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LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: March 17, 2015

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchase ☐ Claims
☒ Contracts/Agreements/lease ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other _____

3. DEPARTMENT: City of Cheyenne Transit

APPLICANT: Joe Dougherty

AGENT: City of Cheyenne

Transit Director

4.

Amount \$

81376

From

June 30 - 2015

to

June 30 2016

5. DOCUMENTATION: 2

Originals

Clerks Use Only:

Commissioner

Ash _____

Hasenauer _____

Holmes _____

Humphrey _____

Thompson _____

Action _____

Postponed/Tabled _____

Signatures

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____

Risk Review

Per: BA

Date: 3-3-15

COUNTY CONTRACT NO. _____
CITY CONTRACT NO. _____

Approved as to
form only:

3/3/15
Date: AM

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LARAMIE COUNTY, WYOMING AND THE CITY OF CHEYENNE**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between Laramie County, Wyoming (County), whose address is P.O. Box 608, Cheyenne, Wyoming 82003-0608, and 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, acting through its agency, City of Cheyenne Transit Program (CTP), whose address is 322 West Lincolnway, Cheyenne, Wyoming 82001.

2. **Purpose.** The purpose of this MOU is to provide a means for the CTP to provide public transportation service to Laramie County Community College, the City/County Health Department, and for an area of Laramie County immediately adjacent to the City of Cheyenne. Transportation services will be provided through matching funds to be provided to the CTP by the County in a total amount of Eighty-One Thousand Three Hundred and Seventy Six Dollars (\$81,376.00) in non-federal funds.

3. **Term.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until June 30, 2016.

4. **Payment.** The County agrees that on or before July 1, 2015, October 1, 2015, January 1, 2016, and April 1, 2016, and contingent upon presentation of properly executed Laramie County vouchers for each such date, it shall transfer to CTP the sum of Twenty Thousand Three Hundred Forty-Four Dollars (\$20,344.00) in non-federal funds on each date. The total of such payments shall not exceed Eighty-One Thousand Three Hundred and Seventy Six Dollars (\$81,376.00). The County shall have no obligation under this MOU to provide any additional assistance, either cash or in-kind.

5. **Responsibilities of County.** The County shall furnish funding as provided in this MOU.

6. **Responsibilities of CTP.**

a. Provide public transportation services from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 10:00 a.m. to 5:00 p.m. on Saturday, for the defined and specified Cheyenne Transit Program Service Area of Laramie County immediately adjacent to the City of Cheyenne, to Laramie County Community College, and South Greeley Highway to Wallick Road.

b. Follow rules and ridership policies as specified in the Cheyenne Transit Program

route schedule and color coded map.

7. **General Provisions.**

a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

b. **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 any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

c. **Assignment.** This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees, and permitted assignees. Neither party shall assign this MOU without the express written consent of the other.

d. **Audit/Access to Records.** The County shall have access to any books, documents, papers and records of the CTP which are relevant to this MOU.

e. **Availability of Funds.** Each payment obligation is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, this MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of terminated under this section. This provision shall not be construed to permit either party to terminate this MOU in order to acquire similar services from another party.

f. **Force Majeure.** Neither party shall be liable to perform under this MOU if such failure arises out of causes beyond control and without the fault or negligence of said party. Such causes may include, but are not limited to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

g. **Notices.** All notices arising out of or from the provisions of this MOU shall be in writing and given to the parties either by regular mail or delivery in person.

h. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins.

i. **Governmental Immunity.** The City of Cheyenne, the City of Cheyenne Transit Program, and Laramie County, Wyoming, do not waive their governmental immunity by entering

into this MOU, and each fully retains all immunities and defenses provided in law with respect to any action based on or occurring as a result of this MOU.

j. 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.

l. Entirety of Agreement. This MOU, consisting of four pages, represents the entire and integrated agreements 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 agreed to the terms and conditions of this MOU as set forth herein.

THIS SPACE INTENTIONALLY LEFT BLANK

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

LARAMIE COUNTY, WYOMING

Date

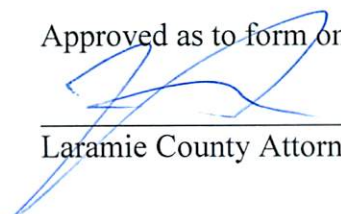
Laramie County Commissioners

(SEAL)

Attest:

Debra K. Lathrop, Laramie County Clerk

Approved as to form only:

 3-4-15

Laramie County Attorney's Office

CITY OF CHEYENNE

Date

Richard L. Kaysen, Mayor

(SEAL)

Attest:

Carol Intlekofer, City Clerk

CITY OF CHEYENNE TRANSIT PROGRAM

Joseph Dougherty, Transit Manager

Approved as to form only:

City Attorney's Office