

AGREEMENT

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 Teresa Lozier, Independent Contractor, whose address is 7899 State Hwy 789, Lander, Wyoming 82520, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the City owns and operates City Hall located at 240 Lincoln Street, Lander, Wyoming, and the Lander Police Department located at 250 Lincoln Street, Lander, Wyoming; and,

WHEREAS, the City desires to hire the Contractor, as an independent contractor, to maintain, clean, and care for the City Hall and Lander Police Department 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 City Hall and Lander Police Department 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 Contractors as follows:

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **DESCRIPTION OF WORK.** The Contractor will do general maintenance and act as caretakers/janitors for the entire facility. Said facilities being herein described are the Lander City Hall and Lander Police Department. Contractor shall complete the following:
 - A. General Cleaning of City Hall once a week
 - B. General Cleaning of the Lander Police Department twice a week
 - C. Quarterly Dusting of all woodwork, furniture and chairs
 - D. Deep cleaning of building twice a year, including windows, and steam cleaning of carpets.

3. TERM. This Agreement shall commence upon the signing of this Agreement, and shall continue in full force and effect until December 31st, 2024. 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.

As part of this Agreement, the first six months after this Agreement is signed shall be a probationary period. Probationary period means that the Contractor's Agreement can be terminated at any time and for any reason.

4. COMPENSATION. In consideration of the Contractor providing the above-described duties, the City agrees to pay the Contractor the sum of One thousand and no/100 Dollars (\$1,000.00), payable to Contractor at the end of each month of employment.
5. PARTIES' OBLIGATIONS. The City shall furnish a vacuum cleaner, rug shampooer, mop and bucket, toiletries, housekeeping supplies and building maintenance supplies. Contractor shall furnish all other tools or supplies necessary to complete their duties.

It shall be the Contractor's sole discretion and at a cost solely to the Contractor to employ others to assist in performance of his duties. In such case hiring, supervision and payment shall be the sole responsibility of Contractor.

A background check will be performed prior to employment.

6. WORK SCHEDULE REQUIREMENTS. Cleaning shall be completed twice (2), a week for the Police Department and once (1), a week for City Hall.
7. PERSONNEL. 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.
8. SUPERVISION. The Supervisor shall be on duty during any and all operations under this Agreement.
9. SAFETY. The Contractor shall use all necessary precautions for the control and safety of their personnel who are present and working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
10. 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.

11. 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.

It shall be the Contractor's sole discretion and at a cost solely to the Contractor to employ others to assist in performance of his duties. In such case hiring, supervision and payment shall be the sole responsibility of Contractor.

12. 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.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
19. 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.
20. 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.
21. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
22. CORPORATIONS. If this Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Agreement and agree to provide each party with a certified copy of the resolution allowing the same.
23. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
24. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
25. GOVERNMENTAL IMMUNITY. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or

any other theory of law, based on this agreement available to it pursuant to Wyo. Stat. 1-39-104(a) and all other state law.

26.

27. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

28.

ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day
of _____, 202__.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
MELINDA COX, Council President

ATTEST:

RACHELLE FONTAINE, City Clerk

BY: _____
TECIA WALLER, Independent Contractor