

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on this 1st day of March, 2015 by and between the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter CITY, of 201 East Fifth Street, Gillette, Wyoming 82716 and AVP Consulting, LLC, a Wyoming limited liability company whose address is 1690 Wolff Road, Gillette, Wyoming 82718, hereinafter AVP. Within the context of this Agreement, the term AVP shall include its principals, agents, employees, and representatives. The CITY and AVP may be referred collectively herein as the PARTIES.

WHEREAS, the Principal of AVP, Wayne C. Lindgren, is a former employee of the City of Gillette who previously assisted the CITY with the work further detailed herein, and

WHEREAS, the PARTIES seek to enter into an agreement whereby AVP would perform consulting and other professional services to the CITY as requested by the CITY;

NOW THEREFORE, the PARTIES stipulate and agree as follows:

1. **SCOPE OF WORK.** The Scope of Work will consist of but is not limited to: provide research, analysis, advice, and opinions culminating in a signed written report with regard to issues of pricing of electrical services, peaking power analysis, integration of the Southern Industrial District within the City of Gillette wholesale portfolio, and other similar consulting duties as requested and assigned by CITY. AVP acknowledges that it is to receive its direction to perform work from the Utilities Director of the City of Gillette or his or her designee. The PARTIES shall be free to expand the Scope of Work upon written agreement of the PARTIES.

2. **TERM.** This Agreement shall be in effect for a period of one (1) year from the date of the execution thereof. The Agreement may be renewed and continue for additional one (1) years terms upon the written agreement of the PARTIES.

3. **CONSIDERATION.** For all services requested by CITY, CITY shall pay AVP the rate of one hundred fifteen dollars (\$115.00) per hour for each hour spent performing research, analysis, advice or rendering opinions as requested by the CITY. AVP shall be responsible for all overhead, materials, costs, supplies, insurance, expenses and taxes arising from the hourly rate, unless otherwise specifically agreed in advance in writing.

In the event AVP is required to travel at the request of the CITY, travel shall be compensated at the rate of fifty dollars (\$50.00) per hour for actual time in travel. Compensation shall not be paid for periods of time spent awaiting departure, travel to and from any airport, lay-over time, time spent at meals, times spent at hotels or other times when AVP is not actively in travel or performing specific services for CITY. The term "travel" shall not include any commuting to any location within one half-hour drive from or within the City of Gillette, Wyoming.

CITY shall reimburse any travel costs associated with travel outside of the area of travel defined herein and shall reimburse such travel costs to include a ten percent (10%) surcharge which shall be likewise invoiced and billed to CITY. This ten percent (10%) surcharge shall apply to all charges for meals, rental cars, hotel rooms and airline travel. AVP shall provide copies of all

invoices, billing statements, credit card charges and/or receipts as may be requested by CITY to document the reasonable charges for meals, rental cars, hotel rooms and airline travel. For any travel expense for which reimbursement is sought, AVP shall provide the requested documentation within thirty (30) days of returning from any travel activity. The failure to meet this requirement shall cause any reimbursement of travel expenses to be waived without future liability by CITY. All invoicing by AVP to CITY shall include an itemized bill for travel, and shall be reduced to single monthly invoicing of a total sum due and owing at the end of each month.

4. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, with or without cause, by providing written notice at least thirty (30) days prior to the final day of the Agreement. Notice shall be provided at the addresses set forth above. Upon tendering notice, AVP shall cause all outstanding invoices for work performed to be submitted to CITY so that final payment may be tendered within the notice period. CITY shall cause any outstanding invoices to be paid to AVP within thirty (30) days of the final date of this Agreement.

5. NON-EXCLUSIVITY. Nothing contained within this Agreement is intended or shall be construed as creating any exclusive arrangement with AVP. This Agreement shall not restrict CITY from retaining or contracting with other entities or sources to provide the professional services detailed herein.

6. INSURANCE. AVP shall maintain Worker's Compensation Insurance and Unemployment Insurance as may be required of it by the State of Wyoming. AVP shall also maintain, at all times, a Commercial General Liability and Automotive Liability policy or policies as detailed in Exhibit A to this Agreement. Those limits set forth in Exhibit A are the minimum requirements of the CITY, and should AVP maintain higher limits, the CITY shall be entitled to the benefit of those higher limits. AVP understands that the failure to maintain insurance shall cause immediate termination of this Agreement, irrespective of Clause 4 set forth above.

7. TOTAL COMPENSATION. The total compensation to be paid by CITY to AVP under this Agreement shall not exceed two thousand five hundred dollars (\$2,500.00) per month and a cumulative total of twenty thousand dollars (\$20,000.00) per year without a detailed Request for Additional Services or Change Order signed by both PARTIES detailing the additional work and services to be performed, establishing a deadline in which AVP is complete said tasks, and setting forth a sum-certain to be paid with regard to any additional work or services exceeding the terms set forth herein.

8. CHOICE OF LAW AND FORUM. This Agreement is to be construed and enforced under the laws of the State of Wyoming. Any demand, dispute, grievance or complaint shall be filed with the Court of appropriate jurisdiction located within the Sixth Judicial District, Campbell County, Wyoming. Regardless of authorship of this Agreement, both PARTIES have actively participated in its negotiation and neither party, in any dispute, shall be deemed the drafter. Neither party shall be entitled to any award of attorney's fees or costs arising from this Agreement or the failure to abide thereby.

9. ASSIGNMENT. AVP shall not assign this Agreement, nor subcontract any work to be performed hereunder, without the advance written consent of the CITY.

10. CONFIDENTIALITY. All information, regardless of format, provided by CITY to AVP shall remain the possession and property of the CITY. At the end of this Agreement and any extension, renewal, or amendment thereof, AVP shall return all original documents, copies, data, rough drafts, reports, research, analysis or any other information or item arising from this Agreement to the CITY. Under no circumstances shall AVP disclose any information provided by CITY to any third party, nor shall AVP disclose any research, analysis, opinions or other information to any third party without the advance written consent of the CITY.

EXECUTED this _____ day of _____, 2015.

CITY OF GILLETTE

Louise Carter-King, Mayor

AVP CONSULTING, LLC

Wayne C. Lindgren, Manager

EXHIBIT A – INSURANCE OBLIGATIONS
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GILLETTE
AND AVP CONSULTING, LLC

AVP Consulting, LLC agrees to defend, pay on behalf of and hold harmless the City of Gillette and its directors, officers, agents and employees from all claims of whatsoever nature or kind, including those brought by employees of AVP Consulting, LLC, its employees, agents and subcontractors. AVP Consulting, LLC agrees to defend and pay all costs in defending these claims, including attorney's fees and costs.

Further, AVP Consulting, LLC agrees to maintain public liability and property damage insurance (including automotive, public liability and property damage insurance) to cover the obligations set forth above. The minimum insurance limits of liability shall be \$1,000,000.00 bodily injury and property damage. The City of Gillette shall receive a minimum 30-day notice in the event of cancellation of insurance required by this Agreement.

AVP Consulting, LLC shall furnish a certificate of insurance to the City of Gillette, showing that the above obligation and requirements are provided or by a qualified insurance carrier, and showing the City of Gillette as an additional insurance on such insurance.

DATED this ____ day of _____, 2015.

CITY OF GILLETTE

Louise Carter-King, Mayor

AVP CONSULTING, LLC

Wayne C. Lindgren, Manager