

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is by and between the City of Cheyenne, Wyoming, a Wyoming municipal corporation under Wyo. Stat. § 15-1-102 and a first-class city under Wyo. Stat. § 15-3-101, located at 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, and the Board of Commissioners of the County of Laramie, Wyoming, is a body corporate and political subdivision of the State of Wyoming, located at 309 W. 20th Street, Cheyenne, Wyoming 82001. The City and County are collectively referred to as "Party" or "Parties." This MOU shall become effective upon the date of the last signature affixed hereto.

WHEREAS, the City and County recognize that unincorporated lands of the County may be annexed pursuant to Wyo. Stat. § 15-1-401 *et seq.*;

WHEREAS, the City recognizes that some properties annexed may have active development applications and permits in accordance with the County's rules and regulations;

WHEREAS, the City and County recognize that fees may have been paid to the County for development applications and permits and it is appropriate for the County to complete any reviews and necessary inspections in areas annexed by the City; and,

WHEREAS, the City and County recognize that new development applications and permits occurring after the effective date of annexation shall be filed with the City in accordance with City ordinance.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement.
2. Purpose. The purpose of this MOU is to allow the County to continue to review and inspect active development applications and permits in areas annexed by the City.
3. Term. This MOU shall commence on the last date executed by the duly

authorized representatives of the Parties to this MOU and shall remain in full force and effect until June 30, 2034.

4. Payments. Neither Party shall have any obligation to make any payment of any kind to the other Party under this MOU.

5. Responsibilities of City. City shall:

a. Allow the County to review and carry out inspections for County development applications and permits issued prior to annexation; and,

b. Notify property owners and developers in areas to be annexed that the County will continue to oversee review and necessary inspections of active development applications and permits.

6. Responsibilities of the County. The County shall:

a. Ensure review and inspections are conducted in compliance with applicable County regulations and building codes enforced by the County for all development action application and building permits issued prior to annexation; and,

b. Maintain accurate records of development applications and permits in annexed areas and provide such records to the City upon request.

7. Responsibilities of the Parties. The Parties shall:

a. The County will cease review and necessary inspections of development applications and permits within annexed areas once all County development applications and permits have been closed out, or upon mutual agreement between the Parties.

b. New development applications and permits occurring after the effective date of annexation shall be filed with the City in accordance with City ordinance.

c. Both Parties agree to communicate regularly to ensure seamless coordination of services.

8. 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. Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions of the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.

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. By entering into this Agreement, the parties do not waive any governmental or sovereign immunity. Each party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant state law, including Wyo. Stat. § 1-39-101, *et seq.* 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 required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

l. Termination. This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

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.

9. 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.

*This space intentionally left blank*

CITY OF CHEYENNE, WYOMING

City of Cheyenne

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Patrick Collins, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Kristina F. Jones, City Clerk

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Chairman, Laramie County Commissioners

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Laramie County Clerk

Date: \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM ONLY

By: \_\_\_\_\_  
Laramie County Attorney's Office

Date: 12-10-21