

**AGREEMENT TO PROVIDE PLANNING SERVICES FOR LARAMIE COUNTY
PUBLIC WORKS FOR THE SOUTH CHILD'S DRAW BASIN DRAINAGE MASTER
PLAN
BETWEEN
LARAMIE COUNTY, WYOMING AND GLM DESIGN GROUP**

This Agreement (hereinafter Agreement) is made and entered into by and between Laramie County, Wyoming, 309 W. 20th Street, Cheyenne, Wyoming, 82003 ("COUNTY") and GLM Design Group, P.O. Box 20505, Cheyenne, WY 82003 ("CONSULTANT"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide planning services to Laramie County, Wyoming in connection with the creation of the South Child's Draw Basin Drainage Master Plan.

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 force until completely performed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONSULTANT a sum not exceeding \$265,000.00, unless otherwise negotiated by both parties. Payment will be made upon receipt of the CONSULTANT's invoice to the COUNTY in accordance with the CONSULTANTS payment schedule. No payment shall be made before the last signature is affixed to this Agreement. Payment shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall provide and complete the services described in Attachment A, Proposal for: South Child's Draw Basin Drainage Master Plan, and Attachment B, Scope of Work and Deliverables, attached hereto and fully incorporated herein.
- B. CONSUTLANT 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. CONSULTANT agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this specific Agreement for purposes including but not limited to: audit, examination, excerpts, and transcriptions. It is agreed and understood that finished or unfinished documents, data or reports, prepared by the CONSULTANT under this contract shall be

considered the property of the COUNTY and upon completion of the services performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

- C. If the CONSULTANT uses any maps, coverages, images, or other digital data created by the Cheyenne/Laramie County Cooperative Geographic Information System (CLCCGIS) for the project, the CONSULTANT agrees to return or destroy that information once the project is complete. CONSULTANT agrees not to reuse or sell the GIS maps or data, which were provided as a professional courtesy and to minimize the costs of the project.
- D. CONSULTANT agrees to comply with all applicable federal and state statutes and regulations as well as local ordinances.

VI. GENERAL PROVISIONS

1. Independent CONSULTANT: The services to be performed by CONSULTANT are those of an independent CONSULTANT and not as an employee of COUNTY. CONSULTANT is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONSULTANT 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. CONSULTANT is free to perform the same or similar services for others.
2. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONSULTANT 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.
3. 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.
4. Entire Agreement: This Agreement (7 pages), Attachment A (RFP) (17 pages), Attachment B (Proposal) (46 pages) and Attachment C (Grant Award Agreement with Homeland Security) (10 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

5. 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.
6. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
7. 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.
8. 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 the CONSULTANT and to the COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement.
9. Contingencies: The CONSULTANT 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.
10. Non-Discrimination: The CONSULTANT shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations, thereto and shall not discriminate against any individual on the grounds of age, sex, color, races, religions, national origin, or disability in connection with the performance under this Agreement.
11. 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.
12. 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.

13. Indemnification: To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands, and expenses to the extent they are caused by the CONSULTANT'S negligence, errors or omissions in connection with work performed by or on behalf of CONSULTANT for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONSULTANT shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
14. 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.
15. Conflict of Interest: COUNTY and CONSULTANT affirm, to their knowledge, no CONSULTANT employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONSULTANT, 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.
16. 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.
17. Limitation on Payment: The 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 CONSULTANT the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONSULTANT 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 the COUNTY in the event this provision is exercised, and the 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.

18. 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.
19. Compliance with Law: CONSULTANT shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
20. Assumption of Risk: The CONSULTANT shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state and federal requirements. Laramie County shall notify CONSULTANT of any state or federal determination of noncompliance.
21. Environmental Policy Acts: The CONSULTANT agrees with all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environment protection laws, rules or regulations.
22. Human Trafficking: As required by 22 U.S.C. 7104 (g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity receives funds under this Agreement:
 - a. Engages in severe forms of trafficking in persons during the period of time that this award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award of subawards under this contract.
23. Kickbacks: The CONSULTANT certifies and warrants that no gratuities, kickbacks, 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. If the CONSULTANT breaches or violates this warranty, COUNTY may, at its discretion, terminate this Agreement without liability to COUNTY, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
24. Limitations on Lobbying Activities: By signing this Agreement, the CONSULTANT certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the CONSULTANT or its SUBCONSULTANTS in connection with lobbying Congressmen, or any other

federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

25. Monitoring Activities: The COUNTY shall have the right to monitor all activities related to his Agreement that are performed by the CONSULTANT or its sub-CONSULTANTS. This shall include, but not limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.
26. Professional Registration: The CONSULTANT shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.
27. Suspension and Debarment: By signing this Agreement, the CONSULTANT certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or no-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list. Further, the CONSULTANT agrees to notify COUNTY by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONSULTANT: GLM Design Group

By:  Date 12/22/20
Name: _____
Title: _____

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 12/28/2020
County Attorney's Office