

CITY OF SHERIDAN GENERAL PURPOSE EXCISE TAX AGREEMENT

This Agreement is made by and between the City of Sheridan, a municipal corporation organized under the laws of the State of Wyoming, whose address is 55 Grinnell Plaza, Sheridan Wyoming 82801, hereinafter referred to as the “City,” and Downtown Sheridan Association, whose address is 121 S. Main Street, hereinafter referred to as the “Recipient”.

WHEREAS City has determined that the services provided by the Recipient in Sheridan, Wyoming, as hereinafter set forth, are of direct benefit to the City of Sheridan and its residents, and that the City should assist in the funding thereof for the term of this Agreement.

NOW, THEREFORE, the City and Recipient do hereby agree as follows:

1. **SERVICES TO BE PROVIDED:** Recipient agrees that, as a condition of receiving funds from the City, it will provide to the City of Sheridan and its residents, the following services:
 - a. To Sponsor 4 – 3rd Thursday Street Festivals...June, July, August & September.
 - b. To bring consultants and speakers to Sheridan on an as needed basis.
 - c. To coordinate with other organizations that are involved with Historic Downtown.
 - d. To obtain grant monies for the streetscape enhancements as needed for downtown projects.
 - e. To publish a Historic Downtown Walking Tour Brochure
 - f. The monies will also be used to assist with general operations.
 - g. Continue to promote and schedule the parklet and promote public parking areas within the downtown.
 - h. Continue to work closely with the City of Sheridan, WYDOT, Merchants, and Building Owners for the Main Street 2023 reconstruction project.
 - i. To manage (maintain) annual flowers on Main Street beautification project.
2. **TERM:** This Agreement is for a term of one (1) year commencing July 1, 2022 and ending June 30, 2023, inclusive, unless terminated in accordance with the provisions herein.
3. **CITY OBLIGATIONS:** In consideration of the services to be provided by the Recipient to the City and its residents during the fiscal year 2023, the City will pay the Recipient the sum of Forty Thousand Dollars (\$40,000) to assist in the funding thereof subject to the availability of funds detailed in Section 4 below. The payment shall be made to Recipient on a quarterly basis by dividing the total obligation into (4) four equal payments subject to Section 4 of this agreement.
4. **AVAILABILITY OF FUNDS:** The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement by the City from any governmental source. Whether funds are available for appropriation are solely in the discretion of the City. The City’s payments are intended to be distributed on a quarterly basis with the final quarter payment to be made once the determination that sufficient funds are available or prorated if funds are not sufficient for full distribution. If funds are not allocated and available as needed for the parties to perform per this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages because of termination under this section.
5. **REPORTING:** Recipient shall follow generally accepted accounting principles and shall maintain books and all other documents to reflect all transactions of any nature sufficiently and accurately to this Agreement. Such books, records, and other documents shall be available for inspection by City at Recipient’s office upon reasonable notice and Recipient shall retain all such books, records, and

other documents relevant to the services and funding relevant to this Agreement during the term of this Agreement for not less than five (5) years thereafter or as otherwise required by law. Recipient shall assist the City, as reasonable, in the event City desires to audit Recipient. Additionally, the Recipient shall complete semi-annual financial reports. These reports will be due January 15 and July 15. Upon the request of the City, a representative of the Recipient shall be required to make a presentation to the City of Sheridan Governing Body.

6. POLITICAL ACTIVITY: Recipient shall not use City funding for any political activities designed to bolster any political party, political platform, or ballot measure.
7. NON-WAIVER: Any waiver by City of any breach of covenant herein to be kept and performed by Recipient shall not be deemed as a continuing waiver and shall not operate to prevent City from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
8. MODIFICATION: No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties and attached to the Agreement for the year in effect.
9. ASSIGNMENT: This Agreement is not assignable.
10. TERMINATION: This Agreement may be terminated:
 - a. by either party at any time if the other party breaches this Agreement; or
 - b. by either party upon thirty (30) days written notice to the other party of intent to terminate; or
 - c. upon mutual written agreement by the parties.
11. NOTICES: All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses below either by regular mail, facsimile, email, or delivery in person.

<u>City of Sheridan</u> City Clerk's Office PO Box 848 Sheridan, WY 82801	<u>Downtown Sheridan Association</u> Zoila Perry 121 S. Main Street Sheridan, WY 82801
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12. COMPLIANCE WITH LAWS: Recipient shall comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.
13. NDEMNITY: Recipient shall indemnify, defend, and hold harmless City from and against any and all claims of any nature whatsoever arising from or in connection with the performance of any duties by Recipient related in any way to this Agreement.
14. GOVERNMENTAL IMMUNITY: Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
15. CHOICE OF LAWS: The laws of the State of Wyoming govern this Agreement. Any litigation of this Agreement shall occur within the Fourth Judicial District of the State of Wyoming.
16. INDEPENDENCE OF AGREEMENT: Nothing herein is intended or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.
17. 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 to create such status.
18. PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

19. **FORCE MAJEURE:** Neither party shall be liable for failure to perform under this Agreement if such a failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but not limited to, acts of public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. If Recipient is unable to perform its obligation and claims such failure is a result of a force majeure event, then the claimed event could not have been anticipated or prevented by reasonable action on the part of the Recipient. Further, if a force majeure event occurs, Recipient must notify the City of the event within seven (7) days of the start of the force majeure event.
20. **ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties.

ANY PERSON SIGNING CERTIFIES THAT HE OR SHE HAS BEEN PROPERLY AUTHORIZED TO ENTER INTO THIS AGREEMENT BY HIS OR HER RESPECTIVE PARTY. ADDITIONALLY, RECIPIENT CERTIFIES THAT IT IS A NON-PROFIT CORPORATION OR GOVERNMENTAL ENTITY IN THE STATE OF WYOMING AND THAT IT HAS TAKEN ALL STEPS LEGALLY REQUIRED TO CONDUCT BUSINESS AS A NON-PROFIT CORPORATION OR GOVERNMENTAL ENTITY.

Dated and made effective on _____, 2022.

CITY OF SHERIDAN, WYOMING

DOWNTOWN SHERIDAN ASSOCIATION

Richard Bridger, Mayor

By

ATTEST:

Print Name

Cecilia Good, City Clerk

Title