

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**LARAMIE COUNTY FAIR & LARAMIE COUNTY WYOMING**  
**IN REGARD TO THE FINANCING AND CONSTRUCTION OF THE 6<sup>TH</sup> PENNY**  
**MULTI-PURPOSE BUILDING**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between the Laramie County FAIR Board, 3967 Archer Pkwy., Cheyenne Wyoming 82009, ("FAIR") and Laramie County, Wyoming P.O. Box 608, Cheyenne Wyoming 82003 ("COUNTY"). The parties agree as follows:

**I. PURPOSE**

The purpose of this MOU is to acknowledge that the COUNTY intends to assist the FAIR in the construction of the Multi-Purpose Building Project (hereinafter "project") as approved by the voters in the 6<sup>th</sup> Penny Ballot resolution. As for this assistance, County agrees to accept stewardship of all funds required for the project including acting as the principal in any financing agreements with American National Bank (ANB). As consideration for the FAIR participation and agreement in this MOU is the ability to more immediately commence construction of the project rather than await full funding their 6th any collections.

This MOU serves as an agreement to move all accounting, payment and finance related control and processes from the AIR to the COUNTY. 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 both through the 6th Penny collection as well as any financing employed for the project.

**II. TERM**

This MOU shall commence on the date last executed by the duly authorized representatives of the parties and shall remain in full force and effect for five (5) years, or until terminated pursuant to the provisions of this MOU.

**III. RESPONSIBILITIES OF FAIR**

- A. FAIR agrees that funds collected by the Laramie County Treasurer produced by the 6th Penny ballot resolution for the project shall be retained by the Laramie County Treasurer in restricted accounts established for the project and shall be under the control and supervision of Laramie County. FAIR further agrees that is will turn over control of a checking account it currently holds with ANB Bank to the Laramie County Finance Office as soon as possible after the execution of this agreement.
- B. FAIR agrees that funds provided by or through arrangements with ANB bank, for project financing shall also be routed through the Laramie County Treasurer and shall

be under the control and supervision of Laramie County, as Laramie County is, in fact, the principal in regard to financing through ANB.

- C. FAIR agrees that expenditure of funds in any manner for the project will require authorization provided by the project manager on the multipurpose building project, appointed by the Laramie County Commissioners and/or the Commissioner's designee. The Laramie County Finance office will work with the project manager to process and pay invoices, monitor cash flow and request funds from ANB Bank and perform accounting for the project.

#### **IV. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall interact with ANB Bank to access and use funds to facilitate the funding of the project.
- B. COUNTY shall exercise control and stewardship over all funds used in the multipurpose building project whether acquired through 6th Penny collections, the financing through ANB Bank or any other source.
- C. COUNTY through its Finance office will allow FAIR inquiry access to its Munis accounting system so FAIR can monitor all financial activity in connection with the project.

#### **V. GENERAL PROVISIONS**

**A. Termination:** This MOU may be terminated (a) by mutual agreement of the parties upon the completion of the multipurpose building project.

**B. Entire Agreement:** This MOU, consisting of (4 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 any party without the prior written consent of the other party.

**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 FAIR 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 that 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 either party's governmental immunity as provided in this MOU.

**G. Contingencies:** 4-H 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.I. 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:** Neither party waives their Governmental/Sovereign Immunity, as provided by any applicable law including WYO. STAT. ANN. 1-39-101-121, as amended, by entering into this MOU with the exception that FAIR agrees to a waiver of immunity and defenses for the sole purpose of COUNTY's enforcement of this MOU. Furthermore, except as indicated herein, the parties 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 those 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 among the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU.

**M. Notices:** All notices under this MOU shall be deemed sent when deposited in the US Mail, properly stamped and addressed to the party for whom intended at such party's 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.

**N. Authority:** By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this MOU.

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**Signature Page**

LARAMIE COUNTY FAIR

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County FAIR Board

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Secretary to the Laramie County FAIR Board

LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commission

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_  
Mark Voss, Laramie County Attorney

Date  \_\_\_\_\_