CONTRACT AGREEMENT
FOR ECONOMIC DEVELOPMENT SERVICES

AGREEMENT effective the 1st day of July, 2022, by and between Cheyenne/Laramie County Economic Development Joint Powers Board (hereinafter known as "Board"), and Laramie County, Wyoming (hereinafter known as "County").

WITNESSETH:

WHEREAS, the County has determined that it is in the best interests of its citizens to promote and support economic development activities and to monitor economic development within Laramie County; and

WHEREAS, the Board has special expertise and experience in such activities and is organized by its participating governmental entities for such purpose; and

WHEREAS, the County desires to engage the Board to perform certain economic development services and the Board is willing to accept such engagement under the terms and conditions set forth herein.

NOW, THEREFORE, by and for their mutual covenants and agreements herein contained, the parties agree as follows:

1.   AGREEMENT.   The County hereby retains and Board accepts the engagement of County upon the terms and conditions set forth herein.

2.   TERM.   The term of this Agreement shall commence on the 1st day of July, 2022, and shall terminate on the 30th day of June, 2023.

3.   SCOPE OF SERVICES.   Board shall provide as needed, the following services to the County under this Agreement:

    a.   Development, analysis and funding of economic development projects;

    b.   Receive, review and approve of grant and loan requests and administration of those grants or loans approved by the Board;
    c.   Prepare information for public release and ensure that County officials have the materials necessary to speak at meetings and public gatherings about projects and activities of the Board;

    d.   Maintain close contact and coordinate with those other groups, agencies and individuals that are affected or influenced by the activities of the Board and the County;

e. Prepare and cause the preparation of elements of grant applications or entire grant applications relating to economic development, fiscal and facility planning grants;

f. Collect, organize and maintain such data and records as may be needed by the County and as required for any reports to the governing bodies of the State of Wyoming and the United States;

g. Prepare budgets and financial reports, including necessary follow-up administration monitoring and assisting as needed to keep the County aware of the progress on various activities;

h. Respond to inquiries from the public regarding grants and loans, economic development planning and physical development activities; may speak at meetings concerning the activities of the County or County projects, as directed by the County;

i. Provide monitoring for economic assistance loans and loan incentives including, but not limited to, loan payments, ensuring that security of loans are in place and other activities as may be necessary to ensure the economic development loan repayment;

j. Continue its ongoing relationship with the other economic development entities active in the Cheyenne and Laramie County area and to coordinate the County's efforts with these entities, including, but not limited to, LEADS, the Downtown Development Authority, Greater Cheyenne Chamber of Commerce, Laramie County Convention and Visitor's Bureau (Visit Cheyenne), Laramie County Community College and expand to other entities with similar missions;

k. Coordinate with Laramie County the City of Cheyenne, Albin, Pine Bluffs, Burns, County and State offices who deal with economic development projects to ensure projects proceed as smoothly as possible and so that projects do not experience unnecessary delays and cost over-runs; and

l. Perform any and all other duties as may relate to economic development and goals set by the County.

4. FUNDS. The County shall convey pay to the Board funds in the amount of Two Hundred Thousand Dollars ($200,000) for the 2022-2023 fiscal year. Funds shall be made on a monthly basis, pursuant to acceptance and approval of vouchers as presented by Board.

5. RENEWAL. At the election of the parties and if neither party is in default, this Agreement may be annually renewed on such terms as the parties may negotiate.

6. IMMUNITY. The County and the Board do not waive any immunities they may have available by entering into this Agreement, and fully retain any and all immunities and defenses provided by law, with regard to any action base on this Agreement.

7. **STATUS.** Board shall not be deemed to be an employee or agent of the County and nothing contained shall be construed as creating a relationship other than that of an independent contractor as between the County and Board.

8. **TERMINATION.** This Agreement may be terminated by any party, provided that written notice of such termination shall be given by the terminating party at least thirty (30) days in advance of any such termination.

9. **NONDISCRIMINATION.** Board shall not discriminate against any person on the basis of race, color, gender, familial status, creed, national origin, age or handicap condition in its performance of any services hereunder.

10. **SEVERABILITY.** If any section, subsection, clause or article of this Agreement shall be deemed to be ambiguous, unconstitutional or invalid, the validity of the remaining sections and clauses shall not be affected and the Agreement shall control. It is the intent of the parties that all provisions in the Agreement are fully severable.

11. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties; there are no other understandings or agreements which are not set forth herein, and this Agreement may be modified only by a writing executed by all parties hereto.

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SIGNATURE PAGE

CHEYENNE/LARAMIE COUNTY
ECONOMIC DEVELOPMENT JOINT
POWERS BOARD

LARAMIE COUNTY, WYOMING

By:_____

_____
Chairperson

By:

Chairman,
Board of County Commissioners

ATTEST:

_____
Laramie County Clerk

Date _____

REVIEWED AND APPROVED AS TO FORM ONLY:

By:_____
Laramie County Attorney's Office

Date __9/14/22_____