

Contract #: 236128

Entry Date: 12/13/2023 4:09:42 PM

Department: Wyoming Department of Transportation, GIS/ITS

WYOMING ATTORNEY
GENERAL'S OFFICE

Agency Contact: Meyer, Dalelynn

Phone: 3077776479

DEC 27 2023

Other Agency Contact:

Madison Barber
APPROVED AS TO FORM

Client Comments:

Contractor/Vendor Name: Laramie County

Contract Title: Laramie County MOU

Contract Type: MOU

Contract Amount: 0.0000

Contract Effective Date:

Contract Expiration Date: 12/31/2028 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Madison Barber

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING DEPARTMENT OF TRANSPORTATION, GEOGRAPHIC
INFORMATION SYSTEMS/INTELLIGENT TRANSPORTATION SYSTEMS
PROGRAM
AND
LARAMIE COUNTY**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Transportation, Geographic Information Systems/Intelligent Transportation Systems Program (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009 and Laramie County (County), whose address is: 310 West 19th Street Suite 300, Cheyenne, Wyoming 82001.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions by which the County will provide WYDOT with real-time road closure information to be reported to navigation companies through a data feed and to the traveling public through WYDOT's public traveler information systems.
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 for five (5) years.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of County.** The County agrees to:
 - A. Acknowledge the following:
 - (i) WYDOT will serve as the conduit to provide information to navigation companies and to the traveling public. The County maintains responsibility for verifying accuracy of all information submitted to WYDOT and shall notify WYDOT immediately if any data errors are discovered.
 - (ii) WYDOT cannot guarantee that navigation companies will use the County road closure information provided.
 - (iii) The County is responsible for sharing information with residents about the potential for County road closures and managing any programs that allow drivers to travel on otherwise closed County roads.
 - (iv) The data feed requirements imposed by navigation companies may be changed from time to time. WYDOT will coordinate with the County to ensure compliance.

- B.** Provide WYDOT a list of County roads subject to closure. For each road, the County shall provide the following information:
- (i)** Whether the road is subject to seasonal road closure. If yes, the following additional data elements are required:
 - (a)** Start and end date of the seasonal road closure. Provide an estimated opening time.
 - (b)** Physical extent of the road closure (closure start and end points).
 - (c)** The drivers and/or vehicle types impacted by the closure. For example, all vehicles, trailer traffic, local traffic permitted, etc.
 - (ii)** Whether the road is subject to automatic closure based on pre-defined conditions. If yes, the following additional data elements are required:
 - (a)** Conditions under which WYDOT should report the road as closed. For example, the closure of an adjacent state route or county road.
 - (b)** Physical extent of the road closure (closure start and end points).
 - (c)** The drivers and/or vehicle types impacted by the closure. For example, all vehicles, trailer traffic, local traffic permitted, etc.
 - (d)** Reason for the closure.
 - (e)** County representatives authorized to request an exception to automatic closures.
 - (f)** Whether WYDOT should provide an estimated road opening time.
 - (iii)** Whether the road is subject to closure on an ad hoc basis. If yes:
 - (a)** The County shall provide WYDOT a list of County representatives authorized to report road closures.
 - (b)** The County shall provide the following data elements for each closure:
 - (1)** Physical extent of the road closure (closure start and end points).

- (2) Reason for the closure.
 - (3) Estimated road opening time, if available.
 - (c) The drivers and/or vehicle types impacted by the closure. For example, all vehicles, trailer traffic, local traffic permitted, etc.
 - (d) The County acknowledges WYDOT will report the road as closed until an authorized County representative requests that the road be reported as opened. WYDOT may ask for updates to the road opening time.
 - (iv) Any additional information requested by WYDOT necessary to report the road closures.
- C. Identify a point of contact for the County regarding this MOU. WYDOT will send notices regarding this MOU to:
- Laramie County Public Works
13797 Prairie Center Cir
Cheyenne, WY 82009
307-633-4302
Molly.bennett@laramiecountywy.gov
- Laramie County Information Technology
310 W 19th Ste 410
Cheyenne, WY 82001
307-633-481
itd@laramiecountywy.gov
- D. Authorize WYDOT to disclose information to navigation companies.
 - E. Authorize WYDOT to display on WYDOT information systems.
 - (i) Coordinate with WYDOT for information to be posted.
 - F. Coordinate with WYDOT to verify mutual understanding of data provided to WYDOT under the terms of this MOU.
 - G. Coordinate with WYDOT to verify how County data will be displayed on WYDOT public information systems.

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

MOU between the Wyoming Department of Transportation, Geographic Information Systems/Intelligent Transportation Systems Program and Laramie County

- A. Provide navigation companies information regarding County road closures through a data feed.
- B. Provide the County instructions on how to contact WYDOT to report ad hoc road closures, report exceptions to automatic road closures, and update seasonal road closure information.
- C. Coordinate with the County to verify mutual understanding of the data provided.
- D. Notify the County in the event data feed requirements are changed and coordinate with the County to ensure compliance.
- E. Reports from the County regarding this MOU should be forwarded to:

GIS/ITS Program Manager, WYDOT
5300 Bishop Blvd
Cheyenne, WY 82009
307-777-4231
wyoroad@wyo.gov

- F. Display authorized data on WYDOT information systems.
 - (i) Coordinate with the County for information to be posted.

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, without regard to conflicts of law principles. 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. The County 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.** The County 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 eight (8) pages, represents the entire and integrated agreement between the parties and shall supersede all prior negotiations, representations and agreements, whether written or oral.
- F. Ethics.** The County 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 County's 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.** The County 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, the County shall be free from control or direction over the details of the performance of services under this MOU. The County shall assume sole responsibility for any debts or liabilities that may be incurred by the County 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 the County 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. The County 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 the County or the County'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 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.
- 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 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.
- 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 the County 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,
Geographic Information Systems/Intelligent Transportation Systems Program

Nathan Smolinski, Chief Technology Officer

Date


COUNTY:

Laramie County

Chairman, Laramie County Commissioners

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #236128

Madison Barber, Assistant Attorney General

12/27/2023

Date

REVIEWED AND APPROVED AS TO FORM ONLY

By: 

Laramie County Attorney's Office

2-14-24

Date