

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY
PROGRAM
AND
LARAMIE COUNTY**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Transportation, Highway Safety Program (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and Laramie County (County), whose address is: 309 West 20th Street, Cheyenne, Wyoming 82001.
2. **Purpose.** The purpose of this MOU is to establish the responsibilities between the WYDOT and the County associated with the purchase and installation of signage at various locations throughout Laramie County.
3. **Term of MOU.** This MOU is effective when all parties have executed it (Effective Date), and shall remain in full force and effect until December 31, 2026. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail. All services shall be completed during this term.
4. **Payment.** No payments shall be made between the parties as a result of this MOU.
5. **Responsibilities of the WYDOT.** The WYDOT will:
 - A. Purchase and deliver the identified signs through the Wyoming Rural Road Safety Program to the County for installation.
 - B. Ensure that the WYDOT's consultant reviews the County's installation of the delivered signs.
6. **Responsibilities of the County.** The County shall:
 - A. Install the signs provided by the WYDOT.
7. **General Provisions.**
 - A. **Amendments.** Either party may request changes in this MOU. 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. **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. **Entirety of Agreement.** This MOU, consisting of three (3) pages, represents the entire and integrated Agreement between the parties and shall supersede all prior negotiations, representations and agreements, whether written or oral.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the WYDOT expressly reserve sovereign immunity by entering into this MOU and the County expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- G. **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 REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the 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.

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

WYDOT:

Wyoming Department of Transportation, Highway Safety Program

Thomas M. DeHoff

Jan 7, 2025

Signature

Date

Tom DeHoff

Assistant Chief Engineer

Name, Title

COUNTY:

Laramie County, Public Works

Molly Bennett

1/6/25

Molly Bennett, Public Works Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber #245622

Madison Barber, Assistant Attorney General

12-30-24

Date

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

1-6-25

[Signature]

[Signature]

1/6/25

Laramie County Commissioner

Date

ATTEST

Delia K. Tee






Laramie County Sign MOU_signed_1.6.25

Final Audit Report

2025-01-07

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