AGREEMENT BETWEEN LARAMIE COUNTY, WYOMING AND SERVPRO OF CHEYENNE

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (ACOUNTY@) and Servpro of Cheyenne, PO Box 20632, Cheyenne, WY 82003. (ACONTRACTOR@). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to provide biohazard cleaning services at the Laramic County Detention Center.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until completely performed.

III. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall pay CONTRACTOR on a per-invoice basis, in accordance with the estimates attached as Attachment A for events occurring during normal office hours and Attachment B for after-hours events. 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 (as amended).
- B. COUNTY agrees that during the performance of CONTRACTOR's duties, COUNTY will provide an employee to secure the area and stand by to provide security.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide and complete biohazard cleaning services at the Laramie County Detention Center at the request of the COUNTY as described in Attachments A &B, attached hereto and fully incorporated herein. 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 the COUNTY in any manner to provide or offer work to the CONTRACTOR. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer biohazard cleaning services.
- B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit,

examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

- A. <u>Independent Contractor</u>: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of 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.
- B. <u>Preference-Wyoming Labor</u> Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S.§16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S.§16-6-201 et seq.
- C. <u>Acceptance Not Waiver</u>: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- D. <u>Termination:</u> 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; or (c) upon mutual written agreement by both parties.
- E. <u>Entire Agreement:</u> This Agreement (5 pages), Attachment A (5 pages) and Attachment B (5 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- F. <u>Assignment:</u> 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.
- G. <u>Modification:</u> This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- H. <u>Invalidity:</u> 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 that the provisions of this Agreement are fully severable.

- I. 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY=s governmental immunity as provided in this Agreement.
- J. <u>Contingencies:</u> CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- K. <u>Discrimination:</u> 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.
- L. <u>ADA Compliance</u>: 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.
- M. <u>Governmental/Sovereign Immunity:</u> 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.
- N. <u>Indemnification:</u> 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 except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
- O. <u>Third Parties:</u> 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 to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
 - P. 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.

- Q. <u>Force Majeure:</u> 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.
- R. <u>Limitation on Payment:</u> 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 effected 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.
- S. <u>Notices:</u> 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.
- T. <u>Compliance with Laws:</u> CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
- U. <u>Confidentiality of Information</u>: The CONTRACTOR acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential pursuant to law. CONTRACTOR agrees that it shall comply with all applicable laws and regulations, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports or services provided in this Agreement, so long as the identity of the client remains confidential and all other requirements of law or regulation are met.

V. <u>Safety Data Sheets:</u> CONTRACTOR shall provide safety data sheets to COUNTY for all chemicals used during the cleaning process prior to beginning work.

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AGREEMENT BETWEEN LARAMIE COUNTY, WYOMING AND SERVPRO OF CHEYENNE

Signature Page

LARAMIE COUNTY, WYOMING		
By:Chairman, Laramie County Commissioners	Date _	
ATTEST:		
By: Laramie County Clerk	Date _	
CONTRACTOR: Docusigned by:		
By:	Date _	11/1/2022
This Agreement is effective the date of the last signature affixed to	this pa	ge.
REVIEWED AND APPROVED AS TO FORM ONLY:		
By:	Date _	11.2.22

ATTACHMENT A



Servpro of Cheyenne

P.O. Box 20632 Cheyenne, WY 82003 Office: (307) 514-9011 Fax: (307) 514-9012

Email: office@servprocheyenne.com

Tax ID: 47-2570603

Client:

Laramie County Sheriff Bio

Property:

1910 Pioneer Ave

Cheyenne, WY 82001

Operator:

RBURCHET

Estimator:

Ryan Burchett

Business:

3823 Cheyenne St Unit D

Cheyenne, WY 82001

Business:

(307) 514-9011

E-mail:

rburchett@servprocheyenne.

com

Type of Estimate:

Cleaning Services

Date Entered:

7/11/2022

Date Assigned:

Price List:

WYCH8X_JUL22

Labor Efficiency:

Restoration/Service/Remodel

Estimate:

LORI PALLAK

File Number:

Self-Pay

This estimate is the property of SERVPRO of Cheyenne and has been prepared for the exclusive use of our customer, the insurance agent, the insurance adjuster and insurance company. This estimate may not be distributed or copied without the expressed written permission of SERVPRO of Cheyenne.

PLEASE BE ADVISED:

Normal Business Hour Rates – The rates on "normal business hours" are applied during a standard 8-hour work day, Monday through Friday. 7:45 AM to 4:30 PM.

After Normal Business Hour Rates - The rates on "after normal business hours" will be applied if hours worked by personnel on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. Also, these rates apply if the call and response time is after the normal business hours: 4:30 PM to 7:45 AM.

This estimate was compiled during the Covid-19 Pandemic. Line items and components have been altered from the standard estimatic practices to address the need of Personal Protective Equipment, fluctuating labor rates, and the inefficiencies of producing work while taking additional precautions to mitigate the spread of COVID-19.



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Email: office@servprocheyenne.com

Tax ID: 47-2570603

LORI_PALLAK

Normal Business Hours

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Hazardous Waste/Mold Cleaning Technician - per hour - per technician	1.00 HR	0.00	82.25	0.00	82.25
2. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour- per Supervisor	1.00 HR	0.00	90.25	0.00	90.25
3. Add for personal protective equipment (hazardous cleanup) - per technician	1.00 EA	0.00	12.86	0.64	13.50
4. Personal protective gloves - Disposable (per pair) - per technician	1.00 EA	0.00	0.32	0.02	0.34
5. Respirator - Full face - multi- purpose resp. (per day) - per technician	1.00 DA	0.00	7.61	0.00	7.61
Respirator cartridge - HEPA only (per pair) - per technician	1.00 EA	0.00	18.03	0.90	18.93
7. Towels - per Dozen	1.00 EA	0.00	11.77	0.24	12.01
8. Botanical Disinfectant (Benefect) - per gallon	1.00 EA	0.00	91.84	1.88	93.72
9. Servpro Chemicals -General Cleaners - per gallon	1.00 EA	0.00	42.85	0.88	43.73
10. Cotton Mop Head - each	1.00 EA	0.00	17.76	0.36	18.12
11. Plastic bag - used for disposal of contaminated items	1.00 EA	0.00	3.10	0.16	3.26
12. Disinfect building - fog / spray - per SF	108.00 SF	0.00	0.55	0.22	59.62
Totals: Normal Business Hours				5.30	443.34
Line Item Totals: LORI_PALLAK				5.30	443.34

LORI_PALLAK

7/12/2022



P.O. Box 20632 Cheyenne, WY 82003 Office: (307) 514-9011 Fax: (307) 514-9012

Email: office@servprocheyenne.com Tax ID: 47-2570603

Summary for Dwelling

Line Item Total		438.04
Material Sales Tax		5.30
Replacement Cost Value		\$443.34
Net Claim		\$443.34
	Ryan Burchett	



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Recap of Taxes

	Material Sales Tax (5%)	Manuf. Home Tax (5%)	Storage Rental Tax (5%)
Line Items	5.30	0.00	0.00
Total	5.30	0.00	0.00

LORI_PALLAK



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Tax ID: 47-2570603

Recap by Room

Estimate: LORI_PALLAK Normal Business Hours	438.04	100.00%
Subtotal of Areas	438.04	100.00%
Total	438.04	100.00%



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Recap by Category

Items	Total	%
HAZARDOUS MATERIAL REMEDIATION	438.04	98.80%
Subtotal	438.04	98.80%
Material Sales Tax	5.30	1.20%
Total	443.34	100.00%

ATTACHMENT B



Servpro of Cheyenne

P.O. Box 20632 Cheyenne, WY 82003 Office: (307) 514-9011 Fax: (307) 514-9012

Email: office@servprochevenne.com

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Laramie County Sheriff Bio

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RBURCHET

Estimator:

Ryan Burchett

Business:

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Cheyenne, WY 82001

Emai

Business: (307) 514-9011

3823 Cheyenne St Of

E-mail:

rburchett@servprocheyenne.

com

Type of Estimate:

Cleaning Services

Date Entered:

7/11/2022

Date Assigned:

Price List:

WYCH8X JUL22

Labor Efficiency:

Restoration/Service/Remodel

Estimate:

LORI PALLAK EMS

File Number:

Self-Pay

This estimate is the property of SERVPRO of Cheyenne and has been prepared for the exclusive use of our customer, the insurance agent, the insurance adjuster and insurance company. This estimate may not be distributed or copied without the expressed written permission of SERVPRO of Cheyenne.

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This estimate was compiled during the Covid-19 Pandemic. Line items and components have been altered from the standard estimatic practices to address the need of Personal Protective Equipment, fluctuating labor rates, and the inefficiencies of producing work while taking additional precautions to mitigate the spread of COVID-19.



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LORI_PALLAK_EMS

After Normal Business Hours

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Emergency service call - after business hours	1.00 EA	0.00	289.00	0.00	289.00
2. Hazardous Waste/Mold Cleaning Technician - after hours - per technician	1.00 HR	0.00	123.50	0.00	123.50
3. Hazardous Waste/Mold Cleaning- Supervisory/Admin- after hr - per Supervisor	1.00 HR	0.00	135.52	0.00	135.52
4. Add for personal protective equipment (hazardous cleanup) - per technician	1.00 EA	0.00	12.86	0.64	13.50
5. Personal protective gloves - Disposable (per pair) - per technician	1.00 EA	0.00	0.32	0.02	0.34
6. Respirator - Full face - multi- purpose resp. (per day) - per technician	1.00 DA	0.00	7.61	0.00	7.61
7. Respirator cartridge - HEPA only (per pair) - per technician	1.00 EA	0.00	18.03	0.90	18.93
8. Towels - per Dozen	1.00 EA	0.00	11.77	0.24	12.01
9. Botanical Disinfectant (Benefect) - per gallon	1.00 EA	0.00	91.84	1.88	93.72
 Servpro Chemicals -General Cleaners - per gallon 	1.00 EA	0.00	42.85	0.88	43.73
11. Cotton Mop Head - each	1.00 EA	0.00	17.76	0.36	18.12
12. Plastic bag - used for disposal of contaminated items	1.00 EA	0.00	3.10	0.16	3.26
13. Disinfect building - fog / spray - per SF	108.00 SF	0.00	0.55	0.22	59.62
Totals: After Normal Business Hours				5.30	818.86
Line Item Totals: LORI_PALLAK_EN	1S			5.30	818.86



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Email: office@servprocheyenne.com Tax ID: 47-2570603

Summary for Dwelling

Line Item Total Material Sales Tax		813.56 5.30
Replacement Cost Value Net Claim		\$818.86 \$818.86
	Ryan Burchett	_



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Email: office@servprocheyenne.com Tax ID: 47-2570603

Recap of Taxes

	Material Sales Tax (5%)	Manuf. Home Tax (5%)	Storage Rental Tax (5%)
Line Items	5.30	0.00	0.00
Total	5.30	0.00	0.00

LORI_PALLAK_EMS



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Email: office@servprocheyenne.com Tax ID: 47-2570603

Recap by Room

Estimate: LORI_PALLAK_EMS After Normal Business Hours	813.56	100.00%
Subtotal of Areas	813.56	100.00%
Total	813.56	100.00%



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Email: office@servprocheyenne.com

Tax ID: 47-2570603

Recap by Category

Items	Total	%
HAZARDOUS MATERIAL REMEDIATION	813.56	99.35%
Subtotal	813.56	99.35%
Material Sales Tax	5.30	0.65%
Total	818.86	100.00%