

**MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF TRANSPORTATION
AND
LARAMIE COUNTY COMBINED COMMUNICATIONS CENTER**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard Cheyenne, Wyoming 82009, and the Laramie County Combined Communications Center (LCCCC), whose address is: 415 West 18th Street #321, Cheyenne, Wyoming 82001.
2. **Purpose.** The purpose of this MOU is to describe the terms and conditions under which WYDOT will install two (2) 4.9 gigahertz (GHz) Point-to-Point (PTP) radios to use as a relay on the Fox Farm Tower (Communication Tower) owned and operated by LCCCC.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU (Effective Date) and shall remain in full force and effect until December 31, 2033. 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.
4. **Payment.** WYDOT agrees to pay LCCCC for the services described herein. The total payment under this MOU shall not exceed ten dollars (\$10.00). Payment shall be made upon receipt of invoice.
5. **Responsibilities of WYDOT.** WYDOT agrees to:
 - A. Pay LCCCC in accordance with Section 4 above.
 - B. Install two (2) 4.9 GHz PTP radios with integrated antennas at sixty (60) feet on the Communications Tower. Installation will maintain R56 standards, and the radios will operate at 4930 to 4985 megahertz (MHz) utilizing a 10 MHz wide channel.
 - C. Use the radio as the network connection between Wyoming Highway Patrol Dispatch and Wyoming Division of Criminal Investigation.
6. **Responsibilities of LCCCC.** LCCCC agrees to:
 - A. Grant WYDOT permission to install and operate two (2) 4.9 GHz PTP radios with integrated antennas on the Communications Tower.
 - B. Provide WYDOT access to the equipment inside the building and on the Communication Tower in the event of equipment failure, 24 hours a day and 365 days a year.

- C. Notify WYDOT twenty-four (24) hours in advance of any maintenance activities that may result in equipment downtime. LCCCC will not be liable for any outages to WYDOT equipment.

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. **Assignment Prohibited and MOU Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this MOU without the prior written consent of the other party. LCCCC shall not use this MOU, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. **Compliance with Laws.** LCCCC shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this MOU.
- E. **Entirety of Agreement.** This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- F. **Ethics.** LCCCC shall keep informed of and comply with the Wyoming Ethics and Disclosure Act. (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the LCCCC profession.
- G. **Extensions.** Nothing in this MOU shall be interpreted or deemed to create an expectation that this MOU will be extended beyond the term described herein.
- H. **Force Majeure.** Neither party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such cases 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. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- I. Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** LCCCC shall function as an independent contractor for the purpose of this MOU and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this MOU, LCCCC shall be free from control or direction over the details of the performance of services under this MOU. LCCCC shall assume sole responsibility for any debts or liabilities that may be incurred by LCCCC in fulfilling the terms of this MOU and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this MOU. Nothing in this MOU shall be interpreted as authorizing LCCCC or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. LCCCC agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of LCCCC or LCCCC's agents or employees as a result of this MOU.
- K. Notices.** All notices arising out of, or from, the provisions of this MOU shall be in writing either by regular mail or delivery in person at the addresses provided under this MOU.
- L. 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.
- M. 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.
- N. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this MOU and the LCCCC expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign 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.

- O. Termination of Agreement.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice.
- P. 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 insure 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.
- Q. Titles Not Controlling.** Titles of section and subsections are for reference only and shall not be used to construe the language of 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. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This MOU may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOU. Delivery by LCCCC of an originally signed counterpart of this MOU by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

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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

Mark Kelly,
Emergency Communications Program Manager

Date

LCCCC: LARAMIE COUNTY COMBINED COMMUNICATIONS CENTER

Signature

Date

Print Name & Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #235775

Madison Barber, Assistant Attorney General

12/11/2023

Date

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