

MEMORANDUM OF UNDERSTANDING GIS COOPERATIVE INTERNSHIP POSITION

THIS MEMORANDUM made and entered into by and between Laramie County, Wyoming, 310 West 19th Street, P.O. Box 608, Cheyenne, Wyoming 82003-0608 (hereinafter referred to as "COUNTY"), the City of Cheyenne, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001 (hereinafter referred to as "CITY"), the City of Cheyenne Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, Wyoming 82001 (hereinafter referred to as "BOPU"), and the Laramie County Conservation District, 11221 U.S. Highway 30, Cheyenne, Wyoming 82009 (hereinafter referred to as "LCCD") to be effective July 1, 2020.

WHEREAS, it is the desire of the parties to this agreement to continue to consolidate and coordinate the provision of Geographical Information System (GIS) services within the GIS Cooperative Program; and

WHEREAS, the parties agree that this can best be accomplished through the creation of the Cooperative Internship position funded jointly by all parties; and

WHEREAS, the parties agree that for efficiency in administration and supervision of the Cooperative Internship position the individual hired to fill said position should be a Laramie County employee under the direction of and subject to the discipline and evaluation of the Director of Laramie County Information and Technology Department.

It is therefore agreed between the parties as follows:

I. PARTIES.

A. COUNTY is a State of Wyoming County created pursuant to Wyo. Stat. § 18-1-101, *et seq.*, located at 310 West 19th Street, P.O. Box 608, Cheyenne, Wyoming 82003-0608.

B. CITY is a State of Wyoming First Class City created pursuant to Wyo. Stat. § 15-3-101, *et seq.*, located at 2101 O'Neil Avenue, Cheyenne, Wyoming 82001.

C. BOPU is a Board created by the City of Cheyenne to administer the provision of public utilities pursuant to Wyo. Stat. § 15-7-401, *et seq.*, located at 2416 Snyder Avenue, Cheyenne, Wyoming 82001.

D. LCCD is a Conservation District created pursuant to Wyo. Stat. § 11-16-101, *et seq.*, located at 11221 U.S. Highway 30, Cheyenne, Wyoming 82009.

II. PURPOSE.

The parties to this Memorandum of Understanding desire to create a jointly funded position of Cheyenne and Laramie County Geographical Information System (GIS) Cooperative Internship to serve each of the parties' needs in the creation, coordination, maintenance and expansion of each of the parties' GIS capabilities.

III. RESPONSIBILITIES OF PARTIES.

A. Funding of the position of Cooperative Internship position shall be apportioned as follows: COUNTY, twenty-five percent (25%), not to exceed Four Thousand Dollars (\$4,000.00); CITY, twenty-five percent (25%), not to exceed Four Thousand Dollars (\$4,000.00); BOPU, twenty-five percent (25%), not to exceed Four Thousand Dollars (\$4,000.00); and LCCD, twenty-five percent (25%), not to exceed Four Thousand Dollars (\$4,000.00). The precise monetary amount of each of the party's contributions to the funding of the Cooperative Internship position's hourly pay shall not be fixed, as said amounts may fluctuate depending on the hourly pay policies of Laramie County. Should the Cooperative Internship's hourly pay increase as a result of Laramie County policies or directives, each of the parties' share of the funding for the position shall increase proportionally.

B. The Cooperative Internship will be a part-time, non-benefitted Laramie County employee, subject to all Laramie County personnel policies, directives and supervision, paid an hourly wage set by the Cheyenne and Laramie County GIS Cooperative Executive Committee. The position will be dependent on continued funding in accord with this MOU.

C. The Parties will provide workspace and necessary office equipment and supplies for the Cooperative Internship position, whenever work is being done by the position from their location.

D. All parties agree that subsequent to the retention of the individual selected for the position of Cooperative Internship, all authority for the direction, discipline and evaluation of said individual shall reside in the Coordinator of the Cheyenne and Laramie County GIS Cooperative. This supervisory role shall not qualify the Coordinator additional pay or benefits associated with a normal supervisory role. The Cheyenne and Laramie County GIS Executive Committee will retain advisory input to the activities of the Cooperative Internship.

E. COUNTY shall bill CITY, BOPU and LCCD on a monthly basis for their contributions to the funding of the Cooperative Internship position.

IV. GENERAL PROVISIONS.

A. Default. Each and every term and condition hereof shall be deemed to be a material element of the MOU. In the event that any of the parties should fail or refuse to perform according to the terms of this MOU, such party may be declared in default thereof.

B. Independent Entities. COUNTY, CITY, BOPU and LCCD are independent entities and their employees or volunteers are not to be considered agents or employees of the other.

C. Entire Agreement. This MOU, consisting of six (6) 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.

D. Assignment. Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other parties.

E. Modification. This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity. 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 provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if the parties are 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 MOU are fully severable.

G. Venue. 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.

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.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental Immunity. COUNTY, CITY, BOPU and LCCD do not waive their Governmental Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101, *et seq.*, by entering into this MOU. Further, COUNTY, CITY, BOPU and LCCD each 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. Force Majeure. None of the parties shall be liable for failure to perform under this MOU 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, Acts 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.

L. Notices. All notices required and permitted under this MOU 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' addresses listed herein, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other parties.

M. 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 between the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring action for breach of this MOU. This paragraph is not intended nor shall it be construed to waive all of the parties' immunities.

N. Termination. This MOU may be terminated (a) by any party at any time for failure of the other parties to comply with the terms and conditions of the MOU; (b) by any party, with ninety (90) days prior written notice to the other parties; or (c) upon mutual written agreement by the parties.

O. Limitation on Payment. The parties' obligations to perform under this MOU are conditioned upon the availability of funds that are appropriated or allocated for the purpose of carrying out this MOU. If funds are not allocated and available for the continuance of the services provided by the Cooperative Internship, this MOU may be terminated by any of the parties to it at the end of the period for which funds are available. Any party to this MOU wishing to exercise their rights pursuant to this provision shall notify the other parties at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the party knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to any of the parties to this MOU in the event this provision is exercised, and the party or parties shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

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**MEMORANDUM OF UNDERSTANDING
GIS COOPERATIVE INTERNSHIP POSITION**

Signature page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Amber Ash, Chairman
Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CITY OF CHEYENNE

By:  _____ Date 1-28-20
Marian J. Orr, Mayor

ATTEST:

By:  _____ Date 02-12-2020
Kristina F. Jones, Clerk

CITY OF CHEYENNE BOARD OF PUBLIC UTILITIES

By: _____ Date _____
Bradley A. Brooks, Director

ATTEST:

By: _____ Date _____
Erin Lamb, Administrative Assistant

LARAMIE COUNTY CONSERVATION DISTRICT

By: _____ Date _____
Shaun Kirkwood, District Manager

Reviewed and approved as to form only:

By: 
Michael O'Donnell, City of Cheyenne Attorney

Date 1/28/2020

By: 
Gladys Ayokosok, Laramie County Attorney

Date 3/6/2020

By: _____
Elizabeth Lance, Board of Public Utilities Attorney

Date _____