

MINIMUM REVENUE GUARANTEED PAYMENT AGREEMENT – FY 2025

Between

LARAMIE COUNTY, WYOMING / CRAFT

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 Regional Air Service Focus Team, c/o Cheyenne LEADS, P.O. Box 1045, Cheyenne, Wyoming 82003-1045 ("CRAFT"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for COUNTY to pay a portion of the Minimum Revenue Guaranteed ("MRG") funds to CRAFT, for payments to SkyWest Airlines for providing scheduled flight services between Cheyenne and Denver.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall terminate, automatically, at the exhaustion of the Four Hundred Thousand Dollars (\$400,000) or June 30, 2025, the end of the 2025 fiscal year, whichever is earlier

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay to CRAFT up to Four Hundred Thousand Dollars (\$400,000), upon presentation of a properly executed Invoice and Accounting as prescribed by the Laramie County Clerk. COUNTY shall be responsible for twenty percent (20.00%) of the MRG amounts actually billed by SkyWest Airlines. COUNTY's payment obligation under this Agreement is capped at Four Hundred Thousand Dollars (\$400,000). The parties understand and agree that any MRG amount that is payable to SkyWest Airlines only comes into effect if and when SkyWest Airlines fails to meet the MRG margin. Payments shall be made in accordance with W. S. §16-6-602 (as amended).

IV. RESPONSIBILITIES OF CRAFT

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

B. CRAFT agrees to provide an invoice to the COUNTY consisting at a minimum of detailed accounting describing the costs and services provided pursuant to this Agreement.

C. COUNTY acknowledges and agrees that CRAFT will not have an active role, other than a right to review and audit records, in the accounting of the costs associated with the services provided by the commercial airline carrier. Subject to the foregoing, for those funds passing through CRAFT, CRAFT agrees to maintain generally accepted accounting procedures and

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, without regard to its conflict of laws principles. 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 CRAFT 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: CRAFT 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, CRAFT 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 solely from or in connection with the work that is to be performed by or on behalf of CRAFT for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CRAFT 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

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Signature Page

LARAMIE COUNTY

By:  Date 11/18/2024
Chairman, Laramie County Commissioners

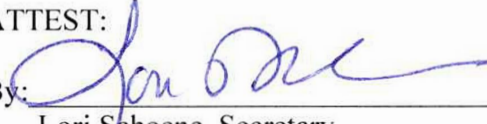
ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CHEYENNE REGIONAL AIR SERVICE FOCUS TEAM

By:  Date 11/15/2024
Wendy Volk, President

ATTEST:

By:  Date 11-1-24
Lori Schoene, Secretary

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 11-18-24
Laramie County Attorney's Office