

**MEMORANDUM OF UNDERSTANDING
Cooperative Geographic Information Systems
Small Unmanned Aerial System.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between Laramie County, a political subdivision of the State of Wyoming, 310 West 19th Street, P.O. Box 608, Cheyenne Wyoming, 82003-0608 ("COUNTY"), the City of Cheyenne, a municipal corporation organized under the laws of the State of Wyoming, 2101 O'Neil Avenue, Cheyenne, WY 82001 ("CITY"), and the City of Cheyenne Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, Wyoming 82001 ("BOPU"). The parties agree as follows:

I. PURPOSE

Pursuant to separate resolutions, the CITY, COUNTY and BOPU have established the Cheyenne/Laramie County Geographic Information Systems Cooperative (CLCGISC). The GIS Cooperative recognizes the importance of collecting and sharing data and technical resources as a means of promoting and protecting public safety, health and welfare. To achieve these goals, the parties to this Agreement desire to obtain small unmanned aerial system (sUAS) and necessary software to further the goals of the cooperative. The purpose of this Memorandum of Understanding is to identify monetary responsibilities for the funding of the sUAS and yearly software subscription, as well as establish rules of use for a cooperatively owned sUAS.

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 terminated pursuant to the provisions of this MOU.

III. RULES GOVERNING THE OPERATION A sUAS

- A. The Coordinator of the Cheyenne Laramie County GIS Cooperative shall server as the **sUAS Manager**. The sUAS Manager is responsible for scheduling of flights and licensing of processing software. The sUAS Manager should be a Certified Airman under part 107 of Title 14 of the Code of Federal Regulations (**Part 107**). The sUAS Manager is required to ensure the CLCGISC is in compliance with all laws pertaining to sUAS flights within the cooperative jurisdiction, as well apply for and maintain any waivers needed for use of the cooperative sUAS obtained from the FAA.
- B. Any CLCGISC member may request a flight time from the sUAS Manager with two weeks' notice prior to the planned flight. The sUAS Manager may schedule flight time with less notice in the case of an emergency, or at their discretion. Emergency Use will be determined by the sUAS Manger and may supersede any other planned flights scheduled by the sUAS Manager. The sUAS Manager may refuse to schedule any flight they deem to be unsafe or unlawful.

- C. Members may elect to have their own Pilot in Command (**PIC**) operate the sUAS or request that the sUAS Manager serve as the PIC for any given flight. All PIC's must be Certified Airmen under Part 107 and shall abide by all regulations and waivers applicable while using the cooperative sUAS.
- D. Liability insurance is the responsibility of the agency requesting a flight. The sUAS Manager shall purchase and maintain as long as they are able any product replacement plans available from the cooperative sUAS manufacturer. Any cost of repair to the cooperative sUAS not covered will be the responsibility of the CLCGISC Executive Committee to allocate on a case by case basis.
- E. Assignment of the processing software license will be the responsibility of the sUAS Manager. Members may request use of cooperative processing software, or ask that the sUAS Manager complete processing of data.

IV. FUNDING OF A sUAS

- A. The initial cost of purchase for hardware shall not exceed \$5000. The COUNTY shall pay this cost in full. The CITY and BOPU will each reimburse the COUNTY for 1/3rd the total cost.
- B. The software license shall be paid by the COUNTY in full. The CITY and BOPU will each reimburse the COUNTY for 1/3rd the total cost annually.
- C. Funding for future sUAS will be allocated by vote of the CLCGISC Executive Committee. The sUAS manager will give, at a minimum, an annual assessment of the current state of the sUAS market and the limitations of the current CLCGISC sUAS.

V. GENERAL PROVISIONS

- A. Termination: This MOU may be terminated by any of the parties with a one-year notice.
- B. Entire Agreement: This MOU consisting of a total of 5 pages represents 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: Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by the parties without the prior written consent of the other parties.
- D. Modification: This MOU shall be modified only by a written agreement, 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 inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the expressed 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 in executing this MOU. This provision is not intended nor shall it be construed to waive the Parties' governmental immunity as provided in this MOU.
- G. Contingencies: CITY and BOPU certify and warrant 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.*, as amended, and/or any properly promulgated rules and regulations relating thereto.
- J. Governmental/Sovereign Immunity: CITY, BOPU and COUNTY do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including WYO. STAT. ANN. §1-39-101-121 (2007), by entering into this MOU. Furthermore, CITY, BOPU and COUNTY 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 agreement shall be responsible for 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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only among the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU.

- M.** **Conflict of Interest:** The parties affirm, to their knowledge, no CITY, BOPU, or COUNTY employee has any personal beneficial interest whatsoever in the MOU described herein.
- N.** **Notices:** All notices under this MOU shall be provided at the earliest time possible but in no event fewer than fourteen (14) days prior to the action, change or other matter requested. All notices shall be deemed sent 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 to such party. A party may change its address for notice hereunder by giving written notice to the other party.

SIGNATURE PAGE

LARAMIE COUNTY, WYOMING

By: _____
Buck Holmes, Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ For. _____
Gladys Ayokosok, Deputy Laramie County Attorney

Date 4/3/18

CITY OF CHEYENNE

By: _____
Marian Orr, Mayor

Date 3.13.18

ATTEST:

By: _____
Carol Intlekofer, City Clerk

Date 3-13-18

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____
Sylvia Hackl, City Attorney

Date 2/7/18

CHEYENNE BOARD OF PUBLIC UTILITIES

By: _____
Brad Brooks, Director

Date _____

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____
Elizabeth Lance, Board of Public Utilities Attorney

Date _____

