

**AGREEMENT TO PROVIDE JANITORIAL SERVICES**  
**Between**  
**LARAMIE COUNTY and ABEK CLEANING LLC.**

THIS AGREEMENT is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, WY 82003, (COUNTY) and ABEK Cleaning, 1703 Taft Avenue #526, Cheyenne WY 82001 (CONTRACTOR). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is for janitorial services, as deemed necessary by the Laramie County Events Department during the 2022 Laramie County Fair as described in Attachment A. Further, this agreement provides for potential future work upon mutual agreement between CONTRACTOR and the Laramie County Events Department Director.

**II. TERM**

This Agreement shall commence on the date the last signature is affixed hereto and remain in full force and effect until terminated as provided herein.

**III. PAYMENT**

A. COUNTY shall pay CONTRACTOR \$6,880.00 for cleaning services from August 3 to August 13, 2022 as described in Attachment A. COUNTY shall pay CONTRACTOR on a per-invoice basis as described in Attachment A. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602.

B. It is contemplated between the parties, that future work between the parties may be necessary. Payment for work to be performed in the future shall be made at a rate to be approved and/or in the manner approved by the Director of the Laramie County Events Department. CONTRACTOR shall submit estimates for any service required or requested by the Events Director who shall, in his sole discretion, decide whether to accept or reject said estimate and whether to assign said job to CONTRACTOR. CONTRACTOR shall bill COUNTY on a per invoice basis for services. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with W. S. § 16-6-602.

**IV. RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall provide and complete daily janitorial services of event facilities. Services to include, but not limited to trash disposal; cleaning and disinfecting of restrooms and shower stalls etc. as more specifically described in Attachment A. CONTRACTOR shall be a resource for cleaning services utilized by COUNTY during the period of the operation of this Agreement. By signature below, CONTRACTOR agrees that nothing in this Agreement

operates to provide an exclusive right to CONTRACTOR to provide such services to COUNTY. CONTRACTOR agrees that this Agreement does not bind COUNTY in any manner to offer or provide work to CONTRACTOR. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer cleaning services.

## **V. GENERAL PROVISIONS**

1. **Independent Contractor:** The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. **Entire Agreement:** Cleaning Proposal (1 page) and this Agreement (4 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. **Assignment:** Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. **Modification:** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

5. **Termination:** This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. **Invalidity:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.

7. **Applicable Law and Venue:** The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

8. **Discrimination:** All parties agree they will not discriminate against any person

who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

9. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

10. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY 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.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties and shall inure solely to the benefit of the parties to this Agreement.

12. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

14. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

15. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

16. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible

time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

17. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

18. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement or the Proposal, the provisions and conditions set forth in this Agreement shall control.

19. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING

By: [Signature]  
Chairman, Laramie County Commissioners

Date 7-18-22

ATTEST:

By: Debra K. Lee  
Debra K. Lee, Laramie County Clerk

Date 7-19-2022

CONTRACTOR: ABEK Cleaning LLC.

By: Amanda Knight

Date 07.14.22

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature]  
Laramie County Attorney's Office

Date 7/14/22

# Cleaning Proposal

ABEK Cleaning LLC  
1703 Taft Ave #526 Cheyenne Wy 82001  
307-256-1499

Date: 07 / 07 / 2022

Proposal Submitted To:

Larry Milbourn

Phone Number:

(307) 421 - 0321

Customer/Business Name: Archer Event Center

Job Location: 3801 Archer Pkwy  
Cheyenne, WY 82009

## Job Description

Cleaning, Sanitizing, and trash removal  
from all restroom and shower facilities 3x  
daily from August 3rd thru August 13th  
All Supplies for Job being provided by  
Archer Event Center. Estimate is based on  
"Normal" conditions.

Cleaning Proposal includes cost of labor for job.

Proposed Cost Per Job 6880.00

If bid is accepted, please sign below.

Acceptance of Proposal: The above prices and description of job are satisfactory and are hereby accepted.

Customer Signature:

ABEK Cleaning LLC Signature:

Amanda Knight 07.14.22