

**FT. SANDERS BUILDING LEASE BETWEEN CITY OF LARAMIE, WYOMING
AND ACTION RESOURCES INTERNATIONAL**

1. Parties. This agreement is made and entered into this 6th day of February 2024, by and between City of Laramie, Wyoming, a Wyoming municipal corporation (City), whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070 and Action Resources International, (Lessee), whose address is P.O. Box 536, 314 S. 3rd Street, Laramie Wyoming, 82073.

2. Purpose of Lease. City is the owner of the Ft. Sanders building at 968 N. 9th Street in LaBonte Park and desires to lease the premises described in Paragraph 3 to the not-for-profit organization Action Resources International to offer a variety of unique community-based projects such as Feeding Laramie Valley and AmeriCorps Seniors Foster Grandparents of the Wyoming Rockies, that seek to increase food security and public health and wellness in Albany County. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows.

3. Land Description. The premises consist of a building located at 968 North 9th Street hereinafter referred to as Ft. Sanders building in Albany County as depicted in Exhibit A, which is attached hereto and incorporated herein, which is owned by the City.

4. Term of Lease. City agrees to lease to Lessee the premises for a term of five (5) years commencing upon the execution of this agreement through February 28, 2029, or until terminated as provided in this lease agreement, on the terms and conditions set forth in this Lease.

5. Payment.

5.01. Lessee agrees to pay City the sum of four hundred dollars (\$400.00) per month as rental for the premises.

5.02. Payment by Lessee to City is due and payable in two (2) equal semi-annual installments of two thousand four hundred dollars (\$2,400.00) each, payable on or before June 1st and December 1st of each year in advance. Any payments not made in a timely manner shall bear interest at the rate of one and one-half percent (1 ½%) per month until paid in full.

6. Responsibilities of Lessee.

A. Duties. In addition to the agreements covered in this lease, Lessee agrees:

1. To keep building, and other improvements on the premises in as good repair and condition as they are at the commencement of the lease, or in as good repair and condition as they may be put by City during the term of this lease, ordinary wear, loss by fire, or unavoidable destruction excepted.

2. Lessee may remove any temporary structure placed upon the premises by Lessee, provided that if such removal is not accomplished within thirty days after the termination of this lease or extended term, then temporary structures placed upon the premises become the property of the City.

3. Lessee agrees to repair any damage to the leased premises, and/or irrigation systems caused by Lessee's removal of temporary structures and improvements.

4. Lessee agrees to carry insurance as Lessee determines is necessary for its protection and the protection of the contents of the building. The City is not obligated to provide insurance for the Lessee's operation, persons on the premises with Lessee's permission, or building and property contents.

5. Lessee agrees that it shall pay all utilities against the premises when charges are due, including (without limitation) water, sanitary sewer, telephone, electricity, natural gas, internet, and cable television.

6. The Lessee shall pay for all landscape irrigation water usage that exceeds the five (5) year historical average of 40 units each calendar year in the landscape areas between the Ft. Sanders building and the parking lot.

7. Lessee agrees to use the building for purposes of advancing a coalition effort to support, create, and implement a variety of unique community based projects that seek to increase food security in Albany County in accordance with the Purpose Statement for Action Resources Inc., entitled Exhibit B, which is attached thereto and incorporated herein, as well as additional projects similarly designed to promote cooperative community efforts to advance general public health and wellness in Albany County.

8. Lessee agrees to remove snow and ice from the sidewalks, ramps, and stairs adjacent to the building, within twenty-four hours after snowfall or ice formation, in accordance with LMC 12.08.020.

9. Lessee agrees that it is responsible for compliance with all applicable State and Federal law, and that it will not permit the premises to be used in violation of any law or ordinance of for any illegal purposes.

10. Lessee agrees to be responsible for all building maintenance, repairs and upkeep including structural, mechanical, electrical, and plumbing. Lessee shall notify the City of all repairs and shall contract to have repairs, maintenance and upkeep completed by a licensed professional at its own expense.

11. Lessee shall be responsible, at Lessee's sole expense for all items occasioned by Lessee's negligence or the actions of persons on the premises with Lessee's permission.

12. Lessee agrees that it shall permit no liens to be filed against the premises or any portion thereof on account of the work done or materials furnished. The filing of any lien is an event of default under this lease.

13. Lessee agrees to be responsible for the maintenance and care of the landscaping and areas between the building and the parking lot surrounding all sides of the Ft. Sanders building.

14. The Lessee shall request in writing and submit written plans and specifications for all improvements to the building, and areas between the building and the parking lot surrounding all sides of the Ft. Sanders building. The City will not unreasonably withhold permission. Lessee agrees that any work completed by lessee shall conform to all applicable building codes and meet all the requirements within the approved Conditional Use Permit.

15. Lessee agrees not to sublet or lease all or part of the building without first obtaining written permission from the City. Hourly or daily, short term rentals by other groups or organizations are permitted without written permission from the City.

17. Lessee agrees that the City may enter the building without advance permission from time to time to inspect the premises.

18. The Lessee may set its own hours of operation and hours when the building is open for use.

7. Responsibilities of City.

A. City reserves all rights concerning the Ft. Sanders building except those, which it has specifically agreed to lease to Lessee. Specifically, City reserves:

1. The right to order the sale of all or any portion of the premises at any time, subject to this lease.

2. To be responsible for snow removal from the Ft. Sanders Parking lot as is reasonably possible within the City's Parks and Recreation Department scheduling and manpower requirements.

3. The right to hold, sell, appropriate, or otherwise dispose of any improvements of any character owned by City upon the premises, to ensure the payment of rentals, damages or other expenses accruing to City by virtue of this lease.

4. The right to enter in and upon the premises at any time for purposes of inspection.

5. All rights not expressly granted to Lessee by this lease are reserved to City.

6. To provide such insurance coverage as the City determines to be necessary to insure the premises against fire, wind, hail, vandalism, and other risks, as determined by the City Council. Proceeds of insurance received by the City will be expended as determined in the sole discretion of the City Council and may or may not be used to repair or reconstruct Ft. Sanders building. If the premises are substantially destroyed by any cause, and if the City determines not to repair or reconstruct them, then this Agreement terminates without any further responsibility of the parties under this Agreement. The City Council will consider the needs of the community in determining whether to participate in major repair or reconstruction of the premises.

7. The City agrees to be responsible for the maintenance and landscaping of LaBonte Park, consistent with the City's policies and budget.

8. The City shall pay for all landscape irrigation water usage by the Lessee less than or equal to the five (5) year historical average of 40 units each calendar year in the landscape areas between the Ft. Sanders building and the parking lot. Excess water lost due to breaks in the irrigation system will be the responsibility of the City.

9. If Lessee shall have faithfully performed all terms and conditions of this Lease, then the City shall grant the option to extend this Lease upon termination for another term of five (5) years if Lessee by delivering written notice of its intention to extend this lease to the City on or before ninety (90) days before the expiration of the term, except that the City may increase the annual rental payment in its discretion.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed, and signed by all parties to this Lease.

B. **Applicable Law/Venue.** The interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

C. **Nondiscrimination.** The Lessee shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq., the Wyoming Fair Employment Practices

Act (Wyo. Stat. § 27-9-105 et seq.), the Wyoming Human Rights Act, and the Age Discrimination Act of 1975. All parties of this Contract agree that all hiring must be done on the basis of merit and qualifications. There may be no discrimination based on race, color, religion, creed, political ideas, sex, sexual orientation, gender identity, age, marital status, physical or mental disability, or national origin by the person or persons performing the Contract including, but not limited to, the prevailing wage laws.

D. Compliance with Law. Lessee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Lease.

E. Entirety of Lease. This Lease, consisting of eight (8) pages including exhibit A consisting of one (1) page and exhibit B consisting of two (2) pages represents the entire and integrated Lease between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

F. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

G. Liaison and Notice City Representative & Lessee's Representative.

(i) City Representative is Todd Feezer, Assistant City Manager, telephone number: (307) 721-5304, email: tfeezer@cityoflaramie.org.

(ii) The Lessee's Representative is Gayle M. Woodsum, President, Action Resources International, telephone number: (307) 399-3815, email: gayle@actionresources.ngo.

(iii) All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

H. Force Majeure. Neither party shall be liable for failure to perform under this Lease 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 God or 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

I. Independent Contractor. Lessee shall function as an independent contractor for the purposes of this Lease and shall not be considered an employee of City for any purpose. Lessee shall assume sole responsibility for any debts or liabilities that may be incurred by Lease in fulfilling the terms of this Lease and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Lease. Nothing in this Lease shall be interpreted as authorizing Lease or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on the behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of City or the City's agents and/or employees as a result of this Lease.

J. Assumption of Risk/Indemnification. Lessee shall assume all risks and liabilities, whether or not covered by insurance, for loss or damages to the leased premises, in any manner arising out of or incident to Lessee's possession, use, enjoyment, operation or condition of the leased premises, whether such injuries or death result with respect to agents or employees of Lessee or of third parties, and whether such property damage is to Lessee's property, City's property or the property of others. Lessee assumes responsibility for and agrees to indemnify, protect, save and hold harmless City from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) and negligence of whatever kind and nature, imposed on, incurred by, or asserted against City which in any way relates or arises out of Lessee's possession, use, enjoyment, operation, or condition of the leased premises unless caused solely and intentionally by City or its agents.

K. Insurance. The Lessee shall maintain the following insurance:

(i) Commercial General Liability Insurance. The Lessee shall maintain coverage, during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general aggregate.

L. Sovereign Immunity. City does not waive sovereign immunity by entering this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

M. Termination of Lease. Either party may terminate this lease with or without cause upon thirty (30) day notice to the other party.

N. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease shall not be construed to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease and shall inure solely to the

benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

O. Time is of the Essence. Time is of the essence in all provisions of the Lease.

P. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this Lease.

Q. Waiver. The waiver of any breach of any term or condition in this Lease shall not be deemed a waiver of any prior or subsequent breach.

R. Attorney's Fees. In the event it becomes necessary for either party to file a suit or to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Lessee has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Brian Harrington, Mayor and President
City of Laramie, City Council

Attest: _____
Nancy Bartholomew, CMC
City of Laramie, City Clerk

LESSEE: ACTION RESOURCES INTERNATIONAL

By: _____
Gayle Woodsum, President

Witness _____

**FT. SANDERS BUILDING LEASE BETWEEN CITY OF LARAMIE, WYOMING
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Exhibit "A"



**FT. SANDERS BUILDING LEASE BETWEEN CITY OF LARAMIE, WYOMING
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Exhibit "B"

ACTION RESOURCES INTERNATIONAL PURPOSE STATEMENT

Action Resources International (ARI) is a 501(c)3 non-profit organization that supports and advocates for community organizing that strengthens neighborhoods, communities and regions. ARI is a Wyoming-based, grassroots organization dedicated to education and direct service programs promoting community health and wellness.

Based on a philosophy that lived experience as expertise is essential for achieving positive, effective social change. ARI supports, develops, and sponsors community programs that amplify the voices and self-empowerment of individuals living with the problems being addressed.

The City of Laramie's Fort Sanders building is being utilized in service to ARI's community programs, with a particular focus on Feeding Laramie Valley, a community based, designed, and led non-profit working for food security and an equitable, just, sustainable food system in Albany County, Wyoming.

(See also attached Wyoming Certificate of Good Standing as part of Exhibit B)

STATE OF WYOMING
Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that according to the records of this office,

Action Resources International
is a
Nonprofit Corporation

formed or qualified under the laws of Wyoming did on **December 7, 1998**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **1998-000339807**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 29th day of January, 2024 at 6:24 AM. This certificate is assigned ID Number 069046120.



A handwritten signature in cursive script that reads "Chuck Gray".

Secretary of State

Notice: A certificate issued electronically from the Wyoming Secretary of State's web site is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Confirmation screen of the Secretary of State's website <https://wyobiz.wyo.gov> and following the instructions displayed under Validate Certificate.