

**AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF LARAMIE AND
THE LARAMIE CHAMBER BUSINESS ALLIANCE**

1. **Parties.** The parties to this Agreement are the CITY of Laramie, a municipality duly organized and existing under the laws of the State of Wyoming, whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070, hereafter referred to as CITY, and the Laramie Chamber Business Alliance (LCBA), whose address is 800 South 3rd Street, Laramie, Wyoming 82070, hereafter referred to as LCBA.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide authorization to LCBA to perform economic development services for the CITY. LCBA will promote and market the CITY's resources, recruit business activity to the CITY, develop primary jobs, and generally work to enhance the economic vitality of the CITY. The CITY will provide payment to LCBA for these services.
3. **Term.** This Agreement is effective July 1, 2018 through June 30, 2020. Upon mutual agreement of the parties, this Agreement may be extended.
4. **Payment.** The CITY agrees to pay LCBA for economic development services in the amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) per annum during the term of this Agreement. Payment will be made on a monthly basis beginning July 2016.
5. **LCBA Responsibilities.** LCBA will:
 - a. Develop the local economy to enhance quality of life for CITY residents by supporting all pertinent council goals and municipal initiatives, attracting and retaining employers, creating and retaining primary jobs, increasing overall economic viability and vitality of businesses within and around the CITY, and to increase employment opportunities for Laramie residents.
 - b. Promote and take advantage of marketing opportunities to attract, retain, and grow businesses in the CITY and the surrounding area, and enhance the infrastructure readiness of the community to accommodate new and existing businesses.
 - c. By September 1, 2019, communicate to CITY staff a plan for assessing the effectiveness of such economic development activities provided by LCBA under this Agreement, and provide an annual report to the CITY.
 - d. Maintain sound financial accounting procedures and practices for the funds received from the CITY under the terms of this Agreement. LCBA will maintain financial books, ledgers, records, documents and other evidence necessary to sufficiently and properly reflect all transactions involving funds from the CITY or grant funds which are passed through the CITY. This includes all development projects in which the CITY was the grant recipient. Upon written

request of the CITY, LCBA will make these documents available for inspection at the LCBA offices within five (5) business days.

- e. Provide a written financial and transaction report of the sources and uses made of funds received under this Agreement. The report will be provided to the City Manager and City Council on July 10 of each year for the prior year activity (i.e., the report for July 1, 2018 – June 30, 2019 will be due on July 10, 2019.) If the report is not received, payments under this or subsequent agreements may be withheld.
- f. Continue to work with and through the finance committee to operate while funds from the CITY or grant funds which are passed through the CITY are being used by LCBA, including recapture funds subject to audit. The finance committee shall provide oversight as to the accounting of CITY and pass through CITY funds. The Finance Committee will be responsible to monitor and make recommendations to the LCBA Board regarding LCBA financial conditions and operations related to funds in this Agreement and all grant funds passed through the CITY.

For purposes of this Agreement, while CITY funds or grant funds passed through the CITY, the CITY will designate one CITY employee to be a voting member of the LCBA finance committee, so as to enable the CITY'S designee to participate in meetings related to the activities carried out pursuant to this Agreement and with respect to any state-funded project development agreement between CITY and LCBA and/or CITY and the Laramie Economic Development Corporation ("LEDC"). To that end, LCBA covenants and agrees that it will take those steps necessary to obtain information from LEDC that relate to any project development agreements LEDC has in place with CITY. The purpose of the CITY'S designee's participation in the LCBA finance committee will be to assure that the CITY'S designee has full access to LCBA and/or LEDC records relating to project development agreements and with respect to the use of recaptured funds designated for economic development, such information being necessary for CITY audit compliance. Specifically, the finance committee shall perform the following duties with respect to funds from the CITY or grant funds being passed through the CITY, including recapture funds:

- i. Establish internal controls and periodic review for all cooperative recapture agreements and other legally contractual obligations between the CITY and LCBA or LEDC.
 - ii. Ensure recapture monies be reported as a profit center with appropriate accounting methods.
 - iii. Review and approve yearly reconciliations (based on recapture agreements) submitted to the CITY to ensure grant and loan compliance.
 - iv. Establish policies and procedures for the use of recapture funds and review and recommend expenditures of recaptured funds to the LCBA Board.

- g. Acknowledge, as appropriate, the City of Laramie's contribution to the LCBA through this agreement and its participation in grant funded projects and economic development initiatives in press releases, social media posts, public forums, etc.

6. **General Provisions.**

- a. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties of this Agreement.
- b. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the District Court, Second Judicial District, Albany County, Wyoming.
- c. Compliance with Laws. LCBA shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- d. Entirety of Agreement. This Agreement consisting of five (5) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral, PROVIDED, HOWEVER, that with the exception of the confidentiality provisions of ¶ 5.f above and ¶ 6.l below, nothing in this Agreement shall be deemed to amend, modify or alter either party's responsibilities to the other under any project development agreement or other agreement funded in whole or in part by funds from the Wyoming Business Council.
- e. Indemnification. LCBA shall release, indemnify and hold harmless the CITY and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of the LCBA's performance under this Agreement.
- f. Independent Contractor. LCBA shall function as an independent contractor for the purposes of this Agreement. LCBA shall assume sole responsibility for any debts or liabilities that may be incurred by LCBA. Nothing in this Agreement shall be interpreted as authorizing LCBA or its agents or employees to act as an agent or representative of or on behalf of the CITY or to incur any obligation of any kind on the behalf of the CITY.
- g. Notice. All notices arising out of or from the provisions of this Agreement shall be in writing and given to the parties either by regular mail or deliver in person.

- h. Nondiscrimination. LCBA shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and the American's with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq. LEDC shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.
 - i. Governmental Immunity. The CITY of Laramie expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 et seq.
 - j. Termination. Upon thirty (30) day written notice and opportunity to cure, the CITY may terminate this Agreement for cause without liability in the event LCBA fails to cure any defect in performance of this Agreement. Either the CITY or LCBA may terminate this Agreement with cause upon one-hundred twenty (120) days written notice; provided however, that if LCBA terminates the Agreement prior to the expiration of the Agreement, it will return all unexpended funds.
 - k. No Third Party Beneficiaries. The parties hereto agree that this Agreement shall be applicable only to the parties themselves and shall not be deemed to be for the benefit of any person who is not a party hereto.
 - l. Confidentiality Obligation. It is specifically acknowledged and agreed between the parties that there may be occasions in which LCBA receives confidential commercial and/or financial data and trade secret information from third parties or instances in which LCBA uses its own confidential commercial and/or financial data and trade secret information. All such information--whether from third parties or from LCBA or one of its' constituent entities--is hereinafter collectively referred to as "Proprietary Information." In any instance when the LCBA or any its directors, officers, employees, committees, or representatives has such Proprietary Information and such Proprietary Information is discussed with or disclosed to the CITY in any manner whatsoever, the CITY covenants and agrees that it will keep all such Proprietary Information strictly confidential and shall deny the right of inspection of such Proprietary Information pursuant to Wyo. Stat. Ann. § 16-4-203(d)(v) and/or other applicable provisions of Wyoming law precluding disclosure. Moreover, in addition to and not in limitation of the confidentiality obligation discussed above, CITY covenants and agrees that it will sign a two-party or three-party non-disclosure agreements when requested to do so by LCBA and/or by a business that LCBA is working with in regard to economic development activities. LCBA acknowledges that if the CITY receives a valid court order to release information in its possession, the CITY will comply with said court order.
7. Signatures. In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set

out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

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

CITY OF LARAMIE, WYOMING

Date: _____

By: _____
Andi Summerville, Mayor

(SEAL)

Attest:

Angie Johnson, CITY Clerk

LARAMIE CHAMBER BUSINESS
ALLIANCE

Date: _____

By: _____
Print name: Dave Coffey, Chair

Attest:

Nancy Stutzman - Vice-Chair, Secretary of the Board