

MEMO OF UNDERSTANDING BETWEEN THE CITY OF LANDER AND THE LANDER ECONOMIC DEVELOPMENT ASSOCIATION

Dated this 11th day of March 2025, the City of Lander Wyoming (CITY) a Wyoming municipal corporation, and the Lander Economic Development Association (LEDA), a Wyoming Economic Development Organization, enter this Memo of Understanding (MOU) for economic development purposes.

Whereas LEDA has the expertise to provide economic development efforts and general area marketing, and is willing to provide those services for CITY; and,

Whereas the City Council of CITY has determined that the services of LEDA can provide an effective and efficient means for promoting economic development efforts for the community.

Whereas the original agreement of December 21, 2022, needs to be revoked and updated due to removing LEDA duties for reviewing and approving Lander Investments for Tomorrow (LIFT) application process and changes to their bylaws.

The parties agree as follows:

I. SERVICES AND RESPONSIBILITIES

CITY agrees to recognize LEDA as the primary economic development organization for the community and within the limitations and exclusions expressed elsewhere in this MOU and by statute, to communicate and coordinate CITY activity in the areas of economic development with LEDA. Representatives of LEDA and CITY shall maintain communications and meet, as needed, to discuss economic development efforts under this MOU.

LEDA may enter into joint contracts with the CITY for any mutually agreed upon project or program, but LEDA may not be the sole signatory where the project or program requires City sponsorship and/or City funding obligations.

LEDA agrees to provide the following economic and community development services for the CITY including, but not limited to:

- 1) Act as the primary point of contact for the following programs, as appropriate:
 - a) Wyoming Business Council Grant/Loan programs
 - b) Tribal Economic Development Associations and Councils
 - c) Wyoming Economic Development Association (WEDA)
 - d) Wyoming Rural Development (USDA)
 - e) Wyoming Department of Workforce Services, including Workforce Development
 - f) U.S. Economic Development Association (EDA)
 - g) Other Federal Development Programs

h) Incoming business leads and referrals, in Cooperation with CITY Staff

2) soleCommunication – LEDA will provide:

- a) Updates to CITY on economic development programs quarterly or as appropriate.
- b) Annual financial reporting to CITY and allow the CITY, or its representative, from time to time to inspect and review LEDA's books and records related to this MOU.
- c) Periodic update / promotion regarding upcoming events (Wyoming Outdoor Weekend, participation in key state or regional meetings, etc.).
- d) Information on any updates to LEDA's bylaws that affect the responsibilities of this agreement.

3) City Representation on LEDA - LEDA agrees to maintain as voting members of its Board, one member of the City Council and /or City Staff member.

4) Business Support - LEDA

- a) Entrepreneurial development
- b) Business retention
- c) Leadership training
- d) New business recruiting
- e) Management of any subcommittees such as WOW, Business Retention and expansion, ED subcommittees and others as appropriate.

The CITY agrees to provide the following.

- 1) Annual contribution of funds to LEDA as decided through the CITY's annual budget process, which begins in March of each year and is approved in June.
- 2) The City will allow LEDA to present a budget request utilizing funds from the WBC revenue recapture projects during the annual budget process.
- 3) Provide a point of contact for sharing financial information and Recommending improvements and changes to grant and loan applications.
- 4) City Representation on LEDA – City agrees to provide a council liaison and/or a City staff person to act as a voting member of LEDA.

II. **TERM.** This MOU shall be in force from March 11, 2025 until such time as it officially rescinded or subsequently revised in writing by either party.

III. **TERMINATION.** This MOU may be terminated by either party upon sixty (60) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party's usual place of business. Upon the effective date of termination, all duties, and responsibilities of the parties, one to the other shall cease.

IV. **CONFORMANCE WITH LAWS.** LEDA agrees to comply with all municipal, state, and federal ordinances, laws, rules, and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.

V. **GOVERNMENTAL IMMUNITY.** Nothing contained in this MOU is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the CITY to any amount or situation wherein liability would not lie, or would be limited, in the absence of this MOU.

VI. **MODIFICATION.** No modification of the terms of this MOU shall be effective unless such modification is in writing and signed and dated by the parties.

VII. **ASSIGNMENT.** This MOU is not assignable without prior written consent of the parties.

VIII. **CHOICE OF LAW.** The laws of the State of Wyoming govern this MOU.

IX. **ENTIRE AGREEMENT.** This document constitutes the entire agreement of the parties, superseding all previous agreements between CITY and LEDA.

X. **RELATIONSHIP OF PARTIES** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other, except for LEDA to represent themselves as the Economic Development Agent for the CITY. This MOU is not meant to create the expectation that LEDA is a CITY entity or that any of LEDA's Board members or employees are CITY employees.

SIGNATURES ON NEXT PAGE

**MEMO OF UNDERSTANDING BETWEEN THE CITY OF LANDER AND THE
LANDER ECONOMIC DEVELOPMENT ASSOCIATION**

CITY OF LANDER:

BY: _____

Missy White, Mayor

DATE: _____

ATTEST: _____

Rachelle Fontaine, City Clerk

LANDER ECONOMIC DEVELOPMENT ASSOCIATION:

BY: _____

Stacy Hall, President

DATE: _____

ATTEST: _____