AGREEMENT BETWEEN THE COUNTY OF SHERIDAN, WYOMING, AND MORRISON-MAIERLE INC. FOR PROFESSIONAL SERVICES

1. **PARTIES**

The parties to this Agreement are The County of Sheridan, a political subdivision of the State of Wyoming, (“County”), and Morrison-Maierle, Inc. (hereinafter “Contractor”).

1. **PURPOSE**

The purpose of this Agreement is to secure professional services more particularly described as follows:

* 1. PROFESSIONAL SERVICES FOR THE DESIGN OF BROOKS STREET GREENSPACE PROJECT.

1. **TERM**

This Agreement is for a term of 1 year commencing July 15th, 2021 and ending June 15th, 2022 inclusive, unless sooner terminated or modified in accordance with the provisions herein.

1. **RESPONSIBILITIES OF COUNTY**
   1. County agrees to pay Contractor for services completed and invoiced. Total of invoiced work shall have a **Cost-Not-to-Exceed Amount of $XXXXX, unless executed Contract Amendments modify the Cost-Not-to-Exceed Amount.**
   2. Contractor Invoices are due and payable upon receipt by County. Amounts unpaid 30 days after receipt shall bear interest from the date of receipt by County at the rate of 1% per month, or in the absence thereof, at the legal rate prevailing in Wyoming.
   3. Provide a Project Manager acting for the County to attend meetings and provide direction and decisions on behalf of the County.
2. **RESPONSIBILITIES OF CONTRACTOR**
   1. Contractor shall provide the following professional services for the project as outlined in the Scope of Work and Fee Schedule attached.
   2. Services shall be performed in a manner consistent with professional skill and care.
   3. All services and deliverables shall be in accordance to Wyoming Statutes and other applicable Local, State, and Federal regulations.
3. **TERMINATION**
   1. This Agreement may be terminated:
      1. by either party at any time if the other party breaches this Agreement; or
      2. upon mutual written agreement by the parties.
4. **GENERAL PROVISIONS**
5. AMENDMENTS. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
6. AMERICANS WITH DISABILITIES ACT (ADA). Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
7. APPLICABLE LAW/VENUE. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.
8. ASSIGNMENT/CONTRACT NOT USED AS COLLATERAL. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of County.
9. NONWAIVER. Any waiver by County of any breach of any covenant herein to be kept and performed by Contractor shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
10. ASSIGNMENT. This Agreement is not assignable without the prior written consent of the parties.
11. EFFECT OF TERMINATION. All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
12. MONITOR ACTIVITIES. County shall have the right to monitor all Agreement related activities of the Contractor. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor and Contractor personnel in every phase of performance of contract related work.
13. NOTICES. All notices arising out of the provisions of this Agreement shall be in writing and given to the parties at the addresses provided in this Agreement, either by regular mail, or delivery in person and shall be deemed given upon the date of mailing or delivery.
14. COMPLIANCE WITH LAWS. Contractor shall keep informed of and comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.
15. ETHICS. Contractor shall keep informed and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement and any and all ethical standards governing Contractor’s profession.
16. 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 negligently performed by or on behalf of Contractor for County except to the extent liability is caused by the 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.
17. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
18. NO THIRD PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
19. INDEPENDENCE OF AGREEMENT. Contractor is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.
20. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
21. AVAILABILITY OF FUNDS. The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from any governmental source. If funds are not allocated and available as needed for the parties to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.
22. FORCE MAJEURE. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
23. AGREEMENT CONSTRUCTION. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.
24. ATTORNEY’S FEES. In the event this Agreement is placed in the hands of an attorney for collection or enforcement of this Agreement, the breaching party shall pay reasonable attorney’s fees for services rendered in that regard.
25. SEVERABILITY. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, that portion shall not affect the enforceability of the remaining provisions of this Agreement and the parties may renegotiate the terms affected by the severance.
26. TAXES. Contractor shall pay all taxes and other such amounts required by federal, state and local law, including, but not limited to, federal and social security taxes, workers’ compensation, unemployment insurance and sales taxes.
27. CONTINGENCIES. Contractor certifies that no gratuities, kick-backs or contingency fess were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of the Agreement.
28. CONFLICT OF INTEREST. Contractor affirms that to its knowledge, no Contractor employee has any personal beneficial interest whatsoever in this Agreement. 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 under this Agreement.
29. ENTIRE AGREEMENT. This \_\_\_5\_\_\_ page document plus the \_\_\_\_1\_\_\_ attachment listed below constitute the entire agreement of the parties, superseding all previous agreement between the parties.

\_\_SCOPE OF WORK & FEE SCHEDULE, - BROOKS STREET GREENSPACE PROJECT.

1. **SIGNATURES**

By signing below, the parties agree to the above-terms. Additionally, any person signing certifies he or she has the authority to bind his or her respective party to this Agreement.

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| **BOARD OF COUNTY COMMISSIONERS,**  **SHERIDAN COUNTY WYOMING**  224 S. Main Street, Suite B1  Sheridan, Wyoming 82801 |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Nick Siddle, Chairman Date  ATTEST:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  County Clerk Date |  |
|  |  |
| **Morrison-Maierle, Inc.**  **1470 Sugarland Drive, Suite 1**  **Sheridan, Wyoming 82801** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: Date  ATTEST:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: Date |