

MEMORANDUM OF UNDERSTANDING REGARDING SIXTH PENNY FUNDS
between
LARAMIE COUNTY, WYOMING / LARAMIE COUNTY LIBRARY SYSTEM

THIS MOU is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (ACOUNTY@) and the Laramie County Library System, 2200 Pioneer Ave, Cheyenne, Wyoming 82001, (ALIBRARY@). The parties agree as follows:

I. PURPOSE

The purpose of this MOU is to transfer funds approved by the voters of Laramie County in the 2021 6th Penny Election. Specifically, the funds to be transferred are described in Proposition 7 as follows: "\$203,022.63 to Laramie County for Laramie County Library boiler replacement" (hereinafter "6th Penny funds"). The Laramie County Library agrees to accept stewardship of all funds required for the project.

This MOU serves as an MOU to move all accounting, payment and finance related control and processes regarding the 6th Penny funds from the COUNTY to the LIBRARY. This includes but is not limited to processes by which 6th Penny funds shall be routed, held, disbursed and approval of and payments made from funds procured through the 6th Penny collection.

II. TERM

This MOU shall commence on the date last executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until the \$203,022.63 of 6th Penny funds is collected and distributed to LIBRARY, or until terminated pursuant to the provisions of this MOU.

III. RESPONSIBILITIES OF COUNTY

COUNTY agrees that funds collected by the Laramie County Treasurer produced by the 6th Penny ballot resolution for the Laramie County Library boiler replacement shall be distributed to LIBRARY and shall be under the control and supervision of LIBRARY.

IV. RESPONSIBILITIES OF LIBRARY

LIBRARY shall exercise control and stewardship over all funds used in the completion of the Laramie County Library boiler replacement acquired through 6th Penny collections.

V. GENERAL PROVISIONS

A. Termination: This MOU may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this MOU; (b) by either party,

with thirty (30) days' prior written notice to the other party; or (c) upon mutual written MOU by both parties.

B. Entire Agreement: This MOU (4 pages) represents the entire and integrated MOU and understanding between the parties and supersedes all prior negotiations, statements, representations and MOUs, whether written or oral.

C. Assignment: Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This MOU shall be modified only by a written Amendment, duly executed by all parties hereto.

E. Invalidity: If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this MOU are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to LIBRARY and to COUNTY in executing this MOU. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this MOU.

G. Contingencies: LIBRARY certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this MOU.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this MOU because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. ' 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY and LIBRARY do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 *et seq.*, by entering into this MOU. Further, COUNTY and LIBRARY fully retain all immunities

and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU.

K. Indemnification: Each party to this MOU shall be responsible for any liability arising from its own conduct, including the conduct of its agents, employees, representatives and other personnel. Neither party agrees to insure, defend or indemnify the other.

L. Third Parties: 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 the MOU, and shall inure solely to the benefit of the parties to this MOU.

M. Notices: All notices required and permitted under this MOU shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

N. Compliance with Laws: LIBRARY shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

LIBRARY:

By: Elizabeth A. Tallow Date 3/7/22
Chair, Laramie County Library System Board of Directors

This MOU is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 3/10/22
Laramie County Attorney's Office