

City Contract #8188

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CHEYENNE AND THE
CHEYENNE DOWNTOWN DEVELOPMENT AUTHORITY**

This Agreement is by and between the City of Cheyenne (“City”), a Wyoming municipality, whose legal address is 2101 O’Neil Avenue, Cheyenne, Wyoming 82001, and the Cheyenne Downtown Development Authority (“DDA”) located at 2101 O’Neil Avenue, Cheyenne, Wyoming 82001, and is entered into and becomes effective on the date of the last signature affixed hereto.

WITNESSETH:

WHEREAS, the Downtown Development Authority (“DDA”) was created pursuant to Wyo. Stat. § 15-9-201 *et. seq.* and City Ordinance #2804.

WHEREAS, the Downtown Development District (the “District”) is currently comprised of multiple properties within the downtown area and the boundaries are specifically described in Section 2.76.040 (*Designation of downtown development district*) of the Code of the City of Cheyenne, Wyoming. In accordance with Wyoming Statute, these boundaries may be modified from time to time.

WHEREAS, the powers and duties of the DDA are described in Section 2.76.050 (*Powers and duties*) of the Code of the City of Cheyenne, Wyoming, which powers are vested in a board of directors (“DDA Board”);

WHEREAS, Section 2.76.060 (*Professional and administrative support*) of the Code of the City of Cheyenne, Wyoming, establishes a framework for cooperation between the City and the DDA Board, including support arrangements, establishment of a work program, and periodic financial reporting;

WHEREAS, the City and DDA Board support the continued redevelopment of the District and the City wishes to continue to provide the DDA Board with professional and administrative assistance; and

WHEREAS, this Agreement is intended to specify the obligations of both parties.

NOW, THEREFORE, it is mutually agreed by both the City and the DDA:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions agreed to by the parties for the City to provide professional and administrative services to support the goals and initiatives of the DDA.

2. Term. In accordance with Section 2.76.060(B) of the Code of the City of Cheyenne, Wyoming, this Agreement is effective upon the last signature affixed hereto and up to and until June 30, 2026, unless terminated by either party as set forth in section 6(l) below prior to the termination date.

3. Both Parties. Each Party shall:

a. Implement the mission and goals of the DDA Board as provided in Wyo. Stat. § 15-9-201 *et seq.*, necessary to foster the redevelopment of the District.

b. Cooperatively take part in the formulation and delivery on the goals established by the DDA Board.

c. Contribute information, financial support, and other resources as may be necessary and available, including assistance in obtaining grants and other support essential to carry out the work of the DDA.

d. Work together to support the vitality and success of the District.

4. City of Cheyenne. The City of Cheyenne shall:

a. Through the City Planning and Development Department, support the DDA by providing personnel assistance, without directing day-to-day operations or dictating DDA programs.

i. The DDA Board shall hire employees, including the DDA Executive Director (“DDA Staff”), to implement the DDA Board’s vision as set in adopted plans. DDA Staff shall receive City employee benefits and follow City personnel rules. The DDA Executive Director is designated as the primary DDA Board contact. In the event a DDA Staff member is found to be in violation of any personnel rules and regulations of the City, the DDA Executive Director or another City representative shall promptly notify the DDA Board City Council President of such concern(s).

ii. DDA Staff shall perform professional and administrative duties as defined by Wyo. Stat. § 15-9-201 *et. seq.*, City Ordinance #2804, and DDA Board bylaws in accordance with direction set by the DDA Board. Such professional and administrative duties shall be performed for the purpose of implementing the goals and priorities set forth in adopted plans and approved programs for the District. DDA Staff shall act under the authority of the DDA Board and not under the direction of the City.

iii. Subject to the supervision of the DDA Board, DDA Staff shall be responsible for the day-to-day transactional duties and broader financial management responsibilities of DDA funds. These responsibilities include, but are not limited to, compliance with Generally Accepted Accounting Principles

(GAAP); processing accounts receivable invoices and remitting payments to vendors, contractors and other parties; processing deposits; reconciling all DDA accounts; preparing and filing required tax documents; developing and monitoring budgets; filing State of Wyoming mandated financial reports and documents; and preparing monthly DDA Board financial reports. Additionally, DDA staff shall maintain all financial records and coordinate external audits.

iv. The City Treasurer's Department shall serve in an advisory capacity, limited to reviewing bank reconciliations, reviewing monthly financial reports, and completing journal entries as necessary. The City Treasurer shall not be responsible for the day-to-day financial operations of the DDA but will provide oversight and guidance as needed to ensure proper financial practices are maintained.

v. Other City departments may coordinate to support downtown development without controlling DDA staff or programs.

5. DDA Board Responsibilities. The DDA Board shall:

a. Participate in interviewing potential DDA Staff and consult with the City Human Resources Department on potential termination of any employee. Participation may include establishing interview committees or other arrangements but shall not be construed as to require DDA Board consideration of personnel actions at a meeting of the DDA Board.

b. Direct DDA Staff so that the tasks needed to accomplish the work of the DDA Board can be carried out as efficiently and as effectively as possible.

c. Work with DDA Staff to identify and prioritize the goals of the DDA Board and develop both short and long-term plans to implement those goals.

d. Account for all DDA Board financial records, archives, by-laws, etc.

6. General Provisions.

a. Amendments. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

b. Assignment. No party may assign or transfer the responsibilities or agreements made herein without the prior written consent of the non-assigning parties, which approval shall not be unreasonably withheld.

c. Applicable Law. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.

d. Compliance with Laws. The parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

e. Indemnification. Each party to this Agreement assumes the risk of any liability arising from its own conduct. Each party agrees that it will be responsible for any loss, claim, damages, or demands resulting from its negligence and the negligence of its employees and agents. Neither party agrees to insure, defend, or indemnify the other.

f. Nondiscrimination. The parties shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105, *et seq.*, the Americans With Disabilities Act (ADA), as amended, 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations

thereto, and shall not discriminate against any individual on the grounds of age, sex, creed, color, race, religion, national origin, ancestry, pregnancy, or qualifying disability in connection with the performance under this Agreement.

g. Governmental Immunity. The City does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable laws. Designation of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.

h. Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity, the status of third-party beneficiary and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

i. Force Majeure. The performance of this Agreement by the parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by

the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this Agreement. This Agreement may be cancelled by any party, without liability, damages, fees, or penalty, and any unused deposits or accounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other parties.

j. Severability. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

k. Notice. All notices arising out of or from the provisions of this Agreement shall be in writing and given to the parties either by regular mail or delivery in person.

l. Termination. Any party may terminate its participation in this Agreement by providing one hundred twenty (120) days written notice to other party, and allowing the other party that one hundred twenty (120) days to cure any default.

m. Prior Approval. This Agreement shall not be binding upon the parties, no services shall be performed under the terms of this Agreement, and no payments shall be made until this Agreement has been reduced to writing and approved by all necessary authorities.

n. Entirety of Contract. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

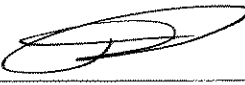
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7. Signatures. In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood, and knowingly and voluntarily agreed to the terms and conditions of this Agreement.

DOWNTOWN DEVELOPMENT AUTHORITY

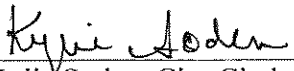
By:  Date: 6/12/25
Scott Roybal, DDA Board President

CITY OF CHEYENNE

BY:  Date: 6-10-2025
Patrick Collins, Mayor

(SEAL)

ATTEST:


Kylie Soden, City Clerk