

MEMORANDUM OF UNDERSTANDING

BETWEEN

LARAMIE COUNTY, WYOMING AND THE CITY OF CHEYENNE

This Memorandum of Understanding (MOU) is by and between the City of Cheyenne, a municipal corporation existing under the laws of the State of Wyoming ("City"), located at 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, and Laramie County ("County"), a body corporate and political subdivision of the State of Wyoming, located at 309 W. 20th Street, Cheyenne WY 82001. The City and County are collectively referred to as "Party" or "Parties." This MOU shall become effective upon the date of the last signature affixed hereto.

WHEREAS, the purpose of this agreement is to specify financial reimbursement by the County to the City for the shared cost of a contract modification to the Metropolitan Planning Organization Safe Routes to School Plan to add eight (8) additional schools to that plan—one (1) public school and seven (7) private schools. The schools to be added are public school Willadsen Elementary (K-6), and private schools Cheyenne Hills Christian Academy (Pre-K - 6th Grade), Cheyenne Classical Academy (K-12), Destiny Christian Academy (K-12), St. Mary's Catholic School (Pre-K - 6th grade), Laura E. Mason Christian Academy (K-8), Trinity Lutheran Church and School (K-12), and Harvest Time Christian Academy (Pre-K - 4th grade). The total to be reimbursed by the County is nineteen thousand seven hundred fifty-five dollars and fourteen cents (\$19,755.14);

WHEREAS, a concept Memorandum of Understanding (MOU) was discussed and agreed upon at the Cheyenne Metropolitan Planning Organization Policy Advisory Committee meeting on March 5th, 2025, which meeting included representatives from WYDOT, Laramie County, and City of Cheyenne;

WHEREAS, agreement was made that a multi-jurisdictional funding partnership would be advantageous;

WHEREAS, agreement was made to move forward with a contract modification to add the eight (8) additional schools to the Safe Routes to School Plan;

WHEREAS, for the purposes of the Metropolitan Planning Organization Safe Routes to School Plan, the following grants were made available for a total funding amount of \$282,523.62: (1) Safe Routes to School Tap Grant for \$250,000.00; (2) CRMC Grant for \$13,136.81; (3) FORMAK Grant for \$13,136.81; and, (4) WYDOT Grant for \$6,250.00. The cost of the contract modification to add the eight (8) additional schools to the Safe Routes to School Plan (split between City and County) is \$39,510.27, making the total amount for the plan \$322,033.89; and

WHEREAS, Laramie County has agreed to pay one-half of the contract modification amount to the City totaling \$19,755.14.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to specify financial reimbursement to the City for the Safe Routes to School contract modification.

2. Term. This MOU shall commence on the last date executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect until payment by the County has been made to the City Treasurer's Office in the amount of \$19,755.14.

3. General Provisions.

a. Amendments. 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. 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 MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this MOU 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 MOU.

e. 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.

f. 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 (ADA), as amended, 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto, and shall not discriminate against any individual on the grounds of age, sex, creed, color, race, religion, national origin, ancestry, pregnancy, or qualifying disability in connection with the performance under this MOU.

g. Governmental Immunity. The Parties do not waive governmental immunity by entering into this MOU and specifically retains all immunities and defenses available to the Parties as a governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all

other applicable laws. Designation of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.

h. 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 Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

i. Force Majeure. The performance of this MOU by the Parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this MOU. This MOU may be cancelled by any Party,

without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other Party.

j. Severability. If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

k. Notice. All notices arising out of or from the provisions of this MOU shall be in writing and given to the Party either by regular mail or delivery in person.

l. Termination. Any Party may terminate its participation in this MOU, with or without cause, by providing thirty (30) days written notice to the other Party. Termination of this agreement by the County shall not discharge the County of its reimbursement obligation as provided in this MOU.

m. Prior Approval. This MOU shall not be binding upon the Parties, no services shall be performed under the terms of this MOU, and no payments shall be made until this MOU has been reduced to writing and approved by all necessary authorities.

n. Entirety of Contract. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

8. Signatures. In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out on the following page and certify that they have read, understood, and knowingly and voluntarily agreed to the terms and conditions of this MOU.

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Signature Page

The effective date of this MOU is the date of the signature last affixed to the document.

City of Cheyenne

Date April 7, 2025
(SEAL)
Attest: 

Kylie Soden, City Clerk

By: _____


Patrick Collins, Mayor

Laramie County

Date

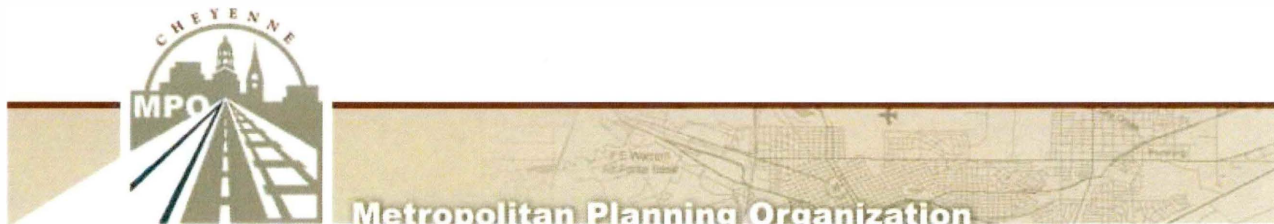
By: _____

Gunnar Malm, County Commissioner

Approved as to form only:



Laramie County Attorney's Office



MEMO

TO: Molly Bennett, Laramie County Public Works Director
FROM: Christopher Yaney – MPO Director, Cheyenne MPO
DATE: April 4, 2025
SUBJECT: Professional Services Agreement Contract Modification #1 for Safe Routes to School

A Request for Professional Services Agreement Contract Modification #1 for the Safe Routes to School to add 1 public school and 7 private schools to the plan update requested by the MPO Policy Committee. We received a Change Order from Stantec for an increase of \$39,510.27. The Professional Services Agreement Contract Modification #1 is less than \$75,000 does not require governing body approval prior to execution by Mayor Collins.

The purpose of this Professional Services Agreement Contract Modification #1 for the Safe Routes to School is to add 8 additional schools to the plan recommended by the MPO Policy Committee. The cost of the Change Order (Contract Modification #1) covers the addition school not in the current list of schools originally selected from the scope of work Stantec performed from the Grant funded program. The match funds were covered by CMRC, FOMAK and WYDOT with no funds from the City or County. Please know that the Grant funding is fully allocated and cannot cover the additional schools added to this plan.

This contract is not-to-exceed the amount of \$282,523.62 (Grant funded) and adding \$39,510.27 to the project that will be covered by split cost share City \$19,755.13 (Tom Cobb, City Engineer has approved to pay city shared cost) and County \$19,755.14.

The MPO Policy Committee approved this change order during the last meeting December 18, 2024, for Stantec to add the additional schools to the Safe Routes to School Plan.

Please reach out to me directly if you have any questions regarding this contract. I can be reached at 638-4308 and cyaney@cheyennempo.org.