

**AMENDMENT NUMBER ONE TO
THE MEMORANDUM OF UNDERSTANDING REGARDING THE
OPERATIONS AND OVERSIGHT OF THE THIRD STREET PLAZA**

1. **Parties.** This Amendment is made and entered into by and between the City of Gillette, Campbell County, Wyoming, (“City”) whose address is 201 East 5th Street, Gillette, WY 82716; and (“Main Street”), whose address is P.O. Box 7256, Gillette, Wyoming 82717.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Memorandum of Understanding Regarding the Operations and Oversight of the Third Street Plaza between the City and Main Street which was duly executed on June 8, 2016, and which became effective June 8, 2016 (“MOU”).

The original MOU, dated June 8, 2016, described the obligations and duties of the City and Main Street for the promotion of the Third Street Plaza. The MOU renewed annually unless terminated as provided by the MOU.

3. **Term of the Amendment.** This Amendment shall commence on January 16, 2018, or upon the date the last required signature is affixed hereto, whichever is later, and shall remain in full force and effect until terminated as provided by the MOU.
4. **Payment.** No payment shall be made by either party to the other party as a result of this Amendment.
5. **Additional Responsibilities of Main Street.** Main street has no additional duties as a result of this Amendment.
6. **Additional Responsibilities of City.** The City has no additional duties as a result of this Amendment
7. **Special Provisions**

- A. **Modification.** The Parties agree that the second and third sentences of Section C, Subsection 5 of the MOU are excluded and of no force and effect.
- B. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the MOU between the City and Main Street, including but not limited to governmental immunity, and including all prior amendments to this MOU shall remain unchanged and in full force and effect.

8. **General Provisions**

- A. **Entirety of MOU.** This Amendment, consisting of three (3) pages, and the Original MOU consisting of six (6) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations,

representations, and agreements, whether written or oral.

- B. **Governmental Immunity.** The City does not waive governmental immunity by entering into this Amendment and specifically retain all immunities and defenses available to them pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Amendment shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

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9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the MOU between the City and Main Street, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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

CITY OF GILLETTE

Louise Carter-King, Mayor

Date

GILLETTE MAIN STREET

Jessica Seders

Date

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk

CITY ATTORNEY APPROVAL AS TO FORM

Anthony M. Reyes

Date