

# **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 11th day of February, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "City", and Strike Consulting Group LLC, whose address is 205 S 3<sup>rd</sup> St., Lander, WY 82520, hereinafter referred to as "Contractor".

## **RECITALS**

WHEREAS, the City desires to hire the Contractor, as an independent contractor, to complete and provide services as described herein at such times and in such a manner as is required; and,

WHEREAS, the Contractor agrees to perform the services described herein upon the terms and conditions set forth in this Agreement.

## **TERMS AND CONDITIONS**

**IN CONSIDERATION** of the mutual covenants and promises set forth herein, it is agreed by and between the City and the Contractor as follows:

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **SCOPE OF WORK.** The Contractor shall provide the services as detailed as a Task Order Scope of Work in Exhibit A.
3. **COMPENSATION.** In consideration of the Contractor providing the Scope of Work detailed in Exhibit A, the City agrees to pay to the Contractor \$500,000.00 on a time and materials basis for the Scope of Work Tasks 1 – 7.:  
Invoices must be submitted by the 25<sup>th</sup> of the month in order to be processed for payment at the next regularly scheduled City Council meeting which occurs on the second Tuesday of each month.
4. **RELATIONSHIP BETWEEN PARTIES.** Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers' compensation or unemployment insurance. The Contractor shall pay all

of their own taxes on compensation paid to the Contractor pursuant to this Agreement.

5. LIABILITY. The work to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor agrees to indemnify the City for any and all liability or loss arising in any way out of the performance of this Agreement by Contractor.
6. INSURANCE. Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City's reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.
7. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
8. DURATION. This Agreement shall commence on the 11th day of February, 2025. This Agreement shall continue in full force and effect until the 31st day of December 2026. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
9. WORK SCHEDULE REQUIREMENTS. Services shall be provided and completed within a reasonable time or as specified in the Scope of Work. The City shall be notified in writing of any damage, accidents, or other related incidents that occur during the time services are provided.
10. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES. Unless otherwise agreed to herein, the Contractor shall be required to furnish any and all labor, subcontractor services, supplies, tools, and equipment to complete the work described in this contract.
11. SUBCONTRACTORS. In the event the Contractor is required or desires to retain subcontractors, the Contractor shall be solely responsible for any and all services and payment of said Subcontractors. Additionally, the Contractor shall indemnify and hold the City harmless from any current or future claims from a Subcontractor against the Contractor.

**Commented [AS1]:** This would allow time to get through Tasks 1-7, but would require amendment to add tasks 8 - 10 once funding is acquired.

12. **SAFETY.** The Contractor shall use all necessary precautions for the control and safety of their personnel who are present or working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
13. **PROTECTION AND DAMAGE.** The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.
14. **TERMS TO BE EXCLUSIVE.** The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
15. **WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Wyoming.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF LANDER,  
a Municipality

BY: \_\_\_\_\_  
MONTE RICHARDSON, Mayor

ATTEST:

\_\_\_\_\_  
RACHELLE FONTAINE, City Clerk

CONTRACTOR:

BY: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
PRINT NAME