# CONTRACT FOR PROFESSIONAL SERVICES FOR STRATEGIC FUNDING SERVICES BETWEEN ADVANCE CASPER AND SUSTAINABLE STRATEGIES DC

This contract for services is made effective as of the first day of July 2025 between Advance Casper and Sustainable Strategies DC (hereafter "S<sup>2</sup>"), for the provision of professional strategic consulting and grant-writing services by S<sup>2</sup> for Advance Casper, the City of Casper, the City of Mills, and Visit Casper.

# **SCOPE OF SERVICES**

S<sup>2</sup> shall continue to provide the following services to Advance Casper, the City of Mills, and Visit Casper:

- 1.) Retainer Client Suite of Services: S2's retainer clients receive a suite of services designed to keep them out ahead of federal, state, and philanthropic funding opportunities, as well as engaged in key policy issues that impact similarly situated municipalities. This includes our weekly S2 Spotlight newsletter that advises clients of upcoming grant opportunities, as well as Client Alert memos that include detailed information about funding announcements, white papers on relevant federal policy changes, and opportunities to weigh in on issues of importance to local governments. Also, as part of our retainer services, S2 will be on-call with the Greater Casper partners to provide strategic consulting and advice on project development to competitively position Casper for resource leveraging. S2 will help track priority projects for each jurisdiction, recommending upcoming funding opportunities that are in alignment with priority projects to pursue. Deliverables include:
  - Weekly S<sup>2</sup> Spotlight newsletter and bi-monthly Client Alert Memos about new funding opportunities sent to designated representatives from Advance Casper, City of Mills, and Visit Casper.
  - On-call availability for advising for Advance Casper, City of Casper, City of Mills, and Visit
    Casper on funding for projects and project development for duration of 1-year retainer
    contract.
  - These strategic consulting services are designed to assist each participating jurisdiction in advancing progress on priority projects and will be provided ongoing to each participating jurisdiction for the duration of the contract.
- 2.) Grant-Writing & Advocacy Assistance: S<sup>2</sup> will prepare up to four grant applications to state, federal, and/or philanthropic funding opportunities, aligning with the community's priority needs. S<sup>2</sup> will also work the four participating jurisdictions to submit Community Project Funding (CPF) requests for priority projects under this retainer. For each grant proposal, S<sup>2</sup> will:
  - > Prepare a memo outlining the steps the stakeholders must take to gather the appropriate information for the proposal (data, maps, photos, attachments, etc.);
  - > Prepare a briefing sheet and template letters of support for distribution to project supporters;
  - > Develop the grant narrative and compile all relevant attachments;

> Develop and implement an advocacy strategy for securing support from relevant agency and elected officials.

#### Deliverables include:

- Up to four grant application submissions for priority projects selected collectively by the four
  jurisdictions. The City of Casper will have priority for up to two grant applications, given their
  share of the contract. Community Project Funding requests for participating jurisdictions.
- 3.) Annual D.C. Trip: In addition to advocacy on a per project basis, S<sup>2</sup> will plan a trip (virtual or inperson) for representatives of the City of Casper, City of Mills, Advance Casper, and Visit Casper to Washington, D.C., to meet with federal agency officials and the Wyoming Congressional delegation to build important relationships and support for Casper's projects and pending or planned funding applications. This will include compiling briefing sheets, developing talking points, and setting up and attending meetings. Travel expenses for the participants will be the responsibility of each participating jurisdiction. Deliverables include:
  - Meetings arranged with Congressional Delegation and key agency officials at date during retainer relationship to be mutually agreed upon by designated attendees from each participating jurisdiction.
  - Briefing materials prepared for participants from each jurisdiction to highlight priority projects for the trip, prepared and delivered to the participants at least 1-week ahead of the trip.

## **COMPENSATION TERMS AND PROCESS**

- 1.) Payment for Services: S<sup>2</sup> will be paid a flat rate of \$69,600, to be paid as a monthly retainer of \$5,800 over the period of one year, to perform the Scope of Services above. S<sup>2</sup> will bill Advance Casper monthly and expect payment within 30 days. The contract will be divided into five shares. Advance Casper will bill the City of Casper for two shares (\$27,840), City of Mills for one share (\$13,920), and Visit Casper for one share (\$13,920), and will pay the remaining one share (\$13,920).
- 2.) Reimbursable Costs: Advance Casper and/or each participating jurisdiction shall reimburse S<sup>2</sup> for reimbursable costs incurred in connection with the services rendered. Reimbursable costs include travel costs that are attributable to work with Advance Casper or one of the other participating jurisdictions. If, for example, only City of Casper staff attend the DC trip, then only City of Casper will be responsible for reimbursable costs in connection with the trip. Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, and all costs associated with travel. All extraordinary travel expenses must receive written approval from Advance Casper or the other participating jurisdictions. S<sup>2</sup> shall provide substantiation of all costs incurred.
- 3.) <u>Invoicing</u>: Payment is due upon receipt and is past due 30 business days from receipt of invoice. If Advance Casper has any valid reason for disputing any portion of an invoice, Advance Casper will so notify S<sup>2</sup> within 10 calendar days of receipt of invoice, and if no such notification is given, the invoice will be deemed valid. The portion of Advance Casper's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

## **MISCELLANEOUS**

- 1.) Standard of Care: S<sup>2</sup> warrants that it services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise.
- 2.) Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.
- 3.) <u>Assignment</u>: S<sup>2</sup> acknowledges that its identity, capacity, and ability to provide the services contemplated herein constitute a material consideration for Advance Casper having entered into this agreement. Therefore, this agreement and the performance of services hereunder is not assignable or transferable by S<sup>2</sup> without the prior written consent of Advance Casper, which such consent shall be granted or denied solely at the Advance Casper's discretion.
- 4.) Disputes: S<sup>2</sup> and Advance Casper recognize that disputes arising under this Agreement are best resolved at the working level by the parties. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Failing resolution of conflicts at the organizational level, S<sup>2</sup> and Advance Casper agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless S<sup>2</sup> and Advance Casper mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement. If any disputes arise between the parties, the parties agree that this agreement, the performance of services under this agreement, and the terms of this agreement shall be governed by the laws of the State of Wyoming. The parties further agree that the appropriate venue for any actions arising out of this agreement shall be in Casper, Wyoming.
- 5.) Force Majeure: S<sup>2</sup> shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Advance Casper	City of Casper	
7-7	40	
November 6,2025		-
Date	Date	_
	Date	

City of Mills	Visit Casper
	A 7/57
Date	1/-7-25 Date
Sustainable Strategies DC	
Cashy Balish	
7/1/25 Date	