

**AGREEMENT FOR PUBLIC ART SERVICES BETWEEN THE CITY OF  
LARAMIE AND THE LARAMIE PUBLIC ART COALITION**

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 Public Art Coalition (LPAC), whose address is 115 Ivinson Avenue, Laramie, Wyoming 82070, hereafter referred to as LPAC.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to continue a partnership between the CITY and LPAC to for the purpose of assisting the CITY with public art processes for projects which the CITY wishes to implement. This may include developing and managing public art “calls” and selection committees, recommending best practices and/or project management. The CITY will provide payment to LPAC for these services as negotiated on a project-by-project basis. Additionally, this agreement acknowledges that when the CITY has funds allocated for the execution and implementation of public art and that LPAC can submit requests to utilize these funds that will be reviewed and recommended by the Parks, Tree & Recreation Advisory Board.
  
3. **Term.** The term of the Contract is from the date of execution until terminated by either party in writing with a 30-day notice.
  
4. **LPAC Responsibilities.** LPAC will:
  - a. Support pertinent City Council goals and municipal initiatives and encourage the development and implementation of public art in CITY construction projects.
  
  - b. Present public art projects to the Parks, Tree & Recreation Advisory Board when requesting funds and outline the processes that will be utilized to implement the project.
  
  - 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, LPAC will make these documents available for inspection at the LPAC offices within five (5) business days.

- d. 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, 2018 – June 30, 2019, will be due on July 10, 2019.) If the report is not received, payments under this or subsequent agreements may be withheld.
- e. Acknowledge, as appropriate, the City of Laramie’s contribution to the Laramie Public Art Coalition and its participation in the public art projects and initiatives paid for with CITY funds in press releases, social media posts, and public forums.

5. **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. LPAC 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 four (4) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- e. Indemnification. LPAC 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 LPAC’s performance under this Agreement.
- f. Independent Contractor. LPAC shall function as an independent contractor for the purposes of this Agreement. LPAC shall assume sole responsibility for any debts or liabilities that may be incurred by LPAC. Nothing in this Agreement shall be interpreted as authorizing LPAC 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. LPAC 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. LPAC 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.
- 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 LPAC fails to cure any defect in performance of this Agreement. Either the CITY or LPAC may terminate this Agreement with cause upon one-hundred twenty (120) days written notice; provided however, that if LPAC 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.
- l. Confidentiality Obligation. It is specifically acknowledged and agreed between the parties that there may be occasions in which LPAC receives confidential commercial and/or financial data and trade secret information from third parties or instances in which LPAC uses its own confidential commercial and/or financial data and trade secret information. All such information--whether from third parties or from LPAC or one of its' constituent entities--is hereinafter collectively referred to as "Proprietary Information." In any instance when the LPAC or any 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 LPAC and/or by a business that LPAC is working with in regard to economic development activities. LPAC acknowledges that if the CITY receives a valid court order to release information in its possession, the CITY will comply with said court order.

6. **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.

CITY OF LARAMIE, WYOMING

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Weaver, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Nancy Bartholomew, CITY Clerk

LARAMIE PUBLIC ART  
COALITION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary