

**MEMORANDUM OF UNDERSTANDING FOR FUNDING
BETWEEN LARAMIE COUNTY and THE LARAMIE COUNTY COMMUNITY
JUVENILE SERVICES JOINT POWERS BOARD**

This Memorandum of Understanding (the "MOU") is entered into by and between Laramie County, 310 W. 19th Street, Cheyenne, Wyoming 82001 (the "COUNTY"), and Laramie County Community Juvenile Services Joint Powers Board, 310 W. 19th Street, Cheyenne, Wyoming 82001 (the "BOARD").

WHEREAS, the COUNTY had previously budgeted funds for bond payments related to the construction of the Laramie County Juvenile Services Center;

WHEREAS, the referenced bond payments have terminated through closure of the bonded indebtedness, and:

WHEREAS, Wyo. Stat. § 14-9-106 provides that the BOARD may receive funding from any source, and both the BOARD and the COUNTY wish to continue the operations of the BOARD,

WHEREAS, the COUNTY, in aid of assisting the BOARD in fulfilling the purposes of its enabling statute, Wyo. Stat. § 14-9-106, wishes to provide funds previously allocated to the payment of the referenced bonds to the BOARD by the COUNTY.

WHEREAS, the COUNTY, approved this MOU at its regular Board of County Commissioners meeting on October 15, 2024, however, the BOARD did not approve this MOU at its regular Board meeting on October 17, 2024. Accordingly, the original version of this MOU was not executed.

NOW, THEREFORE, the Parties agree as follows:

1. **Version:** This MOU version shall replace the MOU version approved at the October 15, 2024, Board of County Commissioners meeting, in its entirety.
2. **Effective Date:** This MOU shall be effective immediately upon execution by the parties through their authorized representatives.
3. **Duration:** This MOU is effective when all parties have executed it (Effective Date). The term of the MOU is from July 1, 2024, through June 30, 2026.
4. **Purpose:** The purpose of this MOU is to facilitate the continuance of the BOARD's mission and function as provided in Wyo. Stat. § 14-9-106 and to address needs identified in the BOARD's gap analysis.

5. Payment: The COUNTY agrees to pay the BOARD one hundred sixty-five thousand dollars and zero cents (\$165,000.00) per fiscal year. The COUNTY shall, based on invoice or written request from the BOARD, provide quarterly payments, on or about the first day of August, November, February and May of each year, funds in the amount of forty-one thousand two hundred fifty dollars and zero cents (\$41,250.00), to the BOARD. Since this MOU will not take effect until after the August 2024 quarterly payment would have been otherwise been made, the COUNTY will make a payment of forty-one thousand two hundred fifty dollars and zero cents (\$41,250.00), to the BOARD promptly upon the Effective Date of this MOU to be equivalent of the August 2024 quarterly payment that would have been made if this MOU had been in effect at that time. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. The BOARD shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this MOU.

6. Responsibilities of Parties:

A. The BOARD shall provide annual, and as requested, reports to the Board of County Commissioners on the use of the funds provided for herein and the various projects and work of the BOARD as it fulfills the statutory purposes referenced herein.

B. The COUNTY's payment obligation herein is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the funding provided by this MOU this agreement may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify the BOARD at the earliest possible time of interruption or termination the funding provided herein. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the COUNTY knows of the shortage at least thirty (30) days in advance.

7. General Provisions:

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments which are mutually agreed upon shall be incorporated by written instrument, executed and signed by both parties to this MOU.

B. Americans with Disabilities Act. The Parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

C. Applicable Law and Venue. The parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to the BOARD and to the COUNTY in executing

this MOU. This provision is not intended, nor shall it be construed, to waive the BOARD's or COUNTY's governmental immunity as provided in this MOU.

D. Conflict of Interest. The COUNTY and BOARD affirm, to their knowledge, no COUNTY or BOARD employee has any personal beneficial interest whatsoever in the MOU described herein. No staff member of the COUNTY or BOARD, compensated either partially or wholly with funds from this MOU, shall engage in any conduct or activity which would constitute a conflict of interest relative to this MOU.

F. Contingencies. The COUNTY and BOARD certify and warrant no gratuities, kick-backs or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this MOU.

G. Discrimination. The Parties agree they will not discriminate against any person who performs work under the terms and conditions of this MOU because of race, color, gender, creed, handicapping condition, or national origin.

H. Entire Agreement. This MOU, consisting of five (5) pages, represents the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

I. 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 the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

J. Governmental/Sovereign Immunity. The COUNTY and BOARD do not waive their governmental/sovereign immunity by entering into this MOU and specifically retain immunity and all defenses available to them pursuant to Wyo. Stat. § 1-39-101 *et seq.* and all other state laws. Further, the COUNTY and the BOARD retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU.

K. Indemnification. Each party to this MOU shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

L. Independent Contractor. The services to be performed by the parties are those of an independent contractor and neither is an employee of the other. The parties each assumes responsibility for all of their own personnel who provide services pursuant to this contract.

M. Notices. All notices required and permitted under this MOU 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.

N. Severability. If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if the parties are advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this MOU are fully severable.

O. Termination. This MOU may be terminated by either party by giving written notice to the other regardless of satisfactory or non-satisfactory performance.

P. Third Parties. 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 the MOU and shall inure solely to the benefit of the parties to this MOU.

Q. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.

R. Waiver. The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach.

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8. **Signatures:** The parties to this MOU, either personally or through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agree to the terms and conditions of this MOU.

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

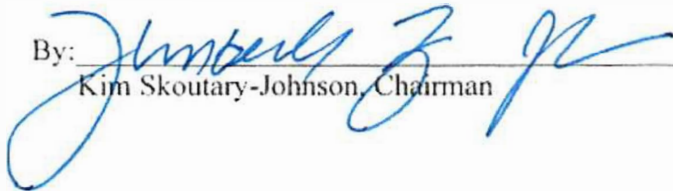
LARAMIE COUNTY, WYOMING

By:  Date 11/7/24
Chairman, Laramie County Commissioners


ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

LARAMIE COUNTY COMMUNITY JUVENILE SERVICES JOINT POWERS BOARD

By:  Date 11-04-2024
Kim Skoutary-Johnson, Chairman

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 10-31-24
Mark Voss, County Attorney
BRAD LUND