

MEMORANDUM OF UNDERSTANDING GIS COOPERATIVE BUDGET CONSOLIDATION

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"), and the City of Cheyenne Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, Wyoming 82001 (hereinafter referred to as "BOPU"), to be effective January 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 consolidation of the GIS Cooperative operational funds in one location; and

WHEREAS, consolidation of operational funds will increase the transparency, efficiency and efficacy of the GIS Cooperative in fulfilling its mission and obligations to its members.

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. CLCGISC Executive Committee is a Committee created by the COUNTY and CITY by concurrent resolutions (City of Cheyenne Resolution #4758 and Laramie County Resolution #050906-04), to oversee the operations of the Cheyenne and Laramie County GIS Cooperative.

II. PURPOSE.

The parties to this Memorandum of Understanding desire to consolidate the funding of the Cheyenne and Laramie County Geographical Information System (GIS) Cooperative (hereinafter referred to as "CLCGISC") in one location to increase the transparency, efficiency and efficacy of CLCGISC in fulfilling its mission and obligations to its members.

III. RESPONSIBILITIES OF PARTIES.

A. The oversight of the CLCGISC budget will be the responsibility of the CLCGISC Executive Committee. At the Annual Meeting of the CLCGISC Executive Committee, the Cooperative Coordinator will submit an itemized operational budget for the Committee's consideration. The CLCGISC Executive Committee will approve, amend or deny the total budget appropriation for the upcoming fiscal year. The Executive Committee will set the total amount each of the Parties to this MOU are responsible for contributing to the total. These actions will serve as a recommendation to the relevant Parties' governing bodies.

B. The Cooperative Coordinator will be responsible for taking the recommendation of the CLCGISC Executive Committee to each of the relevant Parties' governing bodies for consideration. The Cooperative Coordinator will be responsible for the management and tracking of the CLCGISC budget and will be also responsible for setting up all necessary accounts within the COUNTY budget before July 1, 2020.

C. Upon approval of their separate appropriations, per this MOU, each of the relevant Parties will be sent an invoice by the COUNTY on July 1st of the next fiscal year. This invoice shall be for the total amount of said appropriation. At this time, the COUNTY will transfer the total of their appropriation to the CLCGISC per their own internal policies.

D. Funds appropriated pursuant to this MOU shall not be reclaimed by the COUNTY general fund to be appropriated in the future. All funds appropriated pursuant to this MOU shall carry over from the one fiscal year to the next. Each agency will be credited any unspent monies in one fiscal year to their contribution in the next.

E. This MOU shall not apply to appropriations by the parties related to the GIS Cooperative Coordinator, or GIS Cooperative Internship positions.

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 and BOPU 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 five (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.

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 and BOPU 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 and BOPU 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 BUDGET CONSOLIDATION**

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 2.12.20
Marian J. Orr, Mayor

ATTEST:

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

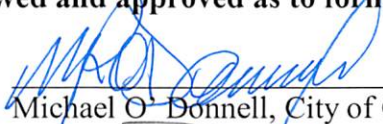
CITY OF CHEYENNE BOARD OF PUBLIC UTILITIES


By: _____ Date _____
Bradley A. Brooks, Director

ATTEST:

By: _____ Date _____
Erin Lamb, Administrative Assistant

Reviewed and approