

COUNTY CONTRACT NO. _____

CITY CONTRACT NO. _____

**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 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-Three Thousand Eight Hundred Sixteen Dollars (\$83,816.00) 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, 2021.
4. **Payment.** The County agrees that on or before August 1, 2020, October 1, 2020, January 1, 2021, and April 1, 2021, and contingent upon presentation of properly executed Laramie County vouchers for each such date, it shall transfer to CTP the sum of Twenty Thousand Nine Hundred Fifty-Four Dollars in non-federal funds on each date (\$20,954.00). The total of such payments shall not exceed Eighty-Three Thousand Eight Hundred Sixteen Dollars (\$83,816.00). 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 7:00 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. The performance of the MOU by either party 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. The MOU may be cancelled by either 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.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

LARAMIE COUNTY, WYOMING

Date

Laramie County Commissioners

(SEAL)
Attest:

Debra K. Lee, Laramie County Clerk

Approved as to form only:

Laramie County Attorney's Office

CITY OF CHEYENNE

Date

Marian J. Orr, Mayor

(SEAL)
Attest:

Kristina F. Jones, City Clerk

CITY OF CHEYENNE TRANSIT PROGRAM

Rena Jording, Transit Director

Approved as to form only:

City Attorney's Office