

**MEMORANDUM OF UNDERSTANDING
CONCERNING A CASPER AREA PARKS AND RECREATION MASTER PLAN**

THIS Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2023, with an effective date of July 1, 2023, by and between the City of Casper, Wyoming, (“Casper”), the City of Mills, Wyoming, (“Mills”) Natrona County, Wyoming, (“County”), Natrona County School District #1, (“NCSD” or “District”), the Town of Evansville, Wyoming, (“Evansville”), the Town of Bar Nunn, Wyoming, (“Bar Nunn”), and the Casper Area Convention and Visitors Bureau (“Visit Casper”). The entities in this paragraph may be hereinafter referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the Parties provide and/or support recreation and leisure opportunities to residents and visitors of Casper and the surrounding communities; and,

WHEREAS, the Parties acknowledge the shared quality-of-life and economic benefits of providing recreation and leisure opportunities to residents and visitors and wish to align local efforts regarding parks and recreation; and,

WHEREAS, the Parties desire to collaborate on an assessment of existing parks and recreation assets and offerings; and,

WHEREAS, the Parties desire to develop and adopt a unified strategic plan to develop and maintain parks and recreation assets in Casper and the surrounding area; and,

WHEREAS, the Parties agree that engaging a third-party consultant to develop a Casper Area Parks and Recreation Master Plan (“Master Plan”) is the preferred way for the above referenced assessment and strategic plan to be completed; and,

WHEREAS, Exhibit A, attached hereto, generally describes the scope of work for the consultant to perform; and,

WHEREAS, the Parties agree to jointly select a consultant for the Master Plan, and further agree to share the cost of the Master Plan between them, pursuant to the terms and cost sharing established in this MOU.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein to perform, it is understood and agreed by and between the Parties as follows:

I. INCORPORATION OF RECITALS

1.1 The recitals are incorporated at this point as if fully set forth.

II. PURPOSE OF AGREEMENT

2.1. *Cost-Sharing*. It is the intent of the Parties that execution of this MOU will secure participation

of the Parties to this Agreement for the costs of the Master Plan, all in accordance with the methods and procedures set forth herein.

2.2. *Cooperation of the Parties.* The Parties shall cooperate with each other to effectuate the purposes of this MOU, including participating in the selection of a consultant for the Master Plan, providing timely and accurate information to the consultant for the Master Plan, attending necessary meetings, responding promptly to the consultant, and making timely payments as required under this MOU. Failure or forfeiture by any Party to participate in the selection of the consultant or to engage with the consultant for the completion of the Master Plan will not relieve the Party of its cost-sharing obligation as established by this MOU.

III. ORGANIZATION

3.1. *Project Coordinator.* The Parties have designated Zulima Lopez, the Parks, Recreation and Public Facilities Director for the City of Casper, or her designee, as the project coordinator for administering the Contract with the selected consultant. She is responsible for coordinating the Parties' communications with the consultant regarding the Master Plan and coordinating meetings between the Parties.

3.2. *Meetings and Scope of Work Changes.* The Parties may discuss changes to the Scope of Work of the Master Plan at meetings, including, where appropriate, conference telephone or online discussions (e.g., MS Teams, Zoom, etc.), and email chains with all Parties included. The Parties must approve all agreed upon changes by written amendment to this MOU before any changes to the Scope of Work are implemented.

3.3. *Reservation of Rights.* Although the Parties shall make every reasonable effort to reach consensus on decisions affecting the Parties under the Master Plan, each Party reserves the right to represent its own interests on any matter relating to the Master Plan where a Party believes such action is warranted.

IV. COST-SHARING OBLIGATIONS

4.1. *Contract Price.* The Parties acknowledge and agree to a project budget for the Master Plan not to exceed Two Hundred Thousand Dollars (\$200,000). The Parties each agree to pay a proportionate share of the Contract cost, plus any approved change orders thereto as follows:

4.1.1. The City of Casper will enter into a contract with the consultant selected by a selection committee comprised of no more than one representative from each of the Parties. The City shall pay the full contract amount to the consultant.

