

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: September 5, 2017

2. AGENDA ITEM: Appointments Bids/Purchases Claims
 Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats
 Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions
 Resolutions Other

3. DEPARTMENT: County Clerk

APPLICANT: Cheyenne LEADS

AGENT: Debra Lee

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

4. DESCRIPTION: Consideration of an economic development services agreement.

Amount ~~\$25,000~~ ^{\$50,000 dkl} From 7/1/2017 To 6/30/2018

5. DOCUMENTATION: 2 Originals

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Ash _____		Co Attny _____
Heath _____		Assist Co Attny _____
Holmes _____		Grants Manager _____
Kailey _____		Outside Agency _____
Thompson _____		
Action _____		
Postponed/Tabled _____		

**ECONOMIC DEVELOPMENT SERVICES AGREEMENT FY 2018
LARAMIE COUNTY, WYOMING / CHEYENNE LEADS**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, (“COUNTY”) and the Cheyenne-Laramie County Corporation for Economic Development (Cheyenne LEADS) (“CONTRACTOR”), 121 West 15th Street, Suite 304, P.O. Box 1045, Cheyenne, Wyoming 82003-1045. The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to obtain economic development services.

II. TERM

This Agreement shall commence upon the date the last signature is affixed hereto, and shall remain in full force and effect until June 30, 2018.

III. RESPONSIBILITIES OF COUNTY

On or after the 15th day of November and the 30th day of April during the term of this contract, upon presentation of a properly executed Payment Request Form prescribed by the Laramie County Clerk, COUNTY shall pay to the CONTRACTOR the sum of \$25,000. COUNTY shall have no obligation to provide any additional funding, either cash or in kind, in this or any succeeding fiscal year. Payments shall be made in accordance with W. S. §16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR agrees to provide economic development services as follows:

1) Encourage economic development in Laramie County through activities designed to increase basic employment by organizations compatible with the Laramie County environment and enhance the county quality of life; and

2) Prepare and implement a marketing strategy to enhance the economic viability of Laramie County.

B. CONTRACTOR agrees that the funds paid by Laramie County pursuant to this Agreement shall not be for the express aid of any private citizen, firm or corporation or in violation of Article 16 §§ 6 of the Constitution of the State of Wyoming.

C. CONTRACTOR agrees and warrants that as a voting ex officio member of the Board of Directors, the designated Laramie County Commissioner shall have the full rights and responsibilities of any member of the Board of Directors.

D. CONTRACTOR agrees to provide by May of this contract year, a report to the COUNTY consisting at a minimum of detailed accounting describing the economic development services provided pursuant to this agreement.

E. CONTRACTOR agrees to maintain generally accepted accounting procedures and practices, and to maintain books, records, documents and other evidence to sufficiently and properly reflect all transactions of any nature relating to this Agreement or any funds provided by or through Laramie County including, but not limited to the funds referenced herein, and any books, records, documents and other evidence shall be made available upon written request of the COUNTY for the inspection at the offices of CONTRACTOR in Cheyenne, Wyoming.

F. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY. The CONTRACTOR shall allow access to its facility and records by the COUNTY or its representatives.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. 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 performed by or on behalf of CONTRACTOR

for COUNTY except to the extent liability is caused by the sole 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.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. 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 relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated, allocated or approved by the electorate for the payment of this obligation. If funds are not allocated, appropriated or approved and available, in the fiscal judgment of the COUNTY, for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

By: _____ Date _____
Troy Thompson, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CHEYENNE LEADS

By: Randy Bruns _____ Date 22 Aug 2017
Randy Bruns, Chief Executive Officer

ATTEST:

By: Dawn Culpepper _____ Date 22 Aug 2017
Title: Office manager

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] _____ Date 8/23/17
Mark Voss, Laramie County Attorney