

Funding Agreement FY 2024

Laramie County/Cheyenne Downtown Development Authority

THIS AGREEMENT made and entered into by and between Laramie County, Wyoming, PO BOX 608, 309 West 20th Street, Cheyenne, Wyoming, 82003-0608 ("COUNTY") and Cheyenne Downtown Development Authority, 2101 O'Neil Avenue, Room 202., Cheyenne, Wyoming 82001 ("DDA").

WHEREAS, the COUNTY desires to assist DDA with economic development services to promote further economic development and revitalization of the DDA district for fiscal year 2024; and WHEREAS, economic development is a stated goal of COUNTY and DDA needs COUNTY assistance to effectively proceed with development and revitalization in the downtown Cheyenne area.

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NOW THEREFORE, it is hereby agreed by and between the parties hereto:

Term of Agreement and Default

1. This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until June 30, 2024.

Responsibilities of County

2. On or after October 1, 2023 and January 1, 2024, upon presentation of a properly executed payment request prescribed by the Laramie County Clerk, County shall pay to DDA the sum of two thousand five hundred dollars (\$2,500). COUNTY shall have no obligation to provide any additional funding, either cash or in kind.

Responsibilities of DDA

3. DDA shall use the funds to continue its service of providing economic development and revitalization within the DDA district. COUNTY shall be a party to all planning, design, and execution of development and revitalization services, as well as evaluation thereof for continuance.

General Provisions

4. The services to be performed by DDA are those of an independent contractor and not as an employee COUNTY. Neither DDA, nor its employees, agents, or officers are eligible for Laramie County Employee benefits. DDA 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. DDA is free to perform the same or similar services for others.

5. The 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.
6. This Agreement (4 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreement, whether written or oral.
7. This Agreement may not be assigned or subcontracted by DDA without the express written permission of COUNTY, and any assignments or subcontracting of any of the duties, obligations, or rights under this Agreement by DDA without the required express written consent shall constitute a breach.
8. This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
9. The parties agree all covenants, agreements, conditions, and terms contained in the Agreement shall be binding upon, apply, and inure to benefit of the successors and assigns of the respective parties hereto.
10. 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 provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or 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 the provisions of this Agreement is fully severable.
11. 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 DDA and to COUNTY executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.
12. The DDA agrees to maintain acceptable accounting procedures and practices and to maintain books, records, documents, and other evidence which sufficiently and properly reflect all transactions of any nature relating to the Agreement. Such books, records, documents, and other evidence shall be made available upon request of the COUNTY for inspection at its offices in Cheyenne, Wyoming.
13. COUNTY and DDA do not waive their Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this Agreement. Further, COUNTY and DDA fully retain 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.
14. COUNTY and DDA affirm, to their knowledge, no County employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of DDA, 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.

15. 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 fault or the negligence of said party.
16. 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.
17. COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services provided by DDA, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify DDA at the earliest possible time of the services which will or may be affected by a shortage of funds. 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. This provision shall not be interpreted or construed to permit COUNTY to terminate this AGREEMENT in order to acquire similar services from another party.
18. To the fullest extent permitted by law, DDA 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 DDA pursuant to this agreement except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees.
19. 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 delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
20. By their execution each party certifies it has read and understood this Agreement, agrees to be bound by the terms hereof, they have the authority to execute and bind, and have received a signed and dated copy of the Agreement.

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DDA FUNDING AGREEMENT BETWEEN LARAMIE COUNTY AND DDA

LARAMIE COUNTY, WYOMING

LARAMIE COUNTY COMMISSIONERS

BY: _____

Date _____

TROY THOMPSON, Chairman

ATTEST: _____

Date _____

DEBRA K LEE, Laramie County Clerk

Cheyenne Downtown Development Authority

BY: *Ulcerby Volk*

Date *7/13/2023*

Chairman

APPROVED TO FORM:

[Signature]

Laramie County Attorney's office