

MEMORANDUM OF UNDERSTANDING
concerning
SERVICES AGREEMENT to benefit SENIOR CITIZENS OF LARAMIE COUNTY
between
LARAMIE COUNTY, WYOMING and CHEYENNE HOUSING AUTHORITY (CHA)

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608 ("County"), on behalf of the Laramie County Senior Services Board a/k/a Board of Directors of Laramie County Senior Services, 310 West 19th Street, Suite 300, Cheyenne, WY 82001 ("LCSS"), and Cheyenne Housing Authority, PO Box 20046, Cheyenne, WY 82003 ("CHA") (each of the foregoing, a "Party" and collectively the "Parties"). This Agreement is made with reference to the following recitals:

RECITALS

- A. CHA is the owner of the property, described as follows and hereinafter referred to as "Foxcrest":

Property formerly known as Lot 4 and Lot 5 of Foxcrest Subdivision (consisting in their entirety of 33,143 sq. feet.) Along with all improvements thereupon, other appurtenances, and all fixtures currently on the premises and, subject to any easements of record.

- B. A building was constructed at the expense and direction of County using sixth penny funds, at Foxcrest, to provide services for the seniors of Laramie County and is very near to completion, and capable of being opened to the public for use. The arrangement was pursuant to a previous MOU between the Parties that was terminated by mutual agreement in October of 2024.

- C. There is a pending contract for CHA to sell Foxcrest to County upon release of a pending lien by the US Department of Housing and Urban Development ("HUD"); the resolution of which may take additional time. (**"Executed Counteroffer between County and CHA, Exhibit A"**)

- D. The Parties wish to engage in an agreement for County to deliver services to the community at Foxcrest during the interim period until the transfer of Foxcrest is completed from CHA to County.

- E. The Parties anticipate that the County is entering into this Agreement on behalf of the Laramie County Senior Services Board ("LCSS Board"), an independent County entity specifically created to deliver senior services in Laramie County at a senior center.

- F. Tremendous communication and coordination between CHA, the Department of Health, LCSS and the County has determined that a July 1, 2025 date ("Transition Date") of commencing services pursuant to the Agreement, makes the most logistical sense.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

I. PURPOSE

The purpose of this Agreement is to outline the operational expectations and foster a cooperative relationship between the Parties to deliver senior services at Foxcrest.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until the earlier of: 1) the transfer of Foxcrest from CHA to County per **Exhibit A** is complete, or 2) ten (10) months from the date last executed by the duly authorized representatives of the parties to this Agreement.

III. RESPONSIBILITIES OF CHA

A. CHA shall continue its responsibilities to the City of Cheyenne and coordinate with HUD concerning the pending application to release the lien at Foxcrest.

B. CHA shall provide all required notice and continue coordination with the City of Cheyenne, Wyoming Senior Services Board, County and LCSS concerning the Transition Date of July 1, 2025. This includes required notice for transfers of funding from CHA to LCSS, post 30-day notices of the closure of senior programs at other sites, and notice to lay off employees.

C. CHA shall continue to coordinate with LCSS on the transfer of specific items, which may incorporate a more specific and itemized agreement between LCSS and CHA as the Transition Date approaches.

D. CHA shall guarantee access to Foxcrest for LCSS, County, the public and any vendors or third parties necessary to advance and implement the provision of senior services at Foxcrest.

E. CHA will continue to communicate and coordinate with LCSS, the transfer of expected funds from CHA to LCSS which are estimated to be \$118,506.60 as of the Transition Date.

IV. RESPONSIBILITIES OF COUNTY

A. LCSS shall coordinate and cooperate with CHA concerning all matters required by the Wyoming Aging Division, Wyoming Senior Services Board, Wyoming Department of Health and other agencies concerning the transition of senior services from CHA to LCSS.

B. County and LCSS shall comply with all local and State requirements to hire staff members to provide services at Foxcrest. The parties understand that services provided at Foxcrest will be provided by staff hired and managed by LCSS during the Agreement and after the Transition Date. All other services provided by CHA outside of Foxcrest, are not subject to this agreement.

C. County and LCSS shall continue to provide informational technology infrastructure and support during this Agreement.

D. County and LCSS shall maintain and coordinate utility payments, necessary permits, appropriate taxes, and insurance necessary for personnel, premises and services for seniors, during the Agreement and that building expenses incurred since the completion of construction in November 2024 will remain an expense of the County.

E. LCSS shall continue to coordinate with CHA on the transfer of specific items, which may incorporate a more specific and itemized agreement between LCSS and CHA as the Transition Date approaches.

F. Specific services by LCSS are to be provided at Foxcrest which include many of the services defined within the funding agreements between LCSS and the Wyoming Department of Health, Wyoming Senior Services Board, Laramie County, and City of Cheyenne; to the extent said services can be serviced at the Foxcrest senior center. Exhibit B details a partial list of these potential services described in **Exhibit B**, attached and incorporated herein.

V. GENERAL PROVISIONS

A. Acceptance Not Waiver: County approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

B. Entire Agreement: This Agreement (6 pages) and Exhibits (__ Pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Aside from the County delegation of responsibilities to LCSS, neither this Agreement, 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 Agreement shall be modified only by a written agreement, duly

executed by all parties hereto.

E. Invalidity: If any provision of this Agreement 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 Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement 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 Agreement 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 CHA and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive either Party's governmental immunity as provided in this Agreement.

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

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement 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: The Parties do not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 *et seq.*, by entering into this Agreement. Further, the Parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, related to this Agreement.

K. 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.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

M. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said

party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

N. Notices: All notices required and permitted under this Agreement 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.

O. Compliance with Laws: CHA and County shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

P. Remedies. All remedies at law and equity shall be available to the parties, including specific performance.

[signatures on following page]

MEMORANDUM OF UNDERSTANDING
concerning
SERVICES AGREEMENT to benefit SENIOR CITIZENS OF LARAMIE COUNTY
between
: **LARAMIE COUNTY, WYOMING and CHEYENNE HOUSING AUTHORITY (CHA)**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Board of County Commissioners

Date 5/21/25

CHEYENNE HOUSING AUTHORITY:

By: _____
Board of Commissioners

Date 5-21-25

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____
Laramie County Attorney's Office

Date 5-21-25

By: _____
Laramie County Senior Service Board

Date 5/28/25

Exhibit A

Counteroffer

[attached]

Exhibit B

Example of Services to be provided at Foxcrest by LCSS

All services are planned, and the list below is neither exhaustive nor definite.

Physical Activities and Classes

- Zumba, Tai Chi, Yoga, Fitness Class, Meditation, Veterans Parkinson's Group, Poker, Bridge, Bingo, Dominoes, Blood Pressure Checks, Healthworks Mobile Clinic, Art Classes, and various guest speakers on topics concerning seniors like AARP, taxes, Internet, pain management, and more.

Field Trips

- The center plans to provide opportunities for seniors to take excursions around the city, state, and sometimes out of state in Colorado or Nebraska. Seniors may sign up to attend activities to Black Hawk Casino, English Tea in Denver, symphony trips, plays, Colorado Rockies Games (on Sundays).

Nutrition Services and Meals

- Nutritional support, Centsible Nutrition Class, and frequent meals (dates and times TBD) at the Foxcrest location.

Medical Loan Closet

- The senior center plans to operate a medical loan closet with items for anyone in our community who may need temporary medical equipment like wheelchairs, walkers, canes, shower chairs, and more, all free of charge.

**The Board of
Laramie County
Commissioners**



Brian Lovett
Chairman

Gunnar Malm
Vice-Chairman

Dr. Troy Thompson
Commissioner

Linda Heath
Commissioner

K.N. Buck Holmes
Commissioner

COUNTEROFFER
to Contract to Buy and Sell Real Estate
with
the Housing Authority of the City of Cheyenne

BUYER, Laramie County, a Wyoming Governmental entity, by and through the Laramie County Board of Commissioners hereby submits this counteroffer ("Counteroffer") to the Housing Authority of the City of Cheyenne's (hereinafter "SELLER") Contract to Buy and Sell Real Estate, aka "offer to purchase", dated August 22, 2024 (hereinafter, "Offer", attached and incorporated herein as **Exhibit A**).

The subject property (hereinafter "Property") in the Offer is described, to wit:

Property formerly known as Lot 4 and Lot 5 of Foxcrest Subdivision (consisting in their entirety of 33,143 sq. feet.) Along with all improvements thereupon, other appurtenances, and all fixtures currently on the premises and, subject to any easements of record.

Except as specifically provided herein, all such conditions and/or obligations imposed in said Offer are, as to BUYER, void and of no force and effect.

Counteroffer:

BUYER and SELLER agree to a purchase price of two-hundred thousand dollars (\$200,000.00).

SELLER shall: 1) resolve, satisfy and remove the HUD lien(s), together with, 2) any remediation that may be required to satisfy liens or obligations of any third party or governmental entity (both conditions hereinafter referred to as "Seller's Pre-Closing Conditions.")

SELLER shall notify BUYER with written confirmation ("Confirmation") of lien release(s) relating to Seller's Pre-Closing Conditions, within fourteen (14) days of SELLER receiving confirmation of the same.

Closing shall take place thirty (30) days after BUYER receives Confirmation from Seller.

BUYER agrees to indemnify SELLER for any damage inflicted by inspections and provide reasonable notice of intent to inspect.

Inspection deadline shall be (15) days after the BUYER receives Confirmation from Seller.

The parties acknowledge a use condition may be imposed by HUD, as part of any HUD lien release, for which SELLER might be unable to remedy, and BUYER would be subject.

The Board of
Laramie County
Commissioners



Brian Lovett
Chairman

Gunnar Malm
Vice-Chairman

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Commissioner

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Commissioner

K.N. Buck Holmes
Commissioner

Inspection resolution shall be (10) days prior to Closing. If a resolution cannot be reached, the parties may extend the Closing by mutual written agreement.

The parties shall split the Title Company's closing fee by each paying half of said closing fee.

SELLER agrees to provide a Title Policy, at its own expense, 60 days after closing.

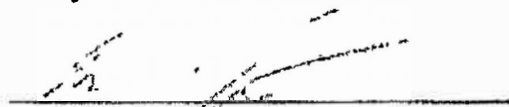
BUYER does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by providing this Counteroffer or in the event the parties enter into a Contract to Buy and Sell Real Estate with the SELLER. Further, BUYER fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

SELLER agrees to remove all trash or debris on the property at SELLER's expense prior to closing.

SELLER agrees, upon agreement by BUYER as to the sufficiency thereof, to provide a general warranty deed conveying release and waiver of all homestead rights, if any, and good and sufficient bill of sale to BUYER conveying said real and personal property including, but not limited to fixtures. That also be subject to any applicable taxes, local improvement districts right-of-way's easements of record, as well as any other impediments or obligations revealed in writing by seller upon or prior to closing.

FINALLY:

BUYER and SELLER agree that the Memorandum of Understanding between Laramie County, Wyoming and the Cheyenne Housing Authority in Regard to the Financing and Construction of the 6th Penny Laramie County Senior Activity Center, No. 211221-8, dated December 21, 2021, and pursuant to Section V.4(c) of the same, is hereby terminated.


Board of Laramie County Commissioners

10/1/2024
Date:-

Acceptance:


Lori Schoene, Chair, CHA Board

10-2-2024
Date: