fixtures: Chairs, tables, display cases, partitions, window sills, walls, ceilings, doors, and fixtures shall be cleaned and kept free of dust, dirt, cobwebs, spots, streaks, swirl marks, detergent residue, and encrustations. The cleaning process shall be safe and harmless to the surfaces cleaned and shall not adversely affect appearance or durability. If chairs and tables are found to be damaged the Contractor shall put them aside and contact the City for replacement.
  - G. Convectors: Convectors, including ventilation registers and bathroom fans, shall be cleaned quarterly and kept free of dirt, dust, cobwebs, spots, encrustations, and lint.
  - H. Light Fixtures: Twice a year – light fixtures and exit signs shall be cleaned so that they are free of all dirt, dust, insects, and smears.
  - I. Windows: Interior glass panes shall be cleaned so that they are free of any streaks, lint or otherwise unwashed areas, monthly. Exterior windows will be contracted out to someone else by the City, yearly.
  - J. Main Entry Glass Doors and Windows: The interior glass surfaces of the entrances and windows shall be cleaned so that they are free of any streaks, encrustations and lint at the beginning of each booking.
  - K. Trash Removal: The facility shall be free of obvious garbage and shall be free of dirt, spots, debris, and other encrustations. Plastic liners shall be unsoiled and free from holes and secured to waste baskets. All boxes, cans, papers, etc., placed near a wastebasket or garbage can and marked “TRASH” shall be removed. The Contractor shall police any spillage of

trash, debris, refuse, etc., which is a result of this operation. Contractor shall notify the City in writing if an additional trash pickup is required. Dumpster will be provided at the cost of the City.

- L. Restrooms: The Contractor shall restock and clean restrooms on a daily basis for multi-day events. No chemicals, materials, or combination of chemicals or materials shall be used that will damage walls, floors, or fixtures in the process of cleaning. A new or unused cloth or any other linen material or paper towels used for cleaning purposes shall not be disposed of by flushing down the toilet. The additional terms shall apply:
    - A. De-scale Toilet Bowls and Urinals: Toilet bowls and urinals shall be disinfected and free of scale, scum, mineral deposits, rust stains, streaks, other stains, and all foreign matter.
    - B. Sink Areas: All porcelain, metal and chrome fixtures, wash basins, backsplashes, countertops, paper towel holders, exposed pipes and mirrors shall be disinfected and be clean and bright; there shall be no dust, spots, stains, rust, mold, encrustations or excess moisture.
    - C. Floors and Doors: Floors and Doors shall be free of soil, debris, scum, mold, or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. Door handles and light switches shall be disinfected.
    - D. Walls & Ceilings: Walls and ceilings shall be free of dust, cobwebs, spots, stains and encrustations and cleaned quarterly.
    - E. Trash Removal: The facility shall be free of obvious garbage. Wastebaskets and sanitary napkin receptacles shall be disinfected; free of dirt, spots, debris, and other encrustations, and have a new liner in place. Plastic liners shall be unsoiled and free from holes and secured to the waste basket. The Contractor shall police any spillage of trash, debris, refuse, etc., which is a result of this operation.
    - F. Servicing: Each dispenser for toilet paper, soap and similar items shall be filled with Government furnished supplies. Dispensers shall have sufficient supplies to last through the events planned. Partial rolls may be left by the nearest fixture.
30. KITCHEN, BAR, AND FOUNTAINS: This section applies to all similar features (countertops, tables, drinking fountains, etc.) throughout the facility, regardless of location. The following shall apply:
- A. Sink Areas: All porcelain, metal and chrome fixtures, wash basins, backsplashes, countertops, paper towel holders, light switches, exposed pipes and mirrors shall be disinfected and be clean and bright; there shall be no grease, food particles, dust, spots, stains, rust, mold, encrustations or excess moisture.
  - B. Dishwasher: Dishwasher shall be free of food particles, grease, dust, spots, stains, rust, mold and encrustations. The drain strainer located inside the dishwasher shall be cleaned after each event to ensure the dishwasher is draining correctly and that silverware is not stuck in the strainer.
  - C. Soap Dispensers: Soap dispensers shall be checked after each event to ensure they are full.
  - D. Cleaning Cloths: Extra cleaning cloths for facility renters shall be easily available in the storage closet in the kitchen and in the bar area.
  - E. Dispensers/Drinking Area: The soda and beer dispensers and all fixtures in the bar shall be cleaned after each event to ensure mold growth does not occur. The drink mixing area in the bar shall be clean and free of sticky residue from beverages served during events. The Contractor shall contact the City if the CO2 dispenser is low for reorder. Ice machines shall be clean and all bottles shall have cleaning solution.

31. STOVES: All stoves, ovens, and cooktops shall be disinfected and be clean and bright; there shall be free of food particles, grease, dust, spots, stains, rust, mold and encrustations.
32. COUNTERTOPS AND CABINETS: Countertops and cabinets shall be free of grease, food particles, streaks, stains, spots, smudges, and other encrustations.
33. DISHES: All dishes shall be clean, dry and placed in appropriate storage areas.
34. FLOORS: Floors shall be free of pools of water, soil, debris, scum, mold, sticky residue or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. While mopping the floors, wet floor signs shall be posted in visible areas. If the floor may become wet due to precipitation (snow melt, rain, etc.), wet floor signs shall be placed in visible areas prior to an event scheduled beginning.
35. TRASH REMOVAL: The facility shall be free of obvious garbage and the wastebaskets shall be free of dirt, spots, debris, and other encrustations. Additionally, food service area garbage cans shall be disinfected and have a new liner in place. Plastic liners shall be unsoiled and free from holes and secured to the waste baskets. The Contractor shall police any spillage of trash, debris, refuse, etc., which is a result of this operation.
36. DRINKING FOUNTAINS: The drinking fountains throughout the entire LCCC shall be disinfected and free from streaks, stains, spots, smudges, or scale.
37. CLEANING MATERIALS: All cleaning materials and equipment shall be stored properly upon completion of work in order to prevent hazards.
38. LOBBY, GALLERY, BREAKOUT ROOMS, AND MAIN ROOM: The following shall apply:
  - A. Floors: Floors shall be free of pools of water, soil, debris, scum, mold, sticky residue or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. While mopping the floors, wet floor signs shall be posted in visible areas. If the floor may become wet due to precipitation (snow melt, rain, etc.), wet floor signs shall be placed in visible areas prior to an event scheduled beginning.
  - B. Windows: Monthly, interior glass panes shall be cleaned so that they are free of any streaks, lint, or otherwise unwashed areas of glass. Glass panes in doors shall be cleaned after each event rental. The cleaning solution shall not be spilled, splattered or otherwise dripped in the surrounding area.
  - C. Furniture & Fixtures: Furniture and display cases, partitions, chairs, window sills, walls, ceilings, doors, and fixtures shall be cleaned and kept free of dust, dirt, cobwebs, spots, streaks, swirl marks, detergent residue, and encrustations. The accessible portions of locked areas shall be cleaned to the same standards. The cleaning process shall be safe and harmless to the surfaces cleaned and shall not adversely affect appearance or durability.
39. HVAC and Cooling: HVAC motors shall be greased quarterly; all HVAC filters shall be changed as needed; and cooling unit fins shall be cleaned as needed.
40. GROUND MAINTENANCE REQUIREMENTS: The Contractor shall report any needed maintenance and minor repair, outside of their scope of work for the facility to City Hall in writing.

41. CONCIERGE AND CUSTOMER SERVICE REQUIREMENTS: The Contractor shall complete the following:
- A. The Contractor shall conduct a pre-inspection of the facility to ensure everything is clean and in working order prior to events. The Contractor will conduct the facility preparation and clean up for events– check all ovens, dishwasher etc. to make sure they are in working order, and will keep toilet paper, paper towels and garbage bags stocked before the event to ensure a successful event.
  - B. The Contractor shall provide concierge services to renters of the facility, which includes providing excellent customer services that includes but is not limited to:
    - i. Meeting with potential renters to show them around the facility and answer questions.
    - ii. Contacting the renters by phone a minimum of 3 days in advance of their event to schedule a meeting to review all aspects of the facility.
    - iii. Contractor shall meet with renters to review all aspects of facility including but not limited to: showing renter where to find extra paper towels, trash bags, toilet paper, showing renter how to use the light switches, sound system, kitchen facility, etc.
    - iv. Contractor shall be available during events to assist with facility.
    - v. Contractor shall set up and take down sound and audio visual systems if ordered for an event.
    - vi. Contractor shall set up and take down stage if ordered for an event.
    - vii. Contractor shall have access to Community Center Books and Reservation system to assist renters.
    - viii. Contractor shall learn and be able to operate facility equipment and electronics as necessary, including but not limited to, projectors, internet, sound equipment, cameras, and external electrical signs.
  - C. The Contractor shall conduct a post-event inspection checklist shall be completed the day following the event, and provided to the City by noon that day or by noon Monday if the event falls over the weekend. Checklist will make note of any damage including any missing kitchen items or electronic supplies rented out during event.
42. 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.
43. 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.
44. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.



*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF LANDER,  
a municipal corporation:

BY: \_\_\_\_\_  
CITY COUNCIL OFFICIAL,  
Lander City Council

ATTEST:

\_\_\_\_\_  
RACHELLE FONTAINE, City Clerk

CONTRACTOR NAME:

BY: \_\_\_\_\_  
CONTRACTOR NAME