

**MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF TRANSPORTATION
AND
THE BOARD OF LARAMIE COUNTY COMMISSIONERS**

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 Board of Laramie County Commissioners (County), whose address is: 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82001.
2. **Purpose.** The purpose of this MOU is to outline the terms and conditions by which WYDOT will partially fund the contract between the County and Motorola Solutions, Inc. (Motorola) in support of operation of County-owned WyoLink towers.
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 and shall remain in full force and effect for a period of two (2) years. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice.
4. **Payment.** No payments shall be made between the parties as a result of this MOU. However, WYDOT agrees to pay Motorola on behalf of the County for eligible expenses related to the services described in Section 5(A) at the rates described in Section 6(A).
5. **Responsibilities of the County.** The County agrees to:
 - A. Provide written authorization allowing Motorola to provide WYDOT an itemized invoice of the County's expenses related to the following services directly related to County-owned and operated towers connected to the WyoLink System:
 - (i) Infrastructure repair;
 - (ii) Network monitoring;
 - (iii) Technician support;
 - (iv) Dispatch services;
 - (v) Advanced equipment exchange;
 - (vi) Onsite technician support;
 - (vii) Preventative maintenance; and
 - (viii) Microwave support.
 - B. Acknowledge WYDOT will only fund services directly related to County-owned and operated towers connected to the WyoLink System that are:

- (i) Operated without restrictions to statewide WyoLink users. Any user restrictions must be mutually agreed upon and programmed through the WyoLink Support Office; and
- (ii) For the services described in Section 5(A). No other services or expenditures will be permitted.

WYDOT will determine at its sole discretion whether invoiced expenses are eligible to be paid under the terms of this MOU.

- C. In the event the Wyoming Legislature ceases or adjusts funds appropriated to WYDOT for the purpose of operation and maintenance of the WyoLink System, WYDOT may, at its sole discretion, reduce or cease payment to Motorola on behalf of the County, and the County shall be responsible for any and all unpaid invoiced costs.

6. **Responsibilities of WYDOT.** WYDOT agrees to:

- A. Pay Motorola on behalf of the County for eligible expenses related to the services described in Section 5(A). WYDOT and Motorola will negotiate the frequency and timing of invoices. In no event shall WYDOT pay Motorola on behalf of the County more than:
 - (i) Ninety-four thousand, twenty-nine dollars and fifty-eight cents (\$94,029.58) during the first year; and
 - (ii) Ninety-eight thousand, seven hundred thirty-one dollars and one cent (\$98,731.01) during the second year.
- B. Notify the County as soon as reasonable if any expenses invoiced by Motorola for payment on behalf of the County are deemed ineligible for payment under the terms of this MOU.
- C. Notify the County as soon as reasonable in the event the payments to Motorola on behalf of County will be reduced or ceased.

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. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the County which are pertinent to this MOU.
- D. Availability of Funds.** WYDOT's obligation to pay Motorola on behalf of the County 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, the MOU may be terminated by either party at the end of the period for which the funds are available. Similarly, WYDOT may adjust the amount paid to Motorola on behalf of the County. 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 termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- E. Entirety of Agreement.** This MOU, consisting of five (5) pages, represents the entire and integrated MOU between the parties and shall supersede all prior negotiations, representations and agreements, whether written or oral.
- F. 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.
- G. 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.
- H. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and 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 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.

- I. 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.

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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**

Nathan Smolinski, Chief Technology Officer

Date

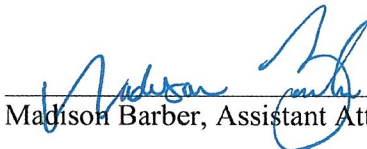
**COUNTY:
THE BOARD OF LARAMIE COUNTY COMMISSIONERS**

Signature

Date

Name, Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #246345

Madison Barber, Assistant Attorney General

07-07-25

Date

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



10/18/25