

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE LANDER
CHAMBER OF COMMERCE AND THE CITY OF LANDER

1. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between and the LANDER CHAMBER OF COMMERCE of Lander, Wyoming, hereinafter referred to as “Chamber”, whose address is 100 North 1st Street, Lander, WY 82520 and The City of Lander, hereinafter referred to as “City”, whose address is 240 Lincoln Street, Lander, WY 82520.
2. The purpose of this MOU is to outline certain services the Chamber will furnish to the City; and conversely the City shall provide services and financial support to the Chamber. Both parties agree herein that any and all services provided by each party shall be mutually beneficial.
3. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and remain in effect for a term of 4 years until June 30, 2028 or until terminated in writing by either party as hereinafter set forth.
4. The Chamber shall provide the following:
 - a. Promotion and Marketing
 - i. The Chamber shall market Lander as a premier destination for travel, business, and events. This includes promotion of and to chamber members, local businesses, visitor services, and tourism support.
 - ii. Provide City with advertising information for Chamber events and functions for the digital signs by filling out the City application.
 - b. Visitor Support Services
 - i. The Chamber shall provide welcome bags for events, distribute visitor information packets, and produce an annual travel and relocation guide.
 - ii. The Chamber shall operate the Lander Visitor Center Monday through Friday and additionally on Saturdays from Memorial Day through September, maintain public restrooms, and ensure their accessibility during business hours.
 - c. Reporting and Financial Management
 - i. The Chamber shall provide quarterly updates to City staff and council on visitor services, including in-office contacts, welcome bags, and visitor information packets.
 - ii. The Chamber shall responsibly manage the City’s annual contribution of \$15,000 for the services outlined in this MOU. The

Chamber may present a budget request in excess of \$15,000 during the City's annual budget process.

- iii. The Chamber shall responsibly manage the Tourism Asset Development (TAD) Grant budget and program with a review committee as allowed for in the WRVC TAD Program.
- iv. The Chamber will keep City staff and council members informed of news, functions, and events.
- v. The Chamber will allow the council liaison to attend Chamber meetings as long as there is a financial obligation

~~4. The Chamber shall provide the following:~~

- ~~a. Chamber members, Business, Visitor Services, and tourism support defined by Chamber Convention, relocation, and visitor information packages.~~
- ~~b. Director, or approved Chamber Board member, to act as City appointed member to the Wind River Visitors Council.~~
- ~~c. Maintain a Chamber website and social marketing media, including, but not limited to, community calendars.~~
- ~~d. Promote the City of Lander as a destination for travel, business, and banner events, including but not limited to conferences, and sports and recreation events; including but not limited to:
 - ~~i. Attend Wyoming Tourism conference~~
 - ~~ii. Market Lander with print material, social media, website, newsletter, etc. and track data for City budget purposes.~~
 - ~~iii. Attend local and state conferences as identified by the Chamber to distribute travel packets, maps, brochures, amenities, and other print material.~~
 - ~~iv. Develop a convention promotional packet with information on Hotel scheduling, food/catering availability, LCCC and other conference venues, golf, casino and other local activity packages through promoting and working with their membership.~~
 - ~~v. Communicate to the City the number of contacts for tourism and travel and LCCC bookings on a minimum frequency of an annual basis;~~
 - ~~vi. Present an itemized budget request to the City annually.~~~~
- ~~e. Perform maintenance and bookings for stage located at Jaycee Park.~~
- ~~f. Obtain prior approval from City for Chamber to purchase equipment, signage, Christmas lights or decorations, or other similar items or property, which may be used, installed, and maintained by the City.~~

5. The City shall provide the following:

- a. Promotion and Marketing:
 - i. Recognize the Lander Chamber of Commerce as the City's official business organization.
 - ii. Display Chamber events and functions on digital signs, as requested by Chamber staff, at no fee.

- b. Visitor Support Services:
 - i. Refer inquiries regarding welcome bags, visitor information packets, and travel and relocation guides to the Chamber.
 - ii. Recognize the Lander Chamber of Commerce as the City's official visitor center and provider of tourism support services.
- c. Reporting and Financial Management:
 - i. Add Chamber of Commerce to City Council agendas to provide updates upon request of the Chamber.
 - ii. Make an annual contribution of no less than \$15,000 for the services outlined in this MOU. The Chamber may present a budget request in excess of \$15,000 during the City's annual budget process.
 - iii. The City will provide a member for the Tourism Asset Development review committee.
 - iv. Provide the Chamber with updated contact information for City staff and council members annually so they are kept up to date on news, functions, and events.
 - v. The City will provide a council liaison to Chamber board as long as there is a financial obligation.

5. ~~The City shall provide the following:~~

- a. ~~Annual contribution of no less than \$15,000 for services outlined above. The City will allow the Chamber to present a budget request in excess of \$15,000 during the annual budget process.~~
- b. ~~Send merchant, visitor, and convention referrals to Chamber.~~
- c. ~~Recognition of the Chamber as the City's official business chamber, visitor center, and tourism support.~~
- d. ~~Any Chamber purchased equipment, signage, Christmas lights or decorations, or other similar items shall be used, installed, and maintained by the City as those items were intended.~~
- e. ~~Allow Chamber volunteer labor to be performed within the limits of the City of Lander and said volunteer labor shall have prior approval by the City and mutually agreed to by both parties.~~
- f. ~~Donations made to the Chamber for the benefit of the City for beautification, tourism, and business development shall be first given to the City and then paid to the Chamber.~~

6. PRINCIPAL CONTACTS OF THE PARTIES

City of Lander

Rachelle Fontaine, City Clerk
 240 Lincoln Street
 Lander, Wyoming 82520
 Phone: 307-332-2870
 Fax: 307-332-1554
 Email: rfontaine@landerwyoming.org

Lander Chamber of Commerce

Owen Sweeney, CEO
 100 North 1st
 Lander, Wyoming 82520
 Phone: 307-332-3892
 Fax: 307-332-3548
 Email: director@landerchamber.org

7. GENERAL PROVISIONS

- a. Amendments. This MOU constitutes the entire agreement between the parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all the parties.
- b. Applicable Law. The constitution, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the District Court of Fremont County, Wyoming.
- c. Termination. This MOU may be terminated without cause by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
- d. Entirety of Agreement. This MOU, 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. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- f. Sovereign Immunity. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. §1-39-101 et seq. by entering into this MOU. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU, available to it pursuant to W.S. §1-39-104 (a) and all other state law.

SIGNATURES. IN WITNESS WHEREOF, the parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signatures last affixed to this page.

IN WITNESS WHEREOF, the parties have executed this agreement at Lander, Wyoming on the dates indicated below.

CITY OF LANDER:

BY:

Monte Richardson

ATTEST:

Rachelle Fontaine, City Clerk

LANDER CHAMBER
OF COMMERCE, Lander, Wyoming

BY:

CEO

ATTEST:

Title:

