

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 Compass Center for Families/CASA, whose address is 1981 Double Eagle Drive, Suite B, hereinafter referred to as the “Contractor”.

WHEREAS, City has determined that the services provided by the Contractor 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 Contractor hereby agree as follows:

1. SCOPE OF SERVICES: The Contractor shall perform the following services:
 - a. Free CASA Court Appointed Special Advocate services for all children who are victims of child abuse and neglect and are appointed to CASBA by the Juvenile Court Judge
 - b. Family Visitation Services which include supervised visitation custody exchanges and visitation negotiation in order to facilitate safe conflict free access to both of their parents and their family members for all children in need of services in Sheridan
 - c. Free visitation negotiation for all court appointees involved with the Child Support Enforcement Authority of Sheridan County
 - d. Supervised visitation for all court appointees involved with the Sheridan County Department of Family Services
 - e. Supervised visitation and or custody exchanges for all court appointees who have family violence protection orders
 - f. Participation in the Sheridan Child Protection Team
 - g. Participation in the Sheridan Coalition Against Domestic Violence
2. TERM: This Agreement shall commence on July 1, 2023, and continue in force until June 30, 2024.
3. COMPENSATION AND METHOD OF PAYMENT: The City agrees to pay the Contractor a total amount not to exceed **Twenty Thousand Dollars (\$20,000)** for the services set forth in paragraph 1. Payment is to be made quarterly, subject to paragraph 8.
4. USE OF FUNDS: Funds shall be used solely for the services described in paragraph 1. Specifically, funds shall not be used for:
 - a. Any costs outside the scope of the approved program
 - b. Personal injury compensation or damages arising out of or connected with the program
 - c. Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions, or commitments of this Agreement
 - d. Interest on bonds or other forms of indebtedness
 - e. Any costs arising out of or attributable to the Contractor’s malfeasance, misfeasance, mismanagement, or negligence
 - f. Buy-out of unused sick leave, vacation/administration leave time
 - g. Campaigning, lobbying, support of candidates or ballot measures for any election

5. REPORTING: The Contractor shall complete a semi-annual and an annual performance and financial report. These reports will be due January 15 and July 15, respectively. Upon the request of the City, a representative of the Contractor shall be required to make a presentation to the City of Sheridan Governing Body.
6. DEFAULT/TERMINATION: Any one or more of the following acts or omissions of this Agreement may constitute an event of default or termination.
 - a. A default shall be a violation of this agreement that does result in an immediate termination as described in paragraph 6(b). A default may be declared by either party by providing notice to the other. The defaulting party shall have thirty (30) days to cure the default. Failure to cure a default shall grant the non-defaulting party the right to terminate this Agreement. Defaults may include but are not limited to:
 - i. Failure to satisfactorily perform any required task, service, covenant or condition
 - ii. Failure to submit any report or provide notice required hereunder
 - iii. Failure to assure the City that it is capable of performing the obligations herein
 - iv. Failure to use funds in accordance with this Agreement
 - b. The City may terminate this Agreement upon notice to the Contractor for the following:
 - i. Dissolution, bankruptcy, or insolvency of the Contractor
 - ii. Contractor acted fraudulently, negligently or completed an application for funding which could be construed as fraudulent, materially incorrect or materially misleading
 - iii. Violation of any Federal, State or Local law
 - iv. Commission of a crime by the contractor or contractor's employee or subcontractor who is charged with a crime of fraud, embezzlement, theft or any felony
 - v. Failure of the General Purpose Excise Tax (One % Sales and Use Tax) to be approved by the voters
7. AMENDMENT: 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 by all parties to this Agreement.
8. AVAILABILITY OF FUNDS: Each payment obligation of the City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason. If funds are not allocated or available for continued performance of this Agreement, this Agreement may be terminated by the City. The City shall notify the Contractor at the earliest possible time if funds may not be available. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
9. AUDIT AND ACCESS TO RECORDS: The City and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Agreement for auditing purposes. These documents shall be retained by the Contractor for a period of three (3) years after the end of this Agreement or the termination date, whichever is first.
10. INSURANCE: It shall be the responsibility the Contractor to carry a policy of commercial general liability insurance, with liability limits in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Contractor. Contractor shall indemnify, save and hold harmless the City from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.
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.

City of Sheridan
City Clerk's Office
55 Grinnell Plaza
Sheridan, WY 82801

Contractor
Compass Center for Families/CASA
P.O. Box 6022
Sheridan, WY, 82801

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the date of mailing.

12. INDEPENDENT CONTRACTOR: The Contractor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the City of Sheridan for any purpose. Consistent with the express terms of this Agreement, the Contractor shall be free from control or direction over the details of the performance of services under this Agreement. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the City of Sheridan to incur any obligation of any kind on behalf of the City of Sheridan. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to City of Sheridan employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Agreement.
13. POLITICAL ACTIVITY: Contractor shall not use any funds received from the City to engage in any political activity designed to bolster or harm any political party, its specific political platform, Political Action Committee, ballot measure, or candidate for public office. Contractor may provide written or verbal information to individuals or candidates upon request provided such information is made available to the public at large on an equal basis. Contractor may sponsor public forums organized to educate the general public on issues relevant to the activities subject to this Agreement.
14. CONFLICT OF INTEREST: The Contractor certifies that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with performance of the services hereunder. In addition, Contractor guarantees that in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City.
15. KICKBACKS: Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this funding, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this funding.
16. APPLICABLE LAW, RULES OF CONSTRUCTION, AND VENUE: The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the Fourth Judicial District, Sheridan County, Wyoming.
17. ASSIGNMENT: Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Contractor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation.

18. COMPLIANCE WITH LAWS: Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. Failure to do so will give the City the right to immediately terminate this Agreement.
19. NON-DISCRIMINATION: In rendering services under this Agreement, Contractor shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
20. ENTIRETY OF AGREEMENT: This Agreement, consisting of 5 pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
21. FORCE MAJEURE: Neither party shall be liable for failure to perform under this Agreement if:
 - a. the failure to perform was caused by an impediment beyond its reasonable control;
 - b. that the impediment could not reasonably have been anticipated to occur prior to its occurrence; and
 - c. that the impediment could not reasonably be avoided or overcome.

Such examples could include but is not limited to acts of God, acts of nature, acts of terrorism, government orders, or quarantines. Provided, however, a party may not invoke this clause for failing to follow Federal or State guidelines concerning epidemics or pandemics which results in a quarantine or other form of impediment. The party to invoke this clause may not do so unless they have given notice to the other party no later than five (5) business days following the force majeure event and provide a report of the actions taken to avoid the impediment.

22. INDEMNIFICATION: Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Contractor's activities in relation to this Agreement.
23. SEVERABILITY: Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
24. GOVERNMENTAL IMMUNITY: The City of Sheridan expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*
25. 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 so as to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall be solely to their benefit. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.
26. TITLES NOT CONTROLLING: Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

27. **WAIVER:** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
28. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties, and there are no other terms or conditions, oral or written, concerning, or controlling this matter. Time is of the essence hereof.
29. **SIGNATURES:** The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

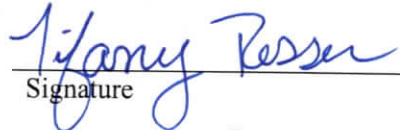
IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement on: _____, 2023.

CITY OF SHERIDAN, WYOMING

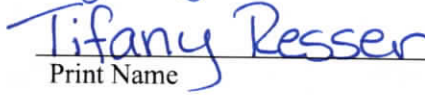
COMPASS CENTER FOR FAMILIES/CASA




Rich Bridger, Mayor




Signature



Print Name



Title

ATTEST:


Cecilia Good, City Clerk