

**Planning Services Agreement  
Laramie County, Wyoming/AVI Professional Corp.**

This Agreement is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming, 82003-0608 (COUNTY), for the benefit of the Laramie County Public Works Department and the Laramie County Planning Department, and AVI Professional Corp., 1103 Old Town Lane, Suite 101, Cheyenne, Wyoming 82009 (CONTRACTOR.).

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto:

1. CONTRACTOR shall provide Planning services utilized by COUNTY during the period of the operation of this agreement under the supervision of, and at the direction of, the Laramie County Director of Public Works or his designee. By signature below, CONTRACTOR agrees that nothing in this clause operates to provide an exclusive right to CONTRACTOR to provide Planning 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 engineering work.

2. CONTRACTOR will perform services at the request and discretion of the Laramie County Public Works Director or his designee.

3. CONTRACTOR will provide a Planning Director, Planner and Associate planner to handle the day-to-day operations of the Laramie County Planning Department. Contractor's appropriate representative would attend all County planning functions needed for the Planning Commission and County Commissioners meetings. Contractor will provide appropriate input on all planning projects/floodplain permit/grading permits and construction permits. All necessary operations of the Planning Department will be processed through to completion. Contractor will also participate in the planning and process of long-range planning items, such as changes to regulations or plans and, as requested, will provide backup for building department front counter staff.

4. CONTRACTOR will supervise employees and conduct operations in the Planning section of the Planning Department, at the direction of and under the supervision of the Director of Public Works or his designee. In the event said employees are Laramie County employees rather than employees or agents of CONTRACTOR, all aspects of Laramie County personnel policy will apply to them and aside from direction in operations of the Planning Department, the Director of Public Works or his designee will be the supervisor with authority over these employees.

5. CONTRACTOR agrees that its primary representative in providing Planning services shall provide a minimum of 20 hours per week to be scheduled by agreement with the Director of Public works. With the consent and permission of the Director of Public Works, CONTRACTOR may use or employ individuals to perform planning services in accord with the requirements of this agreement or the direction of the County. In the event that employees of CONTRACTOR are used, they shall be fully informed in writing that they are not Laramie County employees and are therefore not entitled to any Laramie County employee benefits. Laramie County retains the right under this agreement to not accept or reject any particular employee of CONTRACTOR.

6. In the event that CONTRACTOR wishes to replace or remove the individual serving as planning director or, during the period of this contract, CONTRACTOR agrees to provide a minimum of 60 days notice, in writing, to COUNTY of any such anticipated change in personnel.

7. COUNTY may, during the course of this agreement, request modifications or changes in the scope of services to be performed hereunder. COUNTY may also, upon notice to

CONTRACTOR, and without consent of CONTRACTOR, elect to delete any task provided for in Attachment A or herein. If work has been initiated on the task deleted, CONTRACTOR shall be entitled to compensation for any satisfactory work completed prior to deletion. Changes requiring mutual consent shall be in writing as an amendment hereto executed by COUNTY and CONTRACTOR.

8. Execution of this Agreement, shall revoke and render without force and effect any prior agreement regarding the provision of planning services between CONTRACTOR and COUNTY

9. This Agreement shall be effective from the date of the last signature affixed hereto and remain in full force and effect, unless terminated in accord with the provisions herein, until June 30, 2023.

10. Payment for CONTRACTOR'S services will be made in accordance with Wyo. Stat. § 16-6-602 (2015) upon presentation of an itemized invoice to the Laramie County Clerk. Each invoice will be reviewed and approved by the Director of Public Works or the Director of Planning and in amounts in accord with "Attachment A" to this agreement attached hereto and incorporated by reference. CONTRACTOR shall provide to the COUNTY a detailed billing outlining hours and expenditures related to specific services rendered by the CONTRACTOR.

## 9. 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. Neither CONTRACTOR nor its agents or employees are 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, 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.

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) and Attachment 'A' (1 page) represent 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.

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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. Application 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.

I. Contingencies and Conflicts: 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. Additionally, CONTRACTOR certifies and warrants that shall examine all of its activities in the provision of planning services for potential conflicts of interest. In the event such a conflict is determined to exist, CONTRACTOR shall advise the Director of Public Works of this matter and separate arrangements will be made for any services required in regard to individuals or entities who constitute said conflict. CONTRACTOR further agrees and understands that the provision of governmental services must take place in an environment in which citizens can be assured of the absence of any bias or conflict of interest. CONTRACTOR therefore agrees to advise the Director of Public Works in the event that such a conflict is claimed to exist by any individual or entity or if the appearance of a conflict of interest could be reasonably perceived to exist. The Director shall have sole discretion to determine whether CONTRACTOR should recuse themselves from further planning services in any event.

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 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.

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 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.

N. 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.

O. 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.

P. 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.

Q. 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.

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.

S. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Signature Page

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Gunnar Malm,  
Chairman, Laramie County Commissioners

Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Debra Lee, Laramie County Clerk

Date \_\_\_\_\_

AVI Professional Corp.

By: Bruce Emmes  
Title: Secretary of AVI

Date 5-26-2020

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mark Voss, Laramie County Attorney

Date 6/9/2020

Attachment A



**AVI Professional Corporation**  
**Laramie County Planning Billing Rates**

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July 1, 2020 through June 30, 2021

Certified Senior Planner	\$110.00 per hour**
Planner	\$ 75.00 per hour**
Planning Tech	\$ 60.00 per hour**
Bookkeeping/Clerical	\$ 52.00 per hour**

\*\* Same Rate as 2019 – 2020 Contract

July 1, 2021 through June 30, 2022

Certified Senior Planner	\$115.00 per hour
Planner	\$ 80.00 per hour
Planning Tech	\$ 65.00 per hour
Bookkeeping/Clerical	\$ 60.00 per hour

July 1, 2022 through June 30, 2023

Certified Senior Planner	\$118.00 per hour
Planner	\$ 85.00 per hour
Planning Tech	\$ 70.00 per hour
Bookkeeping/Clerical	\$ 63.00 per hour