

CONTRACT NO. _____

**COOPERATIVE AGREEMENT BETWEEN THE
CITY OF CHEYENNE AND LARAMIE COUNTY
FOR FEDERAL PROJECT B231031**

1. PARTIES

This Cooperative Agreement ("Agreement") is entered into by and between the City of Cheyenne, Cheyenne, Wyoming, a municipal corporation, hereinafter referred to as the "City", and Laramie County, a political subdivision of the State of Wyoming, hereinafter referred to as the "County."

2. RECITALS

WHEREAS, the Wyoming Department of Transportation ("WYDOT") is administering Federal Project STPU-CH B231031, which provides for improvements to U.S. Highway 30, Dell Range Boulevard, and Whitney Road;

WHEREAS, WYDOT will bill the City and the County separately for Construction and Construction Engineering costs associated with the project under separate agreements and as illustrated in Exhibit A, which is attached hereto and incorporated herein by this reference;

WHEREAS, WYDOT will bill Laramie County for Preliminary Engineering (PE), Right-of-Way (ROW) acquisition, and Utility Relocation (Utility) costs;

WHEREAS, the City of Cheyenne has agreed to reimburse Laramie County for its proportional share of PE, ROW, and Utility Relocation costs; and

WHEREAS, the City, under a Cooperative Agreement with WYDOT, has also agreed to pay for construction and right-of-way acquisition within portions of Laramie County for the community benefit, which includes the realignment of the South Service Road of U.S. Highway 30;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

3. DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

"Construction Percentage (City Const. %, County Const. %)" means the percentage of total construction costs attributable to the agreed-upon construction responsibility areas of the City and County, respectively. The final percentage shall be determined at the WYDOT Bid Letting.

“Indirect Cost Allocation Plan (ICAP)” means the cost agreed to be paid by each jurisdiction to cover overhead or administrative expenses that are not directly attributable to a specific project administered by WYDOT. These may include costs such as administrative staff salaries, general office utilities, management, and other shared services.

“Preliminary Engineering (PE)” means the consultant engineering firm’s design fees associated with the development of construction plans, specifications, and bid documents for the project. The fees have been estimated for the purpose of this Agreement by WYDOT at twenty percent (20%) of construction costs.

“Proportional Share” means the respective portion of Preliminary Engineering (PE) costs, based on the percentage of each party’s construction costs at the time of bidding, that are attributable to the agreed-upon construction responsibility areas of the City and County, as compared to the total construction cost of the project. Right-of-way (ROW) acquisition costs and Utility Relocation (Utility) costs shall also be added to the Proportional Share, based on the actual costs associated with the respective areas described above. The costs shown in this Agreement are estimates prepared by WYDOT using 2026 cost projections and illustrated in Exhibit B which is attached hereto and incorporated herein by this reference.

“Right-of-Way (ROW) Acquisition” means the cost of fair market value compensation for property acquired from adjacent landowners for use as permanent right-of-way, temporary construction easements, or permanent easements necessary for the installation of the proposed improvements.

“Utility Relocation (Utility)” refers to the expenses associated with relocating existing utility infrastructure—such as water lines, gas pipes, electrical lines, telecommunications cables, or sewer systems—that conflict with the project. This applies to utilities located in independent rights-of-way, exclusive easements, county rights-of-way, or previous county right-of-way as of the inception of the project.

4. SCOPE OF AGREEMENT

This Agreement governs the reimbursement by the City to the County for PE, ROW, and Utility costs billed to the County by WYDOT. The City’s reimbursement obligation is based on its proportional share of construction costs as defined in Exhibit B.

5. TERM

This Agreement shall become effective upon execution by both parties and shall remain in effect until all obligations are fulfilled, unless terminated earlier in accordance with Section 10.

