

**AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF LARAMIE AND
THE LARAMIE MAIN STREET 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 Main Street Alliance, whose address is 115 East Ivinson Avenue, Laramie, Wyoming 82070, hereafter referred to as LMSA.
2. **Purpose of Agreement.** The purpose of this Agreement is to continue a partnership between the CITY and LMSA for the purpose of achieving the goal of preserving and revitalizing the historic downtown, through economic development best practices. As such, LMSA will support relevant sections of the CITY's 10-year Economic Development Plan, promote and market the CITY's resources, recruit business activity to the CITY, develop primary and secondary jobs, and generally work to enhance the economic vitality of the CITY specifically as it pertains to the historic downtown district. The CITY will provide payment to LMSA for these services.
3. **Term.** This Agreement is effective July 1, 2020 through June 30, 2022. Upon mutual agreement of the parties, this Agreement may be extended.
4. **Payment.** The CITY agrees to pay LMSA for economic development services in the amount of fifty thousand and 00/100 Dollars (\$50,000.00) per annum during the term of this Agreement, for a total contract award in the amount of \$100,000. Payments will be made on a monthly basis beginning July 2020. Payments are contingent on the availability of funds, execution of this Agreement and LMSA's completion of the Code of Ethics, Lobbying, and Conflict of Interest Certification, included in Attachment A.
5. **LMSA Responsibilities.** LMSA will:
 - a. Support pertinent City Council goals and municipal initiatives, including the implementation of the 10-year Economic Development Plan, and encourage economic development within the downtown area, which shall enhance the quality of life for city residents by offering cultural and social amenities, attracting and retaining employers, creating and retaining jobs, increasing the economic vitality of businesses in the district and fostering the enhancement of public space downtown.
 - b. Promote and market the district to attract customers, retain, grow and recruit businesses and increase sales tax revenues.
 - c. Maintain sound financial accounting procedures and practices for the funds received from the CITY under the terms of this Agreement, including 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, LMSA

will make these documents available for inspection at the LMSA offices within five (5) business days.

- d. By December 31, 2020, develop a sub-committee of the Board of Directors that exists to review and make recommendations concerning all financial activities, including, but not limited to, internal controls, organizational, program and project budgets, financial statement review, endowment fund and operating costs and accompanying agreements associated with all physical assets. The Committee will be comprised of one (1) CITY Liaison, plus no less than four (4) members such as bankers, accountants, financial analysts duly qualified by degree, profession, or training to conduct thorough financial analyses and to make fiscal recommendations. The first meeting of the committee shall be in January 2021 and continue monthly through the duration of this contract or any subsequent contracts or investments by the CITY. Monthly meetings will occur in sufficient advance of the LMSA board meeting so that a detailed financial report may be given to the LMSA Board by the Treasurer with the support of a Finance Committee member as needed or requested. Meetings should also be scheduled to assure LMSA director's and Treasurer's attendance at each meeting. If the Finance Committee and LMSA Director and Treasurer agree, the meetings can occur less frequently than monthly, but no in no case shall the Finance Committee meet less frequently than quarterly.

The purpose of the Committee is not to replace, duplicate, or supplant roles and responsibilities of the LMSA Director, executive board, including the Treasurer, or accounting firm contracted by LMSA. Instead, the Committee's prime function is to help assure the long-term financial stability and resiliency of the organization and to provide oversight as to the accounting of CITY and pass-through CITY funds. To that end, the Finance Committee will work with the LMSA director and Treasurer during its initial meetings to develop a work plan to support the CITY's goal of assuring long-term financial stability and resiliency and other organizational goals LMSA might have for itself. Suggested activities the Finance Committee may undertake, and roles it may fulfill, include but are not limited to:

- i. Establish internal controls and periodic review for all cooperative recapture agreements and other legally contractual obligations between the CITY and LMSA.
- 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 recommended and actual expenditures of recaptured funds by the LMSA Board.
- v. Review and make recommendations concerning annual organizational and programmatic budgets
- vi. Where budgetary gaps or challenges exist, make recommendations concerning fundraising goals or cost saving measures.

- vii. If requested by LMSA Board, the Finance Committee may advise on other organizational challenges or concerns, such as developing recommendations and strategies to bring the director and staff salaries and compensation to market-rate, or analyzing business plans or finance strategies for various properties or projects, etc.
- 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, 2020 – June 30, 2021 will be due on July 10, 2021). If the report is not received, payments under this or subsequent agreements may be withheld.
- f. Participate in any reporting as required by the Wyoming Business Council for the Empress Lot Redevelopment Project.
- g. Acknowledge, as appropriate, the City of Laramie’s financial and in-kind contributions to LMSA and its participation in the Empress Lot Redevelopment project, and other relevant projects and initiatives in press releases, social media posts, and public forums.
- h. Complete the Code of Ethics, Lobbying, and Conflict of Interest Certification included in Attachment A upon execution of this Agreement. A certification form must be completed by every staff and board member, contract employee, and all committee chairs before funds may be distributed.
- i. Initial Attachment B indicating understanding of and compliance with the COL and LMSA communications plan.

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. LMSA 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 six (6) 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. LMSA 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 LMSA's performance under this Agreement.
- f. Independent Contractor. LMSA shall function as an independent contractor for the purposes of this Agreement. LMSA shall assume sole responsibility for any debts or liabilities that may be incurred by LMSA. Nothing in this Agreement shall be interpreted as authorizing LMSA 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. LMSA 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. LMSA 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. Additionally, LMSA will comply with City of Laramie Chapter 9.32 of Municipal Code entitled Illegal Discrimination.
- 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 LMSA fails to cure any defect in performance of this Agreement. Either the CITY or LMSA may terminate this Agreement with cause upon one-hundred twenty (120) days written notice; provided however, that if LMSA 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.

I. Confidentiality Obligation. It is specifically acknowledged and agreed between the parties that there may be occasions in which LMSA receives confidential commercial and/or financial data and trade secret information from third parties or instances in which LMSA uses its own confidential commercial and/or financial data and trade secret information. All such information--whether from third parties or from LMSA or one of its constituent entities--is hereinafter collectively referred to as "Proprietary Information." In any instance when the LMSA or any of 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 LMSA and/or by a business that LMSA is working with in regard to economic development activities. LMSA 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.

Date: 7/7/2020

CITY OF LARAMIE, WYOMING

By: Joe Shumway
Joe Shumway, Mayor

(SEAL)

Attest: Nancy Bartholomew
Nancy Bartholomew, CITY Clerk

LARAMIE MAIN STREET ALLIANCE

Date: 7-13-2020

By: Shantel Anderson
Shantel Anderson, Chair

Attest:
Jennie Hendrick
Jennie Hendrick, Secretary

Attachment A

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF LARAMIE AND THE LARAMIE MAIN STREET ALLIANCE

CODE OF ETHICS, CONFLICT OF INTEREST AND LOBBYING

Partner Agencies, Fee for Service contractors, their employees, governing board or agents, shall not use official authority or influence to interfere with or influence the result of an election or nomination for public office. Partner Agencies and Fee for Service contractors may not contribute anything of value to a party, committee, organization, department, or person for political purposes; or conduct any political activity when performing services under this Agreement.

Should an employee or board member of a Partner Agency or and Fee for Service contractor hold a public office and a conflict of interest arises with his/her duties, the employee or board member will comply with State laws governing ethics and conflicts of interest and, if applicable, Federal law.

Partner Agencies and Fee for Service contractors will not ask questions on any application, examination or interview which would directly or indirectly require the disclosure of a person's political affiliation, preferences or opinions.

Partner Agencies and Fee for Service contractors are prohibited from using political influence as an advantage in securing or making appointments, or for other personal benefit for themselves or others in personnel matters, when performing services under this Agreement.

Partner Agencies, and Fee for Service contractors their employees, governing board or agents, must maintain a high standard of conduct and be free from the influence of personal considerations when conducting the services herein which are being paid for using public, taxpayer monies. Unacceptable behaviors or actions may lead to termination of this contract. Additionally, Partner Agencies will foster and support a "speak up" culture to strongly protect whistleblowers and prohibit any form of retaliation.

CERTIFICATION REGARDING LOBBYING

Certification for Municipal Grants, Loans, Cooperative Agreements, and Fee-for-Service Contracts

The Undersigned Certifies, to the Best of His or Her Knowledge and Belief, that:

(1) No Municipal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any governmental agency, or any elected official, in connection with the awarding of this Grant, Loan, Cooperative Agreement, and/or Fee-for-Service Contract.

(2) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients of municipal funding shall acknowledge and certify accordingly.

(3) I have read and understand the Code of Ethics, Conflict of Interest and Lobbying requirements and provisions.

* APPLICANT'S ORGANIZATION	
<input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* Signature: <input type="text"/>	Date: <input type="text"/>

*Must be signed by each staff member, board member, contract employee, and committee chairperson

Attachment B

INTER-AGENCY COMMUNICATIONS CITY OF LARAMIE AND LARAMIE MAIN STREET ALLIANCE

1. City-related matters of concern to LMSA should be communicated by LMSA staff directly to management staff in the City Manager's Office. Managers will then assign staff to these issues as needed, ensure appropriate follow-through, and communicate outcomes back to LMSA staff.

If LMSA has a formal request for assistance, it will come in an email from Director Sherwood to City Manager Jordan and appropriate management staff.

- **Assistant City Manager (Feezer):** Code Administration, Planning, Parks, Recreation, and Beautification/Public Art/Bike Racks
- **Chief Operating Officer (Brown):** Streets/Traffic, Utilities, Engineering, Solid Waste, and Municipal Finance/Accounting
- **Community Initiatives & Economic Development Administrator (Reese):** Partnership Projects, Fee-for-Service Agreement, etc.
- **Executive Assistant (Oakland-Potter) and City Clerk (Bartholomew):** Special Event Permits, Street Closures, and Liquor Permits

2. When the City is exploring, proposing or taking action on a project downtown, the LMSA Director be notified, in writing, with an opportunity to acknowledge, comment, assist and/or come to the table as a partner.

In this way, LMSA can inform constituents (downtown business, property owners and residents) that will be impacted in a timely matter, publicly praise the City for their efforts and/or offer constructive feedback or technical assistance resources to help guide and inform the project.

3. LMSA Director/City Manager will ensure they are mutually included in formal meetings with Councilors/LMSA Board Members. For example, if LMSA schedules a meeting with member(s) of City Council, the City Manager will be invited to attend and may involve other pertinent staff if needed. By contrast, if City staff wish to meet with LMSA Board Members, the LMSA Director will be invited to attend. This ensures management and policy makers are working collaboratively and maximizing efficiency and effectiveness.