

Risk Review

By: DS
Date: 4-25-16

CONTRACT NO. 6507

Approved as to
form only

D. Whita
Date: 9/26/2016

**CONTRACT BETWEEN THE CITY OF CHEYENNE
AND CHEYENNE FRONTIER DAYS, INC.**

1. **Parties.** The parties to this Contract are the City of Cheyenne, a municipality duly organized and existing under the laws of the State of Wyoming ("City"), whose address is 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, and Cheyenne Frontier Days, Inc., a Wyoming corporation, ("Contractor"), whose address is P.O. Box 2477, Cheyenne, Wyoming 82003.
2. **Purpose of Contract.** The purpose of this Contract is to authorize the Contractor to use the parking lot leased to the City by the United States Department of the Air Force, located on F.E. Warren Air Force Base, Laramie County, Wyoming, to provide parking for transportation services during the term of Cheyenne Frontier Days, and to provide the City with complete and total indemnification and hold harmless provisions. The use is subject to the attached Department of the Air Force License between the City and the United States Air Force, which is attached hereto as Attachment A, incorporated by reference and expressly made a part of this Contract.
3. **Term.** This Contract is effective the latter of the date that all parties have executed it and all approvals have been granted or July 1, 2016, and shall remain in full force and effect through July 31, 2016.
4. **Payment.** The Contractor agrees to reimburse the City for any and all expenses incurred in using the parking lot described in Attachment A. It is the express understanding that the City shall incur no expense relative to the parking lot use licensed under Attachment A.
5. **Contractor's Responsibilities.** The Contractor covenants that it shall fully and timely reimburse the City for any and all expenses incurred by the City, present or arising in the future, in connection with this Contract. Contractor shall ensure that use of the parking lot described in Attachment A shall fully comply with the terms and conditions set forth in Attachment A.
6. **City's Responsibilities.** The City shall make the parking lot described in Attachment A available to Contractor in a manner timely for use by Contractor during Cheyenne Frontier Days on the terms and conditions set forth in Attachment A.
7. **Special Provisions.** The Contractor agrees to file with the City, Certificates of Insurance verifying each type and amount of insurance coverage listed below. Certificates will be submitted to the City prior to commencement of performance under this Contract.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial Automobile Liability	\$1,000,000 combined single limit \$5,000,000 excess or umbrella
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Excess Liability Coverage	\$5,000,000 per occurrence \$5,000,000 aggregate
Workers' Compensation	Statutory
Employer's Liability "Stop Gap" (if afforded by voluntary Workers' Compensation)	\$500,000 each accident \$500,000 each disease-policy limit \$500,000 disease/each employee

It is understood and agreed that these policies are primary and not contributory. It shall be an affirmative obligation upon Contractor to immediately notify in writing the city risk manager, city clerk, and city attorney of any fact, circumstances, or occurrence that has resulted in or may result in the cancellation or substantive change of any insurance coverage required by this Contract, and failure to do so shall be construed to be a breach of this Contract.

The City of Cheyenne shall be named as an additional insured on Contractor's insurance policies, except Workers' Compensation, and the Contractor shall provide upon request a copy of an endorsement providing this coverage.

In addition, Contractor shall provide the City with copies of insurance policies and/or policy endorsements listing the City of Cheyenne as an additional insured. The City's failure to request or review such policies, endorsements, or certificates shall not affect the City's right or Contractor's obligation hereunder.

The City has the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially unstable. Any insurance company providing coverage under this Contract shall have a minimum A.M. Best rating of A- (Excellent).

8. **General Provisions.**

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

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

C. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

D. Entirety of Contract. This Contract, consisting of four pages and Attachment A, consisting of twenty-three pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Indemnification. The Contractor agrees to indemnify, hold harmless and defend the City and Laramie County School District Number One 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 of 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) Contractor's breach of any term or provision of this Contract, or (2) any negligent or wrongful act, error or omission by Contractor, or its employees or subcontractors in the performance of this Contract. Contractor acknowledges that it may incur a financial obligation to the City pursuant to the terms of this paragraph.

F. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative of or on behalf of the City or to incur any obligation of any kind on the behalf of the City.

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

H. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract nor shall payment be made until this Contract has been reduced to writing and approved by all necessary authorities.

I. Governmental Immunity. The City of Cheyenne expressly reserves its right to invoke governmental immunity for any claim arising out of this Contract pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*

J. Termination. The City may terminate this Contract for cause immediately without notice or liability in the event the Contractor fails to perform. Either party may terminate this Contract without cause upon fifteen days written notice, provided the terminating party pays the other for goods and/or services rendered, or expenses incurred to that time.

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

The effective date of this Contract date is the date of the last signature affixed to this page.

May 24, 2016
Date
(SEAL)

Attest:
Carol Intlekofer
Carol Intlekofer, City Clerk

CITY OF CHEYENNE
Richard L. Kaysen
Richard L. Kaysen, Mayor

5/24/16
Date

CHEYENNE FRONTIER DAYS, INC.
Tammy
By its CEO

D. White

Date: 3-21-2014

Risk Review

ATTACHMENT A

By: *BT*
Date: 3-20-14

CITY CONTRACT #6183

DEPARTMENT OF THE AIR FORCE LICENSE

LICENSE No. USAF-GSC-GHLN-13-2-0182

To

TO THE CITY OF CHEYENNE, WYOMING

TO USE PROPERTY LOCATED

ON

F. E. WARREN AIR FORCE BASE, WYOMING

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DEPARTMENT OF THE AIR FORCE

LICENSE

TO CITY OF CHEYENNE, WYOMING

TO USE PROPERTY LOCATED ON
F. E. WARREN AIR FORCE BASE, WYOMING

PREAMBLE

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as "Grantor", acting under the authority of 10 U.S.C. §§ 8013 and 2668, hereby grants to The City of Cheyenne, a first class city under the laws of the State of Wyoming, hereinafter referred to as "Grantee", a License at will for permission to use and improve the area known as "The South 40" consisting of 16.8 acres, more or less, within the identified area (approximately 40 acres) marked in red as **EXHIBIT A**, at F. E. Warren Air Force Base, hereinafter referred to as "Installation," identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the "Premises." Grantor and Grantee, when referred to together, are hereinafter referred to as the "Parties." For purposes of this License, Grantor includes the United States Government and the Department of the Air Force. The purpose of this License is to allow the Grantee to use the premises only as a parking lot for patrons of the City of Cheyenne attending Cheyenne Frontier Days events subject to the restrictions identified in the Conditions.

THIS LICENSE is granted subject to the following Conditions.

BASIC TERMS

1. TERM

1.1. This License shall be effective only during the Cheyenne Frontier Days dates indicated in 1.2 below. The obligations of Grantee (excluding those of Condition 2), including those regarding remediation of environmental damage and removal of structures, facilities, and equipment installed by Grantee, shall remain in effect after the termination of this License, unless otherwise agreed by the Parties.

1.2. Unless sooner terminated by Grantor, this License shall be effective only for the dates indicated below:

1.2.1. Between 16 July 2014 and 29 July 2014, inclusive;

1.2.2. Between 15 Jul 2015 and 28 July 2015, inclusive;

1.2.3. Between 20 July 2016 and 2 August 2016, inclusive;

1.2.4. Between 19 July 2017 and 1 August 2017, inclusive; and

1.2.5. Between 18 July 2018 and 1 August 2018, inclusive.

2. CONSIDERATION AND COSTS

2.1. Grantee shall pay to Grantor no fee for this License. The consideration for this License will be the protection, care and maintenance of the Premises during use of the License.

2.2. The use, operation, and occupation of the Premises pursuant to this License shall be without cost or expense to the Department of the Air Force. The Grantee is solely responsible for all costs associated with operating (e.g., parking cars, providing first aid and emergency services), maintaining, and securing the Premises for use as a parking lot.

3. CORRESPONDENCE

3.0. All correspondence to be sent and notices to be given pursuant to this License shall be addressed, if to Grantor, to 90 MW/CEIAP, 300 Vessle Drive, Building 320, F. E. Warren AFB, WY 82005, and if to Grantee, to City of Cheyenne, 2101 O'Neil Avenue, Cheyenne, WY 82001; or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service or any recognized delivery service.

4. ACCESS

4.1. The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation Commander or his duly authorized representative, hereinafter referred to as "said officer."

4.2. In accepting the rights, privileges, and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit the Grantee to interfere with the Installation's military mission. This

Installation is an operating military installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797, and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its commanding officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This License is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this License. Violation of any such regulations, orders, or conditions may result in the termination of this License. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this License.

4.3. In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Grantee's property shall be considered detrimental to Governmental activities, Grantee shall, from time-to-time and at Grantee's expense, upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises (or substitute land of Grantor which shall then become part of the Premises) as may be designated by said officer, and in the event Grantee's property shall not be removed or relocated within thirty (30) days after any aforesaid notice, the Installation Commander may cause the same to be done at the expense of the Grantee.

5. TERMINATION

5.1. This License may be terminated at will by the Grantor and such termination shall not create any liability on the part of Grantor for Grantee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, or any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Grantor.

5.2. Violation of any term or condition of this License shall constitute grounds for termination.

6. PURPOSE AND USE RESTRICTIONS

6.1. The Premises may be used only as a parking lot for patrons of the Grantee attending Cheyenne Frontier Days (CFD) events.

6.2. Parking restrictions:

6.2.1. Overnight parking is prohibited on the Premises.

6.2.2. Parking must be free; no fee may be charged for parking on the Premises.

6.2.3. Parking on the Premises is limited to personal passenger motor vehicles (e.g., cars, light trucks, and SUVs) and recreational vehicles (e.g., motor homes). Parking of vehicles such as semi tractors or trailers, or commercial vehicles or trailers is prohibited.

6.3. The Grantee may not post or put up billboards or signs on the Premises, or permit others to do so.

6.4. The Grantee will provide, at its expense, emergency service personnel and equipment (e.g., first aid, rescue and recovery) appropriate for the risks associated with its use of the Premises.

OPERATION OF THE PREMISES

7. CONDITION OF PREMISES

7.0. Grantee has inspected and knows the condition of the Premises. Subject to Condition 15, the Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as said officer may determine, the Parties will sign a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Grantee. Such Report shall be used to indicate the condition of the Premises prior to their being disturbed in order to compare them with the Premises subsequent to the activities of Grantee to ensure Grantee has returned the Premises to the condition required by this License.

8. PROTECTION OF PREMISES

8.0. Regarding the Grantee's use of the Premises and its property on the Premises, Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Grantor. The Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to Grantee's activities. Any property on the Premises damaged or destroyed by the Grantee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of said officer.

9. AIR FORCE PROPERTY

9.0. Any interference with the use of or damage to property under control of the Department of the Air Force, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by Grantee to the satisfaction of said officer. If Grantee fails to promptly repair or replace any such property after being notified to do so by said officer, said officer may repair or replace such property and the Grantee shall be liable for the costs of such repair or replacement.

10. RESTORATION OF PREMISES

10.0. On or before (or, in the case of abandonment, after) the date of expiration of this License or its termination by the Grantor, the Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to its original condition, normal wear and tear excepted, without expense to the United States, to the satisfaction of said officer. Such restoration shall include, if applicable, remediation or removal of contamination caused by Grantee.

11. ALTERATION OF PREMISES

11.1. No additions to or alterations of the Premises shall be made without the prior written approval of said officer, subject to the conditions of this License and the following:

11.1.1. The Grantee must obtain an Installation digging/construction permit from 90 CES/CEAN prior to beginning any construction activity.

11.1.2. The Grantor reserves the right to conserve topsoil for use by the Grantor. The Grantee shall notify the Grantor of its construction schedule to allow the Grantor an opportunity to remove topsoil prior to the Grantee constructing an improved parking surface.

11.1.3. The Grantee is prohibited from building over underground utility lines located on the Premises.

11.2. The Grantee is solely responsible for all costs associated with any additions to or alternations of the Premises it makes (e.g., construction, environmental compliance and permits).

12. COSTS OF SERVICES

12.0. Regarding the Grantee's use of the Premises and its property on the Premises, Grantee is responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Department of the Air Force. The Air Force may, if its capabilities permit, consent to provide certain of these services to Grantee on a reimbursable basis.

ENVIRONMENT

13. ENVIRONMENTAL COMPLIANCE

13.1. In its activities under this License, the Grantee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Grantee, including liability for any fines, penalties, or other similar enforcement costs.

13.2. The Grantee shall comply with the F.E. Warren Air Force Base spill prevention control and countermeasure plan and hazardous materials/wastes plan, or in

the alternative, its own such plans for operations on the Premises, provided the plans have been approved by the appropriate regulatory authorities and are acceptable to the Commander.

14. RESERVED

14.0. Reserved

15. SAFETY AND HAZARDOUS WASTE DISPOSAL

15.1. The Grantee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time.

15.2. Any discarded military munitions, munitions constituents, or unexploded ordnance, as those terms are defined in Chapter 160 of Title 10, United States Code, or Air Force Instruction (AFI) 32-3001, *Explosive Ordnance Disposal (EOD) Program*, which existed on the Premises prior to the license beginning date and which are discovered on the Premises by the Grantee, shall be the responsibility of Grantor and will

not be disturbed by the Grantee but, upon discovery, shall be immediately reported to said officer.

16. HISTORIC PRESERVATION

16.0. The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

17. RESERVED

17.0. Reserved.

18. RESERVED

18.0. Reserved.

19. ENVIRONMENTAL BASELINE SURVEY

19.1. An environmental baseline survey (“EBS”) is included as Exhibit D. The EBS sets forth those environmental conditions and matters on and affecting the Premises on the beginning date of this License, as determined from the records and analyses reflected in it.

19.2 An update of the EBS, shall be attached as Exhibit D-1 to this License, shall be completed on the termination of this License. The update of the EBS will set forth those environmental conditions on and affecting the Premises on the ending date of this License as determined from the records and analyses in them.

CHANGES IN OWNERSHIP OR CONTROL

20. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL

20.0. The Grantee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (all referred to in this Condition 20 as “transfer”), this License or any interest therein or any property on the Premises, or otherwise create any interest therein.

21. LIENS AND MORTGAGES

21.0. The Grantee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Grantee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Grantor.

22. OTHER GRANTS OF ACCESS

22.0. This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. The Grantor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises with due regard for this License.

23. RESERVED

23.0. Reserved.

24. REPORTING

24.0. This License is not subject to 10 U.S.C. § 2662.

GENERAL PROVISIONS

25. COMPLIANCE WITH LAWS

25.0. The Grantee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Grantee to obtain permits to engage in its activity. The Grantor is not responsible for obtaining permits for Grantee nor for allowing the Grantee to use permits obtained by Grantor.

26. AVAILABILITY OF FUNDS

26.0. The obligations of Grantor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

27. AMENDMENTS

27.0. This License may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

28. LIABILITY

28.1. The Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Grantee. The Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to Grantee's use of the Premises, and its activities conducted under this License. The Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

28.2. To the extent permitted by Wyoming State Law, the Grantee, agrees to hold harmless and absolve the United States Government, U.S. Air Force, F.E. Warren Air Force Base, its officers, agents, or employees, all cooperating organizations, and any other parties connected with this License in any way, individually or collectively and acting officially or otherwise, from and against any injury or damage to any person or property caused by any party as a result of participation in or support of the vehicle parking. For any demand, claim, or suit connected with the Grantee's use of this License, the Grantee agrees to indemnify the parties named in this paragraph for all damages, expenses, and costs arising from the participation in or support of the parking lot and its associated activities.

29. INSURANCE

29.1. During the entire period this License shall be in effect, the Grantee, at no expense to the Grantor, shall carry and maintain and require its contractors of any tier performing work on the Premises to carry and maintain—

29.1. Comprehensive general liability insurance on an “occurrence basis” against claims for “personal injury,” including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this License, with limits of liability in amounts approved from time to time by Grantor, but not less than FIVE MILLION DOLLARS (\$5,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than ONE MILLION DOLLARS (\$1,000,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of the Grantee by any invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with the Grantee's activities.

29.1.2. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

29.2. All policies of insurance which this License requires the Grantee to carry and maintain or cause to be carried or maintained pursuant to this Condition 29 shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this License, issued by insurers of recognized responsibility. All such policies of insurance shall name the Grantor as an additional named insured. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Grantee or Grantor or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the

Grantor of written notice thereof; provide that the insurer shall have no right of subrogation against the Grantor; and be reasonably satisfactory to the Grantor in all other respects. In no circumstances will the Grantee be entitled to assign to any third party rights of action which the Grantee may have against Grantor. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective after fifteen (15) days written notice to the Grantor. The Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Grantee under this Condition 29 will constitute a failure to comply with the terms of the License.

29.3. The Grantee shall deliver or cause to be delivered upon execution of this License (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Condition 29) to the Grantor a certificate of insurance evidencing the insurance required by this License.

30. ENTIRE AGREEMENT

30.0. It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

31. CONDITION AND PARAGRAPH HEADINGS

31.0. The headings contained in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this 16 day of July, 2014.

FOR THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

BY: *Tracey L. Hayes*
TRACEY L. HAYES, Colonel, USAF
Commander
90th Missile Wing
F.E. Warren AFB Wyoming 82005-2266

This License is also executed by Grantee this 10th day of June, 2014

FOR THE CITY OF CHEYENNE

BY: *Richard L. Kayser*
RICHARD L. KAYSEN
Mayor
SEAL ATTEST
Carol Intlekofer
Carol Intlekofer, City Clerk



16.8 Acres

THIS MAP IS FOR OFFICIAL USE ONLY - INFORMATION SAFEGUARDING IS REQUIRED

This map is for reference and planning purposes only and is not meant to be used for engineering or survey work. Information safeguarding is the responsibility of the individual/agency/company requesting and taking possession of this map. Release or reproduction of this map, or any part of it, is prohibited except for official use only. No public publication of this map by any means is authorized. This map must be destroyed properly. Direct any questions in regards to this policy to the F. E. Warren AFB Geo-Integration Office (GIO) at

EXHIBIT A



90CES/CEPT
Technical Support, GeoBase
DSN: 481-5286





Exhibit B

PHYSICAL CONDITION REPORT

PROPERTY CONDITION REVIEW

In accordance with the license between the United States Air Force/ F.E. Warren AFB, WY, and the City of Cheyenne WY., the following property condition report is noted.

