

COUNCIL WORK SESSION
Tuesday, November 24, 2015, 4:00 p.m.
Casper City Hall
Council Meeting Room

AGENDA

4:00 – 4:10	Planning & Zoning Commission Interviews
4:10 – 4:30	Executive Session - Personnel
4:30	Regular Work Session

AGENDA

1. EPA Brownfields Assessment Federal Grant Application
2. 2016 Municipal Golf Fees
3. CAEDA's CEDS Grant
4. 2017 Eclipse Director Contract
5. FY2016 Budget Report
6. State Building Location Discussion
7. Future Agenda Review
8. Council Around the Table

November 16, 2015

MEMO TO: V.H. McDonald, City Manager
FROM: Liz Becher, Community Development Director 
SUBJECT: EPA Brownfields Assessment Grant application

Request:

Staff is seeking Council's approval to submit a grant application to the United States Environmental Protection Agency (EPA) for a Brownfields Assessment Grant.

Summary:

Staff was awarded a scholarship to participate in a state-wide Brownfields workshop in August 2015 by the Wyoming Department of Environmental Quality (WDEQ). The workshop introduced participants to the EPA Brownfields grant programs, profiled state municipalities who had been successful in submitting grant applications and highlighted their projects, stepped through the components of a successful grant application, outlined potential uses of award funds, and provided network opportunities with contractors who had prepared the grant applications for the successful municipalities. Following the workshop, the WDEQ strongly suggested that Casper prepare a Community-Wide Assessment Grant application to the EPA to assist the redevelopment activities in the Old Yellowstone District.

The purpose of the EPA Brownfield Assessment grant is to assess environmental conditions of public and/or private property located within the applicants jurisdictional limits. The EPA Assessment Grant would be submitted by the City of Casper as a community-wide assessment grant proposal, and therefore, no site eligibility or property ownership eligibility criterion is needed at this time. If the City is awarded a grant and the City enters into a cooperative agreement with the EPA, the City would then be required to determine which properties would need environmental assessment funding from the EPA, and a request for monies to expend on a particular site would be requested. The award amounts from the EPA for assessment grants are typically in a range from \$200,000 - \$400,000. No financial match is required by the City of Casper.

Staff has selected a contractor to prepare the grant application on behalf of the City. Ayres Associates (Madison, WI) has met with staff on several occasions, and wrote the successful Brownfield Assessment grant for the City of Cheyenne. They are very familiar with the City of Casper, having spent time in the State doing previous environmental research. The grant application would be submitted the first week of December 2015. The actual date of potential award of the grant is at the discretion of the EPA; however, it is reasonable to assume that the EPA Grant program would announce to the City whether our grant would be funded by mid-to-late May 2016. A contract would then be finalized between the City and the EPA. With Council's approval, staff will complete the first step in this process and submit the application.

November 3, 2015

Memo To: V H McDonald , City Manager

From: Doug Follick, Leisure Services Director *DF*
Alan Kieper, Special Facilities Manager *AK*
Joe Fernau, Golf Course Superintendent

Subject: 2016 Municipal Golf Course Fees

Recommendation:

That Council, by resolution, approve fee increases for the Municipal Golf Course, effective April 1, 2016.

Summary:

An annual staff review of golf budget incomes/expenses, along with a review of similar golf course operations, indicates the need for certain fee changes. Decreasing income and increased costs associated with capital equipment, capital projects, fuel, course improvements, and utilities necessitate the proposed fee increases. Using current Wyoming and surrounding area golf course fee comparisons and trends, the proposed fee changes remain in line with Casper and surrounding courses.

To summarize, over the past 16 years (2000 to 2015): 4 years there were **no fee increases**, 3 years there were increases in all categories, 5 years only green and/or cart fees were increased, 4 years only season passes were increased, and 2000 was the base comparison year. While the fee increases listed below do not make up for the average 5 year deficit, they represent a compromise of season pass/golf cart rental fee increases that are within market, and attempt to reduce deficit operations. The Leisure Services Advisory Board has recommended approval of the golf course fee increase.

<u>Fee Category</u>	<u>Current Fees</u>	<u>Proposed Fees</u>
Season Passes:		
Adult (19 years of age & older)	\$550	\$575 (+\$25)*
Half-Season (after July 1 st)	\$350	\$350 no change
Youth (13-18 yrs. – was Junior)	\$250	\$250 no change
Child (12 yrs. and under – new)	\$125	\$125 no change
Green Fees:		
9 Holes (weekdays/weekend)	\$20/\$22	\$20/\$22 no change
18 Holes (weekdays/weekend)	\$32/\$34	\$32/\$34 no change

9 Holes (Youth Special)	\$10	\$10 no change
18 Holes (Youth Special)	\$15	\$15 no change
Cart Rental		
9 Holes of Play	\$18	\$18 no change
18 Holes of Play	\$30	\$30 no change
Golf Cart Trail Fees:		
2001 Season & Beyond	\$300/season	\$300/season

A resolution is attached for Council's consideration.

* The Casper Municipal Golf Course will offer a pre-season pass discount of \$25 (\$550 vs. \$575) once the new fees are approved, good until April 1st, of 2016; this is similar to the ski area pre-season pass discount that the golfing public has been asking for.

RESOLUTION NO. _____

A RESOLUTION RESCINDING RESOLUTION NO. 14-274 AND ESTABLISHING FEES FOR USE OF THE CASPER MUNICIPAL GOLF COURSE.

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various recreational facilities shall bear a portion of the cost of servicing, maintenance, improving these facilities; and,

WHEREAS, it is necessary to review the fees and use of the facilities on a regular basis, and revise said fees and use as necessary, in order to facilitate the foregoing policy.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees, charges, and use are hereby established for the Municipal Golf Course, effective April 1, 2016:

1. Memberships:
 - A. Adult (19 years of age and older) \$575 per year
 - B. Youth (13-18 years of age) \$250 per year
 - C. Child (12 years of age and under) \$125 per year
 - D. Half-Season (on sale after July 1st) \$350 per season

2. Greens Fees:
 - A. 9 Holes \$20.00 (weekdays)
\$22.00 (weekends)
 - B. 9 Holes (Youth Special)** \$10.00 (weekdays & weekends)
 - C. 18 Holes \$32.00 (weekdays)
\$34.00 (weekends)
 - D. 18 Holes (Youth Special)** \$15.00 (weekdays & weekends)

3. Golf Cart Rental:
 - A. 9 Holes \$18.00 (weekdays & weekends)
 - B. 18 Holes \$30.00 (weekdays & weekends)

4. Golf Cart Trail Fees:***
 - A. 2001 Season & Beyond \$300 annual user fee.

5. Special Rates:
 - A. The Leisure Services Director, or authorized designate, may authorize reductions in fees for special promotions, unique situations, or emergencies; if such reductions are in the best interest of the City of Casper.

* Membership (or season pass) fees, are based on chronological age of participants, and not on the definition of a family unit.

** Promotional green fee to encourage development of a future generation of golfers.

*** An Annual Trail Fee is charged for privately-owned golf carts operated on the Casper Municipal Golf Course. Only for current existing carts and owners, who are "grandfathered," no new private owners or carts are allowed.

BE IT FURTHER RESOLVED: That Resolution No. 14-274 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

November 20, 2015

MEMO TO: Your Honor the Mayor, and the City Council
FROM: V.H. McDonald, City Manager
SUBJECT: Executive Director Services for the 2017 Eclipse Fest

Recommendation:

That the City Council, by resolution, authorize a contract with Forte' Events, Inc. for Executive Director professional services for the 2017 Eclipse Fest, in an amount not to exceed \$275,300.

Summary:

In preparation for the 2017 solar eclipse, the 2017 Eclipse Fest (the "Festival") Advisory Committee (the "Committee") was formed consisting of one representative each from the following entities:

- Natrona County Commission (Commission)
- Casper Downtown Development Authority (DDA)
- Casper Area Visitors and Convention Bureau (CACVB)
- Casper Area Chamber of Commerce (Chamber)
- Casper Area Economic Development Alliance (CAEDA)
- City of Casper (City)

The Committee determined that obtaining professional services to plan and execute the Festival was essential. To that end, the Committee issued a Request for Proposals seeking those services. The result of that effort is a recommendation from the Committee to retain the services of Forte' Events of Colorado Springs, Colorado.

A significant factor in selecting Forte' is the firm's experience securing sponsorship funding from national/international businesses. This is important because the Committee desires that the visitors' experience while visiting the community be favorable in terms of activities, services and safety. Dependent upon the number of participants that will visit the area, by either promotional efforts or simply because Casper is on the eclipse centerline, the cost of providing a favorable experience, and more importantly ensuring continuity of services for residents, may be very high.

There needs to be a legal entity that can contract with Forte' in order to secure the recommended services. In that the Committee not a legal business entity, and due to various reasons, the City of Casper became the default legal entity to contract with Forte'.

The draft contract with Forte' consists of two phases: Phase I, being Events Design/Pre-Planning and Phase II, being Events Execution/Production. **The proposed contract is structured to provide the City of Casper a decision point as to the adequacy of the plan, the proposed costs and funding availability.**

Current funding from Committee members for Forte' services consist of:

DDA	\$7,500
CAEDA	\$15,000
CAVCB	\$50,000
County	Undetermined as of 11/20/2015
Chamber	Undetermined as of 11/20/2015
City	Up to \$171,800

(Dependent upon other entities' final funding being pursued and relying on the flat fee sponsorship fees being reimbursable from sponsorship revenue.)

Please note that the above funding contributions are only for Forte' services and do not cover any direct Festival costs.

The proposed contract with Forte's is for a period of up to approximately eighteen months, spanning three fiscal years. Therefore the funding amounts above can be budgeted and provided over multiple fiscal years.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 26th day of October, 2015, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Forté Events, Inc., 1355 Dancing Horse Drive, Colorado Springs, Colorado 80919 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. The City is involved in the management of an event which will occur within the City involving the total solar eclipse on August 21, 2017. This event has become known as the “Eclipse Fest 2017” (hereinafter the “Project”) which will be held for four (4) days starting on August 17, 2017 and ending on August 21, 2017 (the “Project Duration”). The City is considered to be one of the top viewing sites for this eclipse, and it has been estimated that upwards of sixty thousand (60,000) non-residents of the City may travel to the City for this event.

B. The project requires professional services for the planning, production, and management of events for public attendance within the City during the Eclipse Fest.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract for the Project.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

This Scope of Services shall consist of two (2) phases, being Phase I and Phase II as set forth below. Contractor agrees and understands that the Contractor is not authorized to commence any activities in Phase II until Contractor receives written permission from the City to proceed with Phase II as set forth herein.

The Contractor shall perform the following services in connection with and respecting the project:

Phase I – Events Design/Pre-Planning Document for all events: (Based on an estimate of approximately 20,000-50,000 participants with eighteen (18) months of planning (the "Planning Period").

- Provide a written timeline and work plan for the management of the event and festival in a form acceptable to the City.
- Project the need and number of any staff and/or volunteers, temporary facilities and services, including, but not limited to the resources needed for public safety, transportation, medical services and all other services required for the anticipated number of Festival attendants.
- Build and maintain professional relationships with members of the business community. Develop strong relationships with vendors to ensure production of the highest quality events while maintaining event control.
- Create Festival budget.
- Design camping “communities” to solve housing issues for large numbers of attendees (camping tents, RVs, campers) where sponsors can promote fun, learning, and friendship. Forté Events will work with campgrounds and City to determine locations and utility options.
- Propose day and evening events in four locations within the City for the Project Duration to include educational workshops, family fun and learning opportunities, and concerts featuring local talent and national headliners.
- Ensure major sponsors have very important person (VIP) tents, areas, and opportunities during the event for maximum exposure and their return on investment (ROI).
- Coordinate and conduct regular meetings with City staff, key individuals, section chiefs, volunteers, and interested agencies.
- Comply with all applicable local, state, and federal, codes, regulations, and laws.

Upon the written approval of the Contractor’s Events Design/Pre-planning Document by the Casper City Council, which shall include the acceptance of the Events Budget and Events Funding Plan proposed by the Contractor, Contractor shall commence Phase II of the Scope of Services as follows:

Phase II - Events Execution/Production:

- Oversee Marketing and Promotion to ensure sponsorships, individual and business donations, advertising sales, and fundraising efforts meet the timelines and are on schedule.
- Negotiation of agreements with event suppliers and external vendors between these vendors and the Contractor.
- Create and timely update a website for the Project.
- Create and manage social media advertising to attract attendees and inform local residents of updates and changes to Project events.
- Provide leadership to a team of key volunteers to drive successful event outcomes.
- Create key metrics to measure Project plan development in accordance with their respective timelines and provide monthly reports to the City Manager or his designee on the development and implementation of the Project plans.
- Oversee all aspects of programming a festival, including working with volunteer programming committees, businesses, etc.
- Coordinate local and national media for stories and news coverage.
- Monitor promotional partnerships with business associations that drive event success.
 - Assist in coordinating publications, which can include monthly advisory committee reports, brochures, pamphlets, newsletters, social media, and other materials as needed to promote understanding and appreciation of this event.
- Work closely with staff and volunteers to ensure event information is communicated to target audience well in advance of the event and during the event.
- Ensure efficient and effective use of all available resources in order to help achieve a safe and successful event including police, fire, and emergency medical technician (EMT) services.
- Coordinate and conduct regular meetings with City staff, key individuals, section chiefs, volunteers, and interested agencies.
- Comply with all applicable local, state, and federal, codes, regulations, and laws.

➤ On-Site Delivery/Event Production:

- Contractor shall have sixteen (16) highly experienced planners on-site for Project Duration in order to ensure this event is executed successfully by all venues and vendors without material issues or problems developing. Contractor agrees to provide the City Manager or designee with written resumes of the experience level of these planners on or before July 1, 2017. The City shall, for reasonable cause, have the right to reject any or all of the proffered planners if they lack significant experience for the management of this event during its duration.

❖ Sponsorship Sales:

- Contractor shall be solely responsible for securing all sponsorship funding as contained in the Festival Budget as approved by the City Council.
- Contractor shall guarantee that all of their services will include an investment protection guarantee, which commits contractor to meet and exceed the Campaign fee during their engagement, or City is entitled to a return of those fees, or continued service engagement at no extra cost.

❖ On-Site Advanced Meetings:

Contractor shall make ten (10) trips to Casper, Wyoming for face to face meeting over the Planning Period to meet with the City's event team.

2. TIME OF PERFORMANCE:

The services of the Contractor for Phase I shall be undertaken and completed on or before the 16th day of December, 2015.

The services of the Contractor for Phase II, if approved by the City Council, shall be undertaken and completed by August 22nd, 2017.

3. COMPENSATION:

❖ Phase I – Events Design/Pre-Planning for all events:

- In consideration of the performance of services rendered under for Phase I of this Contract, the Contractor shall be compensated in an amount not to exceed a lump sum of Two Hundred And Two Thousand Dollars (\$202,000), payable as follows:

Contractor shall be compensated in for the following functions as set forth below:

- Pre-planning: One Hundred Forty-Four Thousand Dollars (\$144,000).

- Pre-planning travel: Twelve Thousand Dollars (\$12,000).
- Sponsorship sales flat fees, to be refunded from gross sponsorship revenue, shall be determined by the campaign goal as follows:
 - ◆ For a campaign goal of Eighty Thousand Dollars (\$80,000) to One Million Dollars (\$1,000,000):
 - City will pay Contractor \$30,000 Campaign fee (18 month commitment).
 - OR
 - For a campaign goal of more than One Million Dollars (\$1,000,000) to Five Million Dollars (\$5,000,000):
 - City will pay Contractor \$46,000 Campaign Fee (18 month commitment).
- City may make payments quarterly for ease of bookkeeping.

❖ Phase II - Events Execution/Production:

- In consideration of the performance of services rendered under for Phase II of this Contract, the Contractor shall be compensated for services performed in an amount not to exceed a lump sum of Seventy-Three Thousand Three Hundred Dollars (\$73,300) *plus sponsorship sales fees as described below.*
- The total sum for Phase II is broken down into these totals:
 - On-site production: Forty-five Thousand Dollars (\$45,000).
 - On-site travel: Twenty-Eight Thousand Three Hundred Dollars (28,300).
- Sponsorship sales commission fees, to be refunded from gross sponsorship revenue, shall be determined by the campaign goal as follows:
 - ◆ For a campaign goal of Eighty Thousand Dollars (\$80,000) to One Million Dollars (\$1,000,000):
 - 20% Sales Commission on all amounts acquired on client's behalf.
 - OR

- For a campaign goal of more than One Million Dollars (\$1,000,000) to Five Million Dollars (\$5,000,000):
 - 15% Sales Commission on all amounts acquired on client's behalf.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Charlie Powell
Mayor

WITNESS

CONTRACTOR
Forte' Events, Inc.:

By: _____

By: _____

Tami Forero
President

Printed Name: _____

Title: _____

DRAFT

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	\$2,000,000 combined single unit
C. Professional Liability/Errors & Omissions	\$1,000,000

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.

DRAFT