

**APPROVED**  
By Stefanie Boster at 11:12 am, Nov 07, 2022

CITY CONTRACT #7641  
**MEMORANDUM OF UNDERSTANDING**

**Between**

**LARAMIE COUNTY, WYOMING AND THE CITY OF CHEYENNE**

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 Laramie County (County), a body corporate and political subdivision of the State of Wyoming, located at 309 W. 20<sup>th</sup> Street, Cheyenne WY 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 purpose of this agreement is to outline financial reimbursement to the City for construction of the Laramie County Community College/ Sweetgrass Underpass in the amount of \$407,777.80;

WHEREAS, a concept Memorandum of Understanding (MOU) meeting was held on October 25, 2019 and included representatives from WYDOT, Laramie County Community College (LCCC), Developer of Sweetgrass (Lummis Family), City of Cheyenne (Engineering Dept), and the Laramie County Board of Commissioners;

WHEREAS, agreement was made that a multi-jurisdictional funding partnership would be advantageous;

WHEREAS, agreement was made to move forward with a Transportation Alternatives Grant (TAP Grant) administered by WYDOT, to design and construct the LCCC/Sweetgrass Underpass for a below grade, pedestrian, and bicycle connection under W. College Drive;

WHEREAS, the LCCC/Sweetgrass Underpass is substantially complete with total cost for construction at \$1,923,333.40;

WHEREAS, WYDOT has provided \$700,000.00 in grant funding; and,

WHEREAS, Laramie County has agreed to pay one-third of the City's required match for construction totaling \$407,777.80.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to outline financial reimbursement to the City for construction of the Laramie County Community College/ Sweetgrass Underpass

2. 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 payment has been made to the City Treasurer's Office in the amount of \$407,777.80.

3. 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 be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

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 Parties do not waive governmental immunity by entering into this MOU and specifically retains all immunities and defenses available to the Parties as a governmental entities 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.

*Signatures on the following page*

MEMORANDUM OF UNDERSTANDING

Between


LARAMIE COUNTY, WYOMING AND THE CITY OF CHEYENNE


*Signature Page*

The effective date of this MOU is the date of the signature last affixed to the document.

City of Cheyenne

11-29-22  
Date  
(SEAL)  
Attest:

By:   
Patrick Collins, Mayor

  
Kristina F. Jones, City Clerk

Laramie County

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Troy Thompson, County Commissioner

Approved as to form only:

  
Laramie County Attorney's Office