



MEMORANDUM

TO: Governing Body, City of Cheyenne
FROM: Renee Smith, Economic Resource Administrator
DATE: OCTOBER 22, 2024
SUBJECT: MOU BETWEEN THE CITY OF CHEYENNE AND THE NATIONAL FOREST FOUNDATION

Summary:

This Memorandum of Understanding is between the City and the National Forest Foundation. The purpose of the MOU is to formally establish the roles and responsibilities for the NFF as a subrecipient of the US Endowment for Forestry and Communities grant that was approved by the Governing Body in August. They have experience in contract administration, project planning and implementation and will help facilitate the development of the State Revolving Fund application to potentially fund forest fuel mitigation and watershed protection projects on the Medicine Bow-Routt National Forests and Thunder Basin National Grassland. The MOU also details the City's responsibility as a grantee for a term of two years. In accordance with the grant application and agreement, grant funds will be used to pay the NFF \$110,000 for the Community Coordinator's staff time and travel costs. Please contact me directly if you would like additional information at rsmith@cheyennecity.org or (307) 637-6285.

v/r

Renee

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CHEYENNE AND THE NATIONAL FOREST FOUNDATION**

This Memorandum of Understanding (MOU) is by and between the City of Cheyenne, a municipal corporation existing under the laws of the State of Wyoming (City), located at 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, and the National Forest Foundation (NFF), located at 27 Fort Missoula Rd., Suite 3, Missoula, Montana 59804-7212. The City and NFF are collectively referred to as "Party" or "Parties."

WHEREAS, the City received a two hundred and fifty thousand dollars (\$250,000) U.S. Endowment for Forestry and Communities Innovative Finance for National Forests Grant (IFNF) to pilot the potential use of the Wyoming State Revolving Loan Fund program (SRF) to finance forest restoration activities on the Medicine Bow-Routt National Forests and Thunder Basin National Grassland (Project);

WHEREAS, the City has been working collaboratively with various public and private agencies to protect our source water and reduce wildfire risk. Catastrophic wildfire risk in the Medicine Bow National Forest endangers water sources for local communities, including Cheyenne. Funding and capacity constraints at the U.S. Forest Service limit its ability to rapidly address this risk;

WHEREAS, grant funds will be used to build capacity for outreach and coordination between partner agencies and communities, legal fees, travel, and the development of the feasibility study;

WHEREAS, the City wishes to partner with NFF in accordance with the grant application and award conditions; and

WHEREAS, NFF is a congressionally chartered non-profit organization whose mission is to restore and enhance National Forests and Grasslands. They lead forest conservation efforts and promote responsible recreation. They have experience in contract administration, project planning and implementation and will help facilitate the development of the SRF application.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to set forth the terms and conditions by which the City will manage the grant funds it receives from the U.S. Endowment of Forestry and Communities and to set forth the details of the partnership as outlined in the attached Work Plan and Budget (Appendix A).

2. Term. This MOU shall commence on November 1, 2024 and shall remain in full force and effect until October 31, 2026, for a period of two (2) years.

3. Payments. Neither Party shall have any obligation to make any payment of any kind to the other Party under this MOU. Payments shall occur in accordance with the U.S. Endowment for Forestry and Communities Grant Number 24-00799 (City Contract No.8038).

4. Responsibilities of NFF. NFF shall:

a. Serve as the project implementation lead and manage deliverables under the scope of work for the Project;

b. Incur expenses in alignment with the Grant budget and scope of work; and

c. Abide by all U.S. Endowment for Forestry and Communities rules and the terms and conditions set forth in the Grant Agreement.

5. Responsibilities of the City. The City shall:

a. Disburse grant funds in accordance with the grant application and award

to NFF for \$110,000 for the Community Coordinator's staff time and travel costs;

b. Administer the grant award pursuant to the Grant Agreement, including the assessment of progress, milestones, and reporting;

c. Provide ongoing technical assistance and support the success of the Project; and

d. Ensure that the grant match is met by City and Cheyenne Board of Public Utility staff.

6. General Provisions.

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

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

c. Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this MOU 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 MOU.

e. Indemnification. NFF agrees to indemnify, hold harmless, and defend the

City from and against any and all liabilities, claims, penalties, forfeitures, and suits, and the cost and expenses incident thereto, including reasonable attorney's fees, which may hereafter arise as a result the performance of the Licensee's duties, including death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by (1) NFF's breach of any term or provision of this Agreement; or (2) any negligent or wrongful act, error, or omission by NFF, or its employees, in the performance of this Agreement. NFF acknowledges that it may incur a financial obligation to the City pursuant to the terms of this paragraph.

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 MOU.

g. Governmental Immunity. The City does not waive governmental immunity by entering into this MOU 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 MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and 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.

i. Force Majeure. The performance of this MOU 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 MOU. This MOU may be cancelled by any Party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other Party.

j. Severability. If any provision of this MOU 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 MOU 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 MOU shall be in writing and given to the Party either by regular mail or delivery in person.

l. Termination. Any Party may terminate its participation in this MOU, with or without cause, by providing thirty (30) days written notice to the other Party.

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

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

8. Signatures. In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU 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 MOU.

City of Cheyenne

Date
(SEAL)
Attest:

By: _____
Patrick Collins, Mayor

Kristina F. Jones, City Clerk

National Forest Foundation (NFF)

Date

By: _____
Title: _____

APPENDIX A—WORK PLAN

Work Plan Activity	Description	End Date
<p>Activity 1: Establish the IFNF project team</p>	<p>We will establish a project management team with key milestones and roles/responsibilities delineated to: 1) address community concerns and clarify the feasibility of the SRF model in the first year; and 2) draft and submit a SRF application for December of 2025, assuming principal repayment is confirmed. The project team will be led by a “Community Coordinator” (Coordinator) contracted by the City of Cheyenne and hosted at NFF or another external entity. Key partners include BOPU, Town of Encampment, Cheyenne Fire Rescue, Laramie County Fire Authority, WARWS, WRI, and NFF. Additional partnerships with local organizations and other communities will be explored.</p> <p>Deliverable: Gantt chart delineating key milestones and roles proposed for year one.</p>	<p>December 31, 2024</p>
<p>Activity 3: Conduct an SRF Feasibility Analysis</p>	<p>Assess the feasibility of accessing WSRF loans, such as confirming repayment for SRF loans through USFS cost-share and/or other mechanisms. Meet with relevant offices, such as the Wyoming OSLI office, USFS National Partnership Office (NPO), and legal attorneys to structure the financial and legal mechanisms that would be needed for the SRF loan. Encampment would need to submit the project in January 2025 in order for it to be incorporated in the 2026 CWSRF Intended Use Plan.</p> <p>Deliverable: Feasibility analysis outlining the repayment options including levels of certainty</p>	<p>December 1, 2025</p>

	and associated risk that inform the ability to move to the SRF application preparation (See activity 5).	
Activity 5: SRF Application Preparation	<p>If successful in the first year at addressing identified community concerns, the partners will begin to prepare the application for WSRF loans. Loan applications must be reviewed by the State Loans Investment Board, with the applicant sent at least 120 days prior to any regularly scheduled meeting (held every other month). Thus, an application submitted in December 2025 would be voted on by April 2026. Encampment would be the loan borrower and BOPU would be the loan administrator. Several timelines are out of our direct control that potentially could extend the time frame for proposal development.</p> <p>Deliverable: Submit an SRF application in December of 2025 to the Wyoming State Loans Investment Board.</p>	December 15, 2025
Activity 4: SRF Guidance Document for Small Communities	<p>Develop a guidance document that captures key lessons learned from Activities 1-3 thus far, offering a roadmap to replicate and amplify the exploration of SRFs for small communities across additional projects or geographies. This document will recognize the IFNF's impact in helping to evaluate how smaller communities can use SRFs to fund forest restoration to reduce risk and increase resiliency.</p> <p>Deliverable: Guidance document highlighting key lessons learned.</p>	February 28, 2026
Activity 2: Community engagement with Encampment and other communities	<p>There are over 50 municipal and community public water systems serving communities (including Cheyenne, Encampment, Saratoga, Laramie, Riverside and Centennial) within and downstream from the Medicine Bow National Forest. Receiving input and support from local communities and stakeholders is critical to the success of the SRF application. Thus, thoughtful engagement with Encampment, led</p>	March 1, 2026

	<p>by the Coordinator, will help facilitate relationship building and address concerns. This includes but is not limited to recurring meetings, field visits, and workshops. The grant will help pay for the time of Cheyenne Fire Rescue and Laramie County Fire Authority staff to attend these workshops in-person to strengthen relationship building.</p> <p>Deliverable: A support letter or MOU signed by all communities that are supportive and interested in exploring SRFs.</p>	
<p>Activity 6: SRF Loan Administration</p>	<p>The process of approval and allocation for SRF loans can take up to 4-6 months following the submission of a comprehensive application. If the application is submitted in December 2025, the Board would vote to approve it by April of 2026, with about 1-2 months of time required for disbursement to begin. Upon approval, BOPU, in collaboration with Encampment and other key stakeholders, will undertake the task of administering SRF loans to fund critical on-the-ground restoration projects.</p> <p>Deliverable: Distribution of SRF loan funds to Encampment, facilitated by BOPU, and later distributed to on-the-ground restoration.</p>	<p>October 31, 2026</p>

Appendix A: Project Budget by Year

Organization Name:

City of Cheyenne

Project Name:

Protecting Source Water & Reducing Wildfire Risk for Rural Communities: An Innovative Finance Pilot in Wyoming

This form only includes funds requested from the Endowment under this project; do not include outside funds. Matching funds (if applicable) will go on Tab 2.

Only complete budget years applicable to your performance period (e.g., Year 1 and 2 for two years of funding under this grant).

Please upload your Negotiated Indirect Cost Rate Agreement (if applicable) to the grantee portal.

Project Budget by Year

Category	Year 1	Year 2	Year 3	Total
Personnel	\$ 4,530.19	\$ 2,125.93	\$ -	\$ 6,656.12
Fringe Benefits	\$ 2,832.73	\$ 1,329.34	\$ -	\$ 4,162.07
Travel	\$ 5,400.00	\$ 1,800.00	\$ -	\$ 7,200.00
Equipment (> \$5,000)*	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual	\$ 82,300.00	\$ 117,300.00	\$ -	\$ 199,600.00
Other	\$ 14,400.00	\$ 4,800.00	\$ -	\$ 19,200.00
Subtotal/Direct Costs Only	\$ 109,462.92	\$ 127,355.27	\$ -	\$ 236,818.18
Modified Total Direct Costs (MTDC)**	\$ 66,894.92	\$ 64,923.27	\$ -	\$ 131,818.18
Indirect %	10.0%	10.0%	10.0%	10.0%
Indirect Costs***	\$ 6,689.49	\$ 6,492.33	\$ -	\$ 13,181.82
Total	\$ 116,152.41	\$ 133,847.59	\$ -	\$ 250,000.00

Budget Narrative:

(Describe how funds will be used in each category of the above table)

Personnel - Salaries of City of Cheyenne staff working on delivering the outputs and outcomes of the project. This includes an intern, Cheyenne Fire Rescue Wildland Coordinator, and two crew

Fringe benefits - Employer-paid medical and dental insurance, leave, payroll taxes, disability, etc. for City of Cheyenne staff working on the project.

Travel - This includes transportation, hotel, meals, and related expenses for City of Cheyenne staff travel incurred for project activities.

Equipment- N/A

Supplies - N/A

Contractual - \$35,000 in legal fees for contracts (estimate 5 contracts with 2-3 days per contract at \$300/hour), NFF subgrant (\$110k for Community Coordinator as Encampment is unable to host a position due to capacity constraints), WRI subgrant (\$75k for WRI staff time and travel costs), Laramie County Fire Subgrant (\$9,600 for Laramie County Fire staff time and travel costs)

Other - 8 workshops at \$2,400 each (includes venue, participant travel, food, supplies), City of Cheyenne other direct costs (occupancy, IT, miscellaneous)

Indirect - City of Cheyenne Organization-wide costs including senior management, accounting, human resources, grants management and subrecipient monitoring, audit and legal services, and corporate insurance. The indirect rate is aligned with the 10% de minimis rate.