

WAYFINDING SIGNAGE PURCHASE AND INSTALLATION AGREEMENT

This Wayfinding Signage Purchase and Installation Agreement ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between:

Natrona County Travel & Tourism Council, d/b/a Visit Casper, a Wyoming joint powers board with its principal offices at 139 W 2nd Street, Suite 100, Casper, Wyoming 82601 ("Visit Casper"),

and

City of Mills, a Wyoming municipal corporation with its principal offices at 1315 W 4th Street, Mills, Wyoming 82644 ("City").

Visit Casper and the City may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which Visit Casper will procure, through a competitive Request for Proposals (RFP), the production and installation of wayfinding signage within the City of Mills, Wyoming, for the benefit of visitor navigation, placemaking, and tourism support.

2. SCOPE OF PROJECT

2.1 General Scope. Visit Casper shall issue and administer an RFP for the design (if applicable), fabrication, and installation of wayfinding signage within the City of Mills ("Project").

2.2 Budget Cap. Total project costs shall not exceed **Twenty-Five Thousand Dollars (\$25,000.00)**, inclusive of all design, fabrication, materials, installation, and related costs.

2.3 Vendor Relationship. The selected signage vendor shall be under contract with Visit Casper. The City shall coordinate directly with the selected vendor for purposes of proofing, design approval, and final placement of signage.

3. CITY OF MILLS RESPONSIBILITIES

The City shall:

3.1 Determine Sign Locations. Identify and determine all desired signage locations within the City limits.

3.2 Design Election. Either: - Adopt the Natrona County Wayfinding Signage design created for the City of Mills; **or** - Provide its own signage design for use in the Project.

3.3 Information Deadline. Provide Visit Casper with finalized signage design(s), content, and proposed locations no later than **February 14, 2026**.

3.4 Vendor Coordination. Work directly with the selected signage vendor to: - Review and approve final signage content and design; - Finalize signage locations; - Ensure signage meets City standards, ordinances, and approvals.

3.5 Approvals and Access. Secure all necessary City approvals, permissions, and site access required for installation.

4. VISIT CASPER RESPONSIBILITIES

Visit Casper shall:

4.1 RFP Issuance. Issue an RFP incorporating the details provided by the City no later than **February 20, 2026**.

4.2 Bid Schedule. Administer the following procurement timeline: - Vendor bid submission deadline: **March 6, 2026** - Vendor selection: **March 9, 2026** - Vendor notification: **March 9, 2026** - Vendor contract finalization: **March 13, 2026**

4.3 Contract Administration. Enter into and administer a contract with the selected vendor consistent with this Agreement.

4.4 Payment. Make payments to the vendor as set forth in Section 6.

5. PROJECT COMPLETION

5.1 Completion Deadline. The Project must be fully completed, including fabrication and installation of all signage, no later than **May 29, 2026**.

5.2 Acceptance. Completion shall be deemed achieved upon confirmation by the City that signage has been installed in approved locations and in accordance with approved designs.

6. PAYMENT TERMS

6.1 Payment Structure. Visit Casper shall pay the selected vendor as follows: - Fifty percent (50%) deposit upon execution of the vendor contract; and - Fifty percent (50%) final payment upon full project completion.

6.2 No City Financial Obligation. The City shall not be financially responsible for vendor payments under this Agreement unless otherwise amended in writing.

7. INDEPENDENT CONTRACTORS

The Parties acknowledge that Visit Casper and the City are independent governmental entities. Nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship.

8. SOVEREIGN IMMUNITY; INDEMNIFICATION

8.1 No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of sovereign or governmental immunity by either Party. All obligations are subject to the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101 et seq., and all other applicable laws.

8.2 Mutual Responsibility. Each Party shall be responsible for its own acts, omissions, and conduct, and those of its officers, employees, and agents, to the extent allowed by Wyoming law.

8.3 Vendor Liability. The selected vendor shall be solely responsible for any claims, damages, losses, or liabilities arising out of its work, including but not limited to design, fabrication, installation, or site activities.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect until completion of the Project and final payment, unless earlier terminated in accordance with this Section.

9.2 Termination for Convenience. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party. In the event of termination, Visit Casper shall be responsible only for authorized, non-cancellable costs incurred prior to the effective date of termination, subject to the \$25,000 budget cap.

9.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice.

10. AMENDMENTS

This Agreement may be amended only by written instrument executed by authorized representatives of both Parties.

11. GOVERNING LAW; VENUE; JOINT POWERS AUTHORITY

11.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action arising under this Agreement shall lie exclusively in Natrona County, Wyoming.

11.2 Joint Powers Authority. Visit Casper enters into this Agreement pursuant to the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-101 through 16-1-111. Nothing herein shall expand or limit the statutory authority of Visit Casper or the City beyond that granted by Wyoming law.

12. PUBLIC RECORDS; SEVERABILITY

12.1 Public Records. This Agreement and all records generated in connection herewith are subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et seq. Each Party shall comply with applicable public records obligations for documents within its custody or control.

12.2 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. ; SEVERABILITY

This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior negotiations, representations, or agreements, whether written or oral. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements.

Each Party represents that it has full authority to enter into this Agreement.

13. EXHIBITS

The following exhibit is incorporated by reference and made a part of this Agreement:

- **Exhibit A:** Natrona County MPO Wayfinding Signage Plan (as adopted or amended)
- **Exhibit B:** Project Timeline

14. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

NATRONA COUNTY TRAVEL & TOURISM COUNCIL (VISIT CASPER)

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MILLS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

NATRONA COUNTY MPO WAYFINDING SIGNAGE PLAN

The Project may be informed by and, unless otherwise approved in writing by the City, generally consistent with the [**Natrona County Metropolitan Planning Organization \(MPO\) Wayfinding Signage Plan**](#), including but not limited to:

- Overall wayfinding hierarchy and sign typologies;
- Design standards, materials, and visual consistency;
- Placement principles and sightline considerations;
- Integration with regional and countywide wayfinding systems.

The City of Mills retains final authority over sign locations, content, and design within its municipal boundaries. In the event of any conflict between this Agreement and the [**MPO Wayfinding Signage Plan**](#), the terms of this Agreement and the City's written approvals shall control.

EXHIBIT B

PROJECT TIMELINE

Milestone	Responsible Party	Deadline
Finalize signage design, content, and locations	City of Mills	February 14, 2026
Issue RFP	Visit Casper	February 20, 2026
Vendor bid submission deadline	Vendors	March 6, 2026
Vendor selection and notification	Visit Casper	March 9, 2026
Vendor contract execution	Visit Casper	March 13, 2026
Proofing and final placement coordination	City of Mills & Vendor	March–May 2026
Project completion	Vendor	May 29, 2026