

FUNDING AGREEMENT  
(COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY)

PART I - AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming (hereinafter referred to as "City"), and the Community Action Partnership of Natrona County, 800 Werner Court, Suite 201, Casper, Wyoming 82601 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the voters of Natrona County approved the Optional 1%#15 Sales Tax in November, 2014; and, a recommendation of the Casper City Council was funding for Contractor to be used for the Human Services Support Expansion; and,

WHEREAS, the City will budget Optional 1%#15 Sales Tax funds for a portion of said project.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Contractor shall utilize Optional 1%#15 Sales Tax funds provided by City solely for funding the following:

- Community Action Partnership of Natrona County will provide funding to City of Casper human service agencies in the following areas: low income, homeless, family violence, sexual assault, substance abuse, senior citizens, juvenile justice/delinquency, child care, developmental disabilities, mental health, and other at risk populations.
- Community Action Partnership of Natrona County will provide oversight and monitoring for all agencies receiving funds.

2. TIME OF PERFORMANCE:

Contractor shall complete the terms of this agreement no later than June 30, 2019.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Agreement, Contractor shall be compensated in the amount of Eight Hundred Fifty-Eight

Thousand Nine Hundred Fifty Nine Dollars (\$858,959), from Optional 1%#15 Sales Tax Funds.

- B. The compensation will be scheduled over the course of Fiscal Years 2016, 2017, 2018, and 2019 in the amount of Two Hundred Fourteen Thousand, Seven Hundred Thirty-Nine Dollars and Seventy-Five Cents (\$214,739.75) per year, plus any remaining balance from the previous year(s).

4. METHOD OF PAYMENT:

Payment to the Contractor will be made by the City following receipt of an invoice by the City which identifies the appropriate expenditures incurred by the Contractor for the Human Services Support Expansion.

Contractor agrees to promptly pay as they come due all claims, debts, and charges which it may incur as a result of the scope of services herein contained and shall hold and save City harmless from any such claims and debts.

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures for each year funding is received.

6. ACCESS TO RECORDS:

Contractor agrees to give City general access to all agency records in connection with this agreement.

7. TERMS AND CONDITIONS:

This agreement is subject to and incorporates the provisions attached hereto as Part II - General Terms and Conditions.

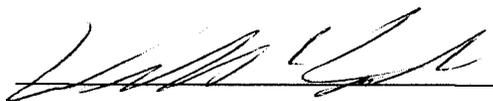
8. EXTENT OF AGREEMENT:

This agreement represents the entire agreement by and between the parties, and supersedes all previous negotiations, representations, and agreements, whether written or oral. This agreement may be amended only by written instrument executed by both City and Contractor.

IN WITNESS WHEREOF, City and Contractor have executed this agreement as of the date first above written.

APPROVED AS TO FORM:

Funding Agreement – Community Action Partnership of Natrona County

A handwritten signature in black ink, appearing to be "V. H. McDonald", written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V. H. McDonald  
City Clerk

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Charlie Powell  
Mayor

ATTEST:

COMMUNITY ACTION  
PARTNERSHIP OF NATRONA  
COUNTY

---

Ryan Klinger  
Secretary / Treasurer

---

Nichole Collier  
Board Chair

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### 2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

#### 3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### 4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision,

and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is

altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

FUNDING AGREEMENT  
(POVERTY RESISTANCE FOOD PANTRY)

PART I - AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming (hereinafter referred to as "City"), and the Poverty Resistance Food Pantry, 450 S. Wolcott, Casper, Wyoming 82601 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the voters of Natrona County approved the Optional 1%#15 Sales Tax in November, 2014; and, a recommendation of the Casper City Council was funding for Contractor to be used for Food Pantries City of Casper; and,

WHEREAS, the City will budget Optional 1%#15 Sales Tax funds for a portion of said project.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Contractor shall utilize Optional 1%#15 Sales Tax funds provided by City solely for funding the following:

- Purchase, update, repair equipment, heavy duty carts, shelving, pallet jacks, commercial refrigeration/freezers, installation of equipment (ex. electrical, cement pads for commercial units). Repair/update buildings i.e.: gutters, patch/replace roofing, install commercial sinks. Repair/update/purchase/ maintenance of vehicles.
- Possible purchase of a refrigerated truck to pick up restaurant rescue food items to distribute to people through various food pantries.

2. TIME OF PERFORMANCE:

Contractor shall complete the terms of this agreement no later than June 30, 2019.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Agreement, Contractor shall be compensated in the amount of One Hundred Thirty-Seven Thousand Five Hundred Twenty-Four Dollars (\$137,524), from Optional 1%#15 Sales Tax Funds.

B. The compensation will be scheduled over the course of Fiscal Years 2016, 2017, 2018, and 2019 in the amount of Fifty-Five Thousand Ten Dollars (\$55,010) in year 2016 and Twenty-Seven Thousand Five Hundred Four Dollars and Sixty-Seven Cents (27,504.67) per year thereafter, plus any remaining balance from the previous year(s).

C. The compensation will then be divided into to proportionate shares amongst the five food pantries: Casper Faith Assembly of God Church Casper Faith Food & Clothing Pantry), College Heights Oasis Food and Clothing Pantry, First Church of the Nazarene, Holy Cross Center, Inc., Poverty Resistance Food Pantry.

4. METHOD OF PAYMENT:

Payment to the Contractor will be made by the City following receipt of an invoice by the City which identifies the appropriate expenditures incurred by the Contractor for Food Pantries City of Casper.

Contractor agrees to promptly pay as they come due all claims, debts, and charges which it may incur as a result of the scope of services herein contained and shall hold and save City harmless from any such claims and debts.

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures for each year funding is received.

6. ACCESS TO RECORDS:

Contractor agrees to give City general access to all agency records in connection with this agreement.

7. TERMS AND CONDITIONS:

This agreement is subject to and incorporates the provisions attached hereto as Part II - General Terms and Conditions.

8. EXTENT OF AGREEMENT:

This agreement represents the entire agreement by and between the parties, and supersedes all previous negotiations, representations, and agreements, whether written or oral. This agreement may be amended only by written instrument executed by both City and Contractor.

IN WITNESS WHEREOF, City and Contractor have executed this agreement as of the date first above written.

APPROVED AS TO FORM:  
Funding Agreement – Poverty Resistance Food Pantry

  
ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

ATTEST:

\_\_\_\_\_  
Mary Ann Budenske  
Secretary and Treasurer

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charlie Powell  
Mayor

POVERTY RESISTANCE  
FOOD PANTRY

\_\_\_\_\_  
Rickey Hahn  
President

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### 2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

#### 3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### 4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision,

and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is

altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.