

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

Federal Project HRRR 0.00 HR18901
Wyoming Rural Road Safety Program
Signing at Various Locations
Laramie County

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 Commission (County) whose address is 309 W. 20th St, Cheyenne, Wyoming 82001.
2. **Purpose.** The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties on the above-mentioned project located at various locations throughout Wyoming. Work will involve the purchasing, delivery, building, installation and reviewing for compliance of signs.
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 until terminated. 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.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WYDOT.** WYDOT will provide and deliver signs to the specified locations established in the Wyoming Rural Road Safety Program (WRRSP). WYDOT's consultant, Wyoming Technology Transfer Center/Local Technical Assistance Program (T²), will review the County for compliance.
6. **Responsibilities of the County.** The County has agreed to install the signs in specified locations established in the WRRSP.
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. Entirety of Agreement.** This MOU, consisting of four (4)] pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- D. Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this MOU may be terminated without penalty if a private entity that receives funds under this MOU:

 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- E. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- 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 his 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.** The State of Wyoming, WYDOT and the County do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

- 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.

Attest:

Laramie County Commission:

Signature

Chairman

Print Name and Title

Print Name

(SEAL)

Date

Attest:

Wyoming Department of Transportation:

Sandra J. Scott, Secretary

Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

Transportation Commission of Wyoming

Date

(SEAL)

Approved as to form:

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

By: _____

Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date MOU prepared: 1/10/18