

ATRIUM FOOD AND BEVERAGE SERVICES AGREEMENT
between
LARAMIE COUNTY, WYOMING and THE CROOKED CUP

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 W. 19th St., Suite 300, Cheyenne, Wyoming 82001 (“COUNTY”), and The Crooked Cup, 1611 Carey Ave., Cheyenne, Wyoming (“CONTRACTOR”). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to allow for the placement and operation of a food and beverage service in the Atrium of the Laramie County Government Complex.

II. TERM

This Agreement shall commence on the date executed by all parties and shall remain in full force and effect until June 30, 2023, unless terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

A. COUNTY shall permit CONTRACTOR to place and operate a business, serving food and beverages for sale, in the Atrium of the Laramie County Government Complex, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Hours of operation may be limited or curtailed at the complete discretion of COUNTY.

B. COUNTY shall provide storage space for CONTRACTOR in a location determined by the Laramie County Maintenance Director (hereinafter “Director”).

C. Nothing in this agreement shall be construed as a guarantee or commitment to any particular installation, modification or addition for the benefit of CONTRACTOR.

C. Supervision, liaison with County government and direction of operations of the business subject of this Agreement is delegated to the Director of Laramie County Maintenance Department (hereinafter "Director") Said delegation includes as indicated herein, the enforcement of the terms and conditions in this Agreement.

D. The Director shall have authority to review and approve, modify, direct or deny any modifications and or changes to any utility services or any other modifications or additions to structures or services in the Atrium for CONTRACTOR’s operations. The Director shall have final approval over all work and contractors hired for any work. Any contractor hired for any modifications by CONTRACTOR shall enter into an agreement with COUNTY, subject to the approval of COUNTY for the work to be performed.

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR acknowledges that the operation of the food and beverage sales is a service to County employees and members of the public utilizing the Laramie County Government Complex. CONTRACTOR agrees to be open for such sales and service from 8:00 a.m. through 2:00 p.m., Monday through Friday, excluding holidays, except in extraordinary circumstances. CONTRACTOR may continue operations past 2:00 p.m. if business demand indicates a benefit in so doing. In the event CONTRACTOR cannot operate during the hours noted, a sign shall be posted in a conspicuous location within the business area noting the anticipated hours of operation.

B. CONTRACTOR shall maintain and operate the food and beverage sales operation in accord with all applicable regulations, state, local and federal including, but not limited, to all applicable health and hygiene regulations or ordinances. A failure to conform to the requirements of this provision may result in the immediate termination, at the discretion of the Director, of this Agreement.

C. CONTRACTOR shall obtain and maintain required licenses for food service through the Cheyenne Laramie County Health Department or any other applicable agency, and maintain compliance with all applicable regulations including but not limited to, food service, preparation, storage, health and safety requirements. Failure to conform to the requirements of this subsection may result in the immediate termination, at the discretion of the Director, of this Agreement.

D. CONTRACTOR Will be responsible for operational costs including supplies, materials and normal maintenance of the equipment required to deliver food and beverage services.

E. CONTRACTOR shall maintain, through cleaning and upkeep, the areas of the Laramie County Government Complex used in the operation of the food and beverage service in a manner consistent with and in accord with the directions of the Director as well as any regulatory or legal requirements for hygiene and food service. CONTRACTOR shall, on a daily basis, dispose of all trash in the trash receptacle/dumpster located outside the Complex. A failure to conform to the requirements of this subsection may result in the immediate termination, at the discretion of the Director, of this Agreement. CONTRACTOR shall comply with all reasonable requests of the Director regarding operations, including but not limited to removing exterior signage when closing for the day and upkeep of storage areas.

D. CONTRACTOR understands, agrees and warrants that nothing in this Agreement operates as a continuing license or agreement for CONTRACTOR to continue providing food and beverage services in any COUNTY building or property except as specified. In addition, CONTRACTOR acknowledges that nothing in this Agreement prevents COUNTY from seeking or employing the services of other providers for the same or similar services.

E. CONTRACTOR understands and agrees that should any modifications or additions to the County Building be required or requested by CONTRACTOR, said modifications or additions shall be performed at the expense of the CONTRACTOR, and with the approval of the Director as set forth in Section III D, above.

F. CONTRACTOR shall pay COUNTY the sum of one hundred fifty dollars (\$150.00) per month, on or before the first of each month, from the commencement of this

Agreement, as a fee to operate the food and beverage sales operation in the Laramie County Government Complex Atrium.

G. **CONTRACTOR** agrees to retain all required records for three (3) years after termination of this Agreement 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.

V. GENERAL PROVISIONS

A. **Independent Contractor**: 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. **Acceptance Not Waiver**: **COUNTY** approval of the reports, work and/or services furnished hereunder shall not in any way relieve **CONTRACTOR** of responsibility for compliance with this Agreement or any applicable law, ordinance or regulation. **COUNTY** approval or acceptance of 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.

C. **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; or (c) upon mutual written agreement by both parties.

D. **Entire Agreement**: This Agreement (5 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. **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.

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

G. **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 that the provisions of this Agreement are fully severable.

H. 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. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: 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.

J. 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.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to 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.

L. 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.

M. 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 or services performed by or on behalf of CONTRACTOR in the performance of this Agreement.

1) CONTRACTOR shall maintain insurance as approved by the Laramie Risk Management Department and provide proof of such insurance *before commencing* any operations pursuant to this Agreement.

2) CONTRACTOR further warrants and agrees to notify COUNTY in the event of any termination or modification to said insurance coverage and to immediately notify COUNTY of any claim or knowledge of potential claim related to or in connection with to the work, services or other actions, performed by or on behalf of CONTRACTOR in the performance of this Agreement.

O. 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 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. 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.


R. 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.

VI. SIGNATURES

LARAMIE COUNTY, WYOMING

By:  _____ Date 1-31-22
Chairman, Laramie County Commissioners


ATTEST:

By:  _____ Date 1-31-22
Debra Lee, Laramie County Clerk

CONTRACTOR: The Crooked Cup

By:  _____ Date 1/24/2022
Eloy Martinez

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 1/18/22
Laramie County Attorney's Office