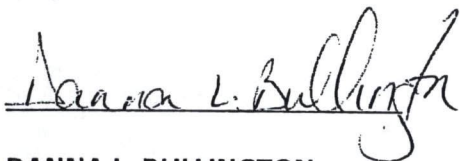
Item: The license is for the use of 15 acres of land known as "The South 40" and no adverse conditions exist.



RICHARD L. KAYSEN

Mayor

Date 6/10/14



DANNA L. BULLINGTON

Real Property Officer

Date 11 June 14

Approved
5-23-16

OFFICE OF THE CITY CLERK

ACTION AND PROCESSING RECORD

FOR THE GOVERNING BODY OF THE CITY OF CHEYENNE

DATE PRESENTED: MAY 9, 2016

AGENDA ITEM #: 32(h)

ENTITLED: "AGREEMENT BETWEEN THE CITY OF CHEYENNE AND CHEYENNE FRONTIER DAYS, INC., FOR UNITED STATES DEPARTMENT OF THE AIR FORCE OWNED LAND LOCATED AT F.E. WARREN AIR FORCE BASE TO BE USED AND OPERATED AS A PARKING LOT FOR PUBLIC TRANSPORTATION SERVICES DURING THE 2016 CHEYENNE FRONTIER DAYS CELEBRATION."

SPONSOR:

COMMITTEE: FINANCE COMMITTEE

Agenda Item #32(h)/May 9, 2016

This item referred to Finance Committee.

CA

Agenda Item #31(c)/May 23, 2016

Motion (per consent agenda) carried. Voting "yes" - all members of the governing body.

CITY OF CHEYENNE - CITY COUNCIL AGENDA ITEM SHEET

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DATE OF PROPOSED COUNCIL ACTION: _____ May 9, 2016 _____

TYPE OF DOCUMENT: (_____ Ordinance) (_____ Resolution) (_____) Prelim. Plat/Prelim. PUD Zone Change) (X Lease/Contract/Professional Services Agreement) (_____ Change Order/Contract Mod.) (_____ Consider Bids) (_____ Applications/Licenses/Permits) (_____ Appointments) (_____ Announcements/Reports/Motions) (_____ Other)

SPONSOR (Ordinance or Resolution): _____

LEGAL TITLE: _____ Contract No. _____

EXACT WORDING FOR AGENDA: **“AGREEMENT BETWEEN THE CITY OF CHEYENNE AND CHEYENNE FRONTIER DAYS, INC., FOR UNITED STATES DEPARTMENT OF THE AIR FORCE OWNED LAND LOCATED AT F.E. WARREN AIR FORCE BASE TO BE USED AND OPERATED AS A PARKING LOT FOR PUBLIC TRANSPORTATION SERVICES DURING THE 2016 CHEYENNE FRONTIER DAYS CELEBRATION.”**

CONTACT PERSON: Dan White _____ PHONE: 6379 _____ KEY DEPT. Attorney _____

FUNDING (1% Sales Tax/Other Funding/Grant): _____

FINANCIAL IMPACT OR PROPOSED CONDITIONS WHICH AFFECT CITY: _____

CONTRACT PARTIES' TITLE: Cheyenne Frontier Days, Inc. _____

CONTRACT TERM: July 1 - 31, 2016 _____ STARTING DATE: July 1, 2016 _____

	YES	NO	N/A
Is funding budgeted?	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)
Were bids called for?	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)
Affected parties notified of Council procedure & dates?	(<input checked="" type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Has insurance, bond or other security been arranged?	(<input checked="" type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Have legal descriptions been received and checked?	(<input checked="" type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)

Agenda item approved/reviewed by:
Risk Manager (X) City Attorney (X) Department Head (_____)

General Comments: _____

Submitted by: _____ City Attorney's Office _____ Title: _____ Date: May 4, 2016 _____

UPON PASSAGE OF THIS AGENDA ITEM, COPIES SHOULD BE SENT TO:
City Attorney's Office F.E. Warren AFB
Laramie County School District No. 1 Cheyenne Frontier Days