



Board of County Commissioners - Staff Report

Meeting Date: March 6, 2018

Presenter: Paul Cote

Submitting Dept.: Facilities Maintenance

Subject: Award of amended contract to C&A Cleaning

Statement / Purpose:

To approve and award an amended contract to Contract for Janitorial Services at the Sheriff's Detention Center Offices, Teton County Emergency Operations Center, and the Road & Levee Offices.

Background / Description (Pros & Cons):

A contract for janitorial services was approved by the BCC at its January 16, 2018 meeting. Subsequent to that, C&A Cleaning asked for clarification of some clauses and a return to the contract period as advertised in the Request for Proposal.

Stakeholder Analysis & Involvement:

No impact

Fiscal Impact:

No impact

Staff Impact:

Contract will need to be rebid for January 2019

Legal Review:

Gingery

Staff Input / Recommendation:

Staff recommends that the BCC approve the awarding of the amended contract.

Attachments:

- Amended contract

Suggested Motion:

I move to approve the awarding of the amended contract to C&A Cleaners.

CONTRACT

Cleaning Contract for Teton County Sheriff's Detention Center Offices, Teton County Emergency Operations Center, and the Road/Levee Offices

This Agreement for Services ("Agreement") is entered into this 1st day of January, 2018, (hereinafter referred to as the effective date of the Agreement) by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as **County**) and C&A Cleaning Professional Cleaning, LLC, P.O. Box 7472, Jackson, WY 83002 (hereinafter referred to as **Contractor**).

Witnesseth

WHEREAS, the County desires to hire a contractor to clean and provide janitorial services for the following county offices: Teton County Detention Center Offices, Teton County Emergency Operations Center, and the Teton County Road/Levee Offices; and

WHEREAS, Contractor has skill and experience in providing janitorial services; and

WHEREAS, the County desires to hire Contractor and Contractor desires to provide services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide janitorial services for the following buildings and offices as per the scope of work attached hereto as **Exhibit A**:

Teton County Detention Center Offices
Teton County Emergency Operations Center
Teton County Road/Levee Offices

Article 2. Compensation and Payment

The County agrees to pay Contractor, as full compensation for all services provided hereunder, not to exceed, Two Thousand Nine Hundred Ninety Five and 20/100(**\$2,995.20**) **per month**. Contractor shall present an appropriate voucher to the Clerk of Teton County every month.

The amount of compensation shall not vary as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time.

Work requested by County beyond the scope of work described herein shall be compensated on a time & materials rate. The labor rate for T&M work shall be \$30.00/hr with a minimum call-out fee of \$60.00.

The County may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this contract in order to audit and verify the aforesaid charges.

Article 3. Term and Termination Without Cause

The terms of this Agreement shall commence on the effective date of this Agreement and shall expire **December 31, 2018**. Contractor or County may terminate this agreement at any time with or without cause by giving thirty (30) days written notice to the other its intent to terminate this Agreement; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. The provisions of Article 7 shall survive termination or expiration hereof.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the work that is agreed to be performed in accordance with this Agreement, **excepted that where an existing arrangement is in place, it shall continue through the end of this contract.** (Keith – there is a central vac system at the Jail that TC provides and maintains as well as a portable vac that was purchased by TC for use by C&A)

Per Article 18 of Attachment A, "Scope of Work", "Paper supplies will be ordered by the Contractor through County approved vendors and will be received and paid for by Teton County." "Paper supplies" includes all stock and replenishable items (hand soaps, i.e.).

Article 5. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation,

vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the County shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 7. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and

enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both Parties hereto. As such, this Agreement shall not be construed against or in favor of any Party by virtue of which party drafted the Agreement or any portion thereof.

G. Dispute Resolution

In the event of a dispute arising under the terms of this Agreement the Parties shall, prior to resort to the Courts, enter into good faith efforts to mediate their differences. The Parties shall jointly select a disinterested third party to act as a mediator to facilitate the resolution of their dispute. In the event the Parties are unable to jointly decide on a mediator, they shall each select an impartial representative, the two of whom shall decide on the mediator. The mediator shall, within ninety (90) days, conduct a hearing on the matter, and submit his or her findings and conclusions to the Parties. The provisions of W.S. §§ 1-43-101 through 1-43-104 shall apply to the mediation process. Each of the Parties shall share equally in the cost of the mediator, but shall otherwise each bear their own costs in the mediation process.

H. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

I. Indemnity

Contractor agrees to indemnify and hold County, their officers, agent and employees harmless from any and all claims, damages, costs, liability or expenses (including attorney's fees) arising out of the performance of the Scope of Work as set forth in this Agreement.

J. Declaration by Independent Contractor

The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

K. Third Party Beneficiary

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.

L. Governmental Immunity

County does not waive their governmental immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

M. Ethics and Standards

Consultant shall conform to all federal, state, local and applicable laws and regulations, and to the highest business ethics in performing its obligations in accordance with the terms of this Agreement.

N. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Article 8. Notice

For purposes of this Agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses until or unless changed by one Party giving written notice of such change of address to the other Party:

Teton County
ATTN: Lauren Long
P.O. Box 1727
Jackson, WY 83001

C&A Professional Cleaning, LLC
ATTN: Del Martin
P.O. Box 7472
Jackson, WY 83002

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the Parties have executed this Agreement on this ____ day of _____, 2018.

TETON COUNTY, STATE OF WYOMING

Mark Newcomb, Chairman
Board of Teton County Commissioners

Attest:

Sherry Daigle, Teton County Clerk

C&A Professional Cleaning, LLC

Del Martin