4.1.2. City of Casper will invoice each Party within thirty (30) days of the execution of a contract with the consultant, and each Party shall pay the City of Casper its cost-sharing obligation within forty-five (45) days of the invoice date.

Natrona County – 7.5%, not to exceed \$15,000
Visit Casper – 5%, not to exceed \$10,000
City of Mills – 5%, not to exceed \$10,000
Natrona County School District – 5%, not to exceed \$10,000
Town of Bar Nunn – 1.5%, not to exceed \$3,000
Town of Evansville – 1%, not to exceed \$2,000

V. AUTHORITY AND EXECUTION

5.1. *Authority.* Individuals signing the MOU on behalf of the Parties agree and represent that they have the legal authority to bind themselves, as representatives of the Party to terms of this MOU.

5.2. *Execution.* This MOU may be executed in counterparts (including by facsimile, e-mailed portable document format file, or electronic signature technology), all of which shall constitute one document, and that by the signature(s) hereto, the undersigned further agree that facsimile, e-mailed portable document format file, or electronic signatures are the legally binding equivalent to their handwritten signature and shall be effective for all purposes, unless original signatures are otherwise required by law.

VI. MODIFICATIONS

6.1. *Modifications by the Parties.* This MOU may only be modified by a written amendment to this MOU.

6.2. *Savings Provisions.* If any provision of this MOU is deemed invalid or unenforceable, the court having jurisdiction shall have the power to modify such provision so that it will be valid and enforceable, and in any case, the balance of this MOU shall remain in full force and effect.

6.3. *Severability of Clauses.* Any clause in this MOU which may be prohibited under applicable state or federal laws shall be deemed ineffectual in those jurisdictions where prohibited.

VII. ENTIRE AGREEMENT

7.1 *Entire Agreement.* This MOU along with its exhibits and referenced documents and/or instruments, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each party to this MOU acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this MOU shall be valid or binding.

VIII. WYOMING GOVERNMENTAL CLAIMS ACT

8.1 *Governmental Immunity.* The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IX. GOVERNING LAW AND JURISDICTION

9.1 *Governing Law and Jurisdiction.* The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Parties agree that the state courts of the State of Wyoming shall have jurisdiction over any and all actions arising out of this MOU and over the Parties, and any filings shall be, and the venue shall be, in the applicable court of the Seventh Judicial District, Natrona County, Wyoming.

X. NO THIRD-PARTY BENEFICIARY RIGHTS

10.1 *Relationship of the Parties.* The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties, and shall inure solely to the benefit of the Parties in performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

XI. EXHIBITS

11.1 All exhibits referenced herein are made a part of this MOU.

THOSE SIGNING BELOW CERTIFY THAT THEY HAVE CAREFULLY AND COMPLETELY READ THE FORGOING, THAT THEY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND THAT ON BEHALF OF THEMSELVES AND THEIR AGENCY (IF APPLICABLE) THEY AGREE TO ABIDE BY SUCH TERMS AND CONDITIONS.

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Signatures Page for City of Casper

APPROVED AS TO FORM
(Attorney for the City of Casper)

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

(Signature line continue on the next page)

Signatures Page for City of Mills

APPROVED AS TO FORM
(Attorney for City of Mills)

WITNESS

City of Mills, Wyoming

By: _____

Printed Name: _____

Title: _____

Leah Juarez
Mayor

(Signature line continue on the next page)

Signatures Page for Natrona County, Wyoming

APPROVED AS TO FORM
(Attorney for Natrona County)

WITNESS

Natrona County, Wyoming
Board of County Commissioners

By: _____

Printed Name: _____

Title: _____

Steven K. Freel
Chairman

(Signature line continue on the next page)

Signatures Page for Natrona County School District #1

APPROVED AS TO FORM

(Attorney for Natrona County School District #1)