6. REIMBURSEMENT AND PAYMENT TERMS

The City shall reimburse the County for its actual proportional share of the project costs. For the purposes of this Agreement, the total cost has been estimated at approximately one and two-tenths

(1.2) times the base estimated cost of \$2,102,874, resulting in an estimated total of \$2,523,500. This amount includes:

- a. The City's share of PE, ROW, and Utility costs; and
- b. Indirect Cost Allocation Plan (ICAP) fees for WYDOT administration costs applied to PE Construction, ROW, and Utility costs. At a rate of eleven percent (11%). The value shall be calculated using the following formula: $ICAP = [(PE\ Cost * City\ Const.\ \%) + (City\ ROW\ Costs) + (City\ Utility\ Costs)] * 0.11$

The County shall submit itemized invoices to the City, together with documentation of WYDOT billing, for reimbursement of eligible costs. The City shall remit payment within forty-five (45) days after receipt of an approved invoice.

Notwithstanding anything herein to the contrary, the City's total reimbursement obligation under this Agreement shall not exceed one hundred twenty percent (120%) of the estimated amount shown in Exhibit B, unless the City expressly agrees otherwise in a subsequent written amendment executed in accordance with Section 10.

7. RESPONSIBILITIES OF THE COUNTY

The County shall:

- a. Serve as the billing recipient from WYDOT for PE, ROW, and Utility costs;
- b. Provide the City with timely and complete documentation of WYDOT invoices; and
- c. Coordinate with WYDOT and the City on project scope and cost updates.

8. RESPONSIBILITIES OF THE CITY

The City shall:

- a. Reimburse the County in accordance with Section 6;
- b. Participate in project coordination meetings as needed; and
- c. Maintain records of all reimbursements for audit and compliance purposes.

9. SPECIAL PROVISIONS

- a. The reimbursement amount may be adjusted by mutual written agreement if WYDOT's final costs differ of the original cost estimates set forth in Exhibit B. The City shall not be required to reimburse more than twenty percent (20%) above the original estimate unless expressly agreed in a subsequent written amendment.
- b. Final construction percentages for each jurisdiction shall be determined after the Bid Letting.
- c. This Agreement is separate from WYDOT's Cooperative Agreements with the County and the City.

10. GENERAL PROVISIONS

- a. **Amendments.** This Agreement may be amended, modified, or supplemented only by a written instrument that is executed and signed by all parties. No oral statements, informal communications, course of dealing, or other conduct shall be effective to modify or amend this Agreement.

- 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 Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement 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 Agreement.
- e. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
- f. **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.
- g. **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 (42 U.S.C. § 12101, *et seq.*), and the Age Discrimination Act of 1975, and shall not discriminate on the basis of age, sex, creed, color, race, religion, national origin, ancestry, pregnancy, or qualifying disability in connection with performance under this Agreement.
- h. **Governmental Immunity.** The parties do not waive governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable laws.
- i. **Third-Party Beneficiary Rights.** This Agreement does not create any rights in any individual or entity as a third-party beneficiary. The rights, duties, and obligations contained herein operate solely between the parties.
- j. **Force Majeure.** The performance of this Agreement shall be subject to force majeure events including, but not limited to, acts of God, fire, flood, natural disaster, war, terrorism, civil disorder, strikes, governmental regulation, or recognized public health threats (including COVID-19, H1N1, or similar). In such cases, either party may cancel this Agreement without penalty by written notice to the other.
- k. **Severability.** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

- l. **Notice.** All notices arising out of this Agreement shall be in writing and delivered either by regular mail or in person.
- m. **Termination.** Either party may terminate this Agreement, with or without cause, by providing thirty (30) days' written notice to the other party. Upon termination, both parties shall cooperate in good faith to wind down project activities, prorate costs, reimburse advanced expenses, and clarify responsibility for any already-incurred obligations. Upon termination, the City shall be responsible only for reimbursing its proportional share of eligible costs incurred and approved prior to the effective date of termination, subject to the limitations set forth in this Agreement.
- n. **Prior Approval.** This Agreement shall not be binding until approved in writing by all necessary authorities.
- o. **Entire Agreement.** This document, and the attached exhibits, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives on the dates set forth below, certifying that they have read, understood, and voluntarily agreed to its terms and conditions.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY:

City of Cheyenne, a Municipal Corporation

By: Patrick J. Collins, Mayor

ATTEST

Kylie Soden, City Clerk

Laramie County:

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

By: Gunnar Malm, Chair, Laramie County Board of Commissioners

ACKNOWLEDGEMENTS

State of Wyoming)
) ss.
County of Laramie)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2026,
by Gunnar Malm, Chair, Laramie County Board of Commissioners.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Exhibit A

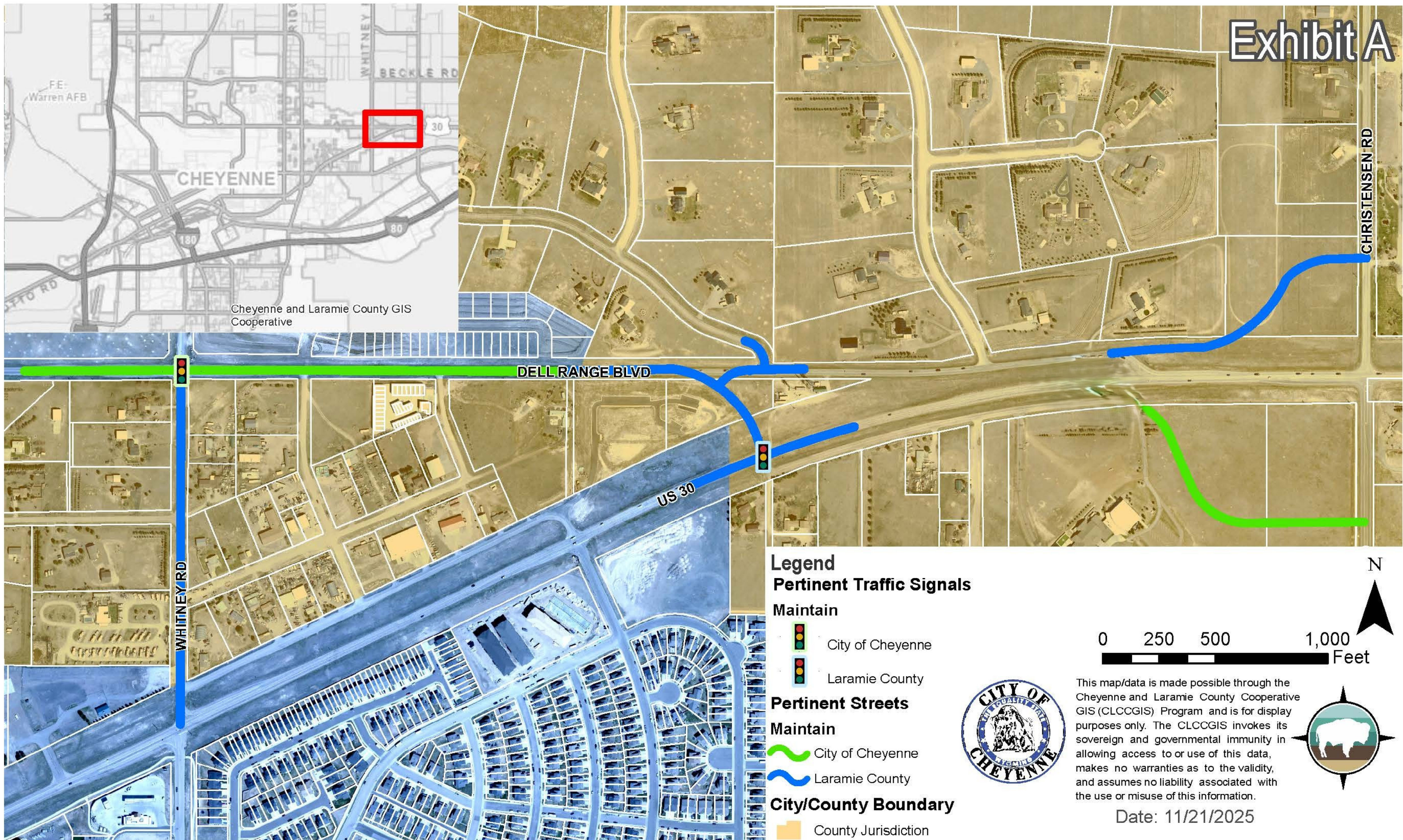


EXHIBIT B
SUMMARY OF ANTICIPATED JURIDICTIONAL COSTS

Federal Project STPU-CH B231031
Cheyenne Streets
US 30 and Dell Range Blvd. and Whitney Road
Laramie County

<u>Item</u>	<u>B231031</u> <u>Laramie County</u>	<u>B221004</u> <u>City of Cheyenne</u>	<u>Total</u>	
Estimated Construction Cost (2026)	\$ 5,975,782.00	\$ 6,007,398.00	\$ 11,983,180.00	[a]
% of Construction Costs	49.9%	50.1%	100.0%	[b]
20% Preliminary Engineering (2026)	\$ 2,396,636.00	\$ -	\$ 2,396,636.00	[c]
10% Construction Engineering (2026)	\$ 597,578.00	\$ 600,740.00	\$ 1,198,318.00	[d]
Right-of-way Acquisition Costs	\$ 1,093,878.00			[e]
Utility Relocation Costs	\$ 300,000.00			[f]
Total Direct Costs = [a]+[c]+[d]+[e]+[f]	\$ 10,363,874.00	\$ 6,608,138.00	\$ 15,578,134.00	[1]
Indirect Cost Allocation Plan (ICAP): [= [1] x 0.11]	\$ 1,140,026.00	\$ 726,895.00	\$ 1,866,921.00	[2]
Total Project Costs = [1]+[2]	\$ 11,503,900.00	\$ 7,335,033.00	\$ 17,445,055.00	[3]

FUNDING BREAKDOWN

WYDOT's Maximum Federal urban funds available through FY2026:

<u>[% OF TOTAL AVAILABE \$13,199,931]</u>	\$ 6,586,766.00	\$ 6,613,165.00	\$ 13,199,931.00	[4]
Match Portion: [[4] / 0.9049] x (0.0951)]	\$ 692,233.00	\$ 695,007.00	\$ 1,387,240.00	[5]
Total Project Costs = [4] + [5]	\$ 7,278,999.00	\$ 7,308,172.00	\$ 14,587,171.00	
Overmatch: [3]-[4]-[5]	\$ 4,224,901.00	\$ 26,861.00	\$ 4,251,762.00	[6]
Total Jurisdiction Portion = [5] + [6]	\$ 4,917,134.00	\$ 721,868.00	\$ 5,639,002.00	

CITY OF CHEYENNE REIMBURSEMENT TO LARAMIE COUNTY

Preliminary Engineering Costs: [c] x 0.501	\$ (1,200,715.00)	\$ 1,200,715.00		[7]
WYDOT ICAP Fees for (PE): [7] x 0.11	\$ (132,079.00)	\$ 132,079.00		[8]
Right-of-way Costs (ROW):	\$ (393,765.00)	\$ 393,765.00		[9]
WYDOT ICAP Fees for (ROW): [9] x 0.11	\$ (43,315.00)	\$ 43,315.00		[10]
Utility Relocation Costs (Utility):	\$ (300,000.00)	\$ 300,000.00		[11]
WYDOT ICAP Fees for (Utility): [11] x 0.11	\$ (33,000.00)	\$ 33,000.00		[12]
Reimbursement to Laramie County	\$ (2,102,874.00)	\$ 2,102,874.00		[13]
For Estimate (1.20 x [13])	\$ (2,523,500.00)	\$ 2,523,500.00		
Total Actual Jurisdiction Portion	\$ 2,814,260.00	\$ 2,824,742.00	\$ 5,639,002.00	