WITNESS

Natrona County School District #1

By: _____

Printed Name: _____

Title: _____

Michael Jennings
Superintendent

(Signature line continue on the next page)

Signatures Page for Town of Evansville, Wyoming

APPROVED AS TO FORM
(Attorney for Town of Evansville)

WITNESS

Town of Evansville, Wyoming

By: _____

Printed Name: _____

Title: _____

Chad Edwards

Mayor

(Signature line continue on the next page)

Signatures Page for Town of Bar Nunn, Wyoming

APPROVED AS TO FORM
(Attorney for Town of Bar Nunn)

WITNESS

Town of Bar Nunn, Wyoming

By: _____

Printed Name: _____

Title: _____

Peter Boyer
Mayor

(Signature line continue on the next page)

Signatures Page for Casper Area Convention and Visitors Bureau, dba Visit Casper

APPROVED AS TO FORM
(Attorney for Visit Casper)

WITNESS

Visit Casper

By: _____

Printed Name: _____

Title: _____

Tyler Daughtry
Chief Executive Officer

(End of Signature Pages)

Exhibit A
Requirements and Scope of Work for the
Casper Area Parks and Recreation Master Plan

Technical Requirements of Qualified Consultant:

1. Expertise/experience in recreation master plans.
2. Expertise/experience in public engagement.
3. Local partners/subcontractors encouraged.

Geographic Area of Master Plan:

1. Master Plan will include evaluation of current and future assets and recreation programming and opportunities offered within the local Metropolitan Planning Organization (MPO) boundaries including all towns and cities in the greater Casper area, Casper Mountain, and Edness Kimball Wilkens State Park.
2. Alcova and Pathfinder reservoirs will not be included in the geographic scope; however, the Master Plan will review/consider recent master plans for these facilities as part of the scope of work.

Stakeholder Identification and Community Engagement:

1. Identify partner/stakeholder/user groups.
2. Engage partners, stakeholders, users, and the public at large to gather data for analysis:
 - a. Develop and deploy user surveys.
 - b. Coordinate and lead partner/stakeholder/user meetings.
 - c. Coordinate and lead public meetings.
3. Engagement efforts will gather data on the following, as a minimum:
 - a. Current sentiment regarding parks and recreation assets and programming.
 - b. Community needs and wants in terms of parks and recreation assets and programming.
 - c. Interest in expanding outdoor recreation opportunities.
 - d. Interest in expanding youth sports opportunities.
 - e. Desires regarding public vs. private offerings.

Data Analysis and Reporting:

1. Review and analyze past studies and plans for current relevancy regarding the Parks and Rec Master Plan.
2. Inventory current recreational assets and programming/offering.
3. Identify areas of underservice.
4. Identify areas of over service/saturation.
5. Assess the condition of existing assets and current maintenance/repair needs.
6. Identify/recommend strategies to deploy for strategic growth and sustainability:
 - a. Identify and prioritize recreation growth opportunities based on return on investment and/or impact.

- i. Economic impact – local job creation, economic diversification, etc.;
 - ii. Tourism impact – dollars brought from outside the community;
 - iii. Estimated use/community engagement;
 - iv. Quality of life/livability impacts;
 - v. Physical/mental health impacts;
 - vi. Strengthening of collaboration/partnerships, and
 - vii. Re-use or reimagination of current assets/programming (i.e. Eastridge Mall, parks, other public or private land or buildings).
- b. Identify recommended collaboration and partnership opportunities among partners, stakeholders, and users for expansion and maintenance.
 - c. Identify and quantify current and maintenance needs and recommend plans and/or methods for sustainability.
 - d. Identify possible funding mechanisms for future projects and ongoing maintenance of assets/programming.

Communication Planning

1. Develop public communication plan for Master Plan results.
2. Recommend where related information is kept and how it is distributed.
3. Recommend future communication/branding strategies for future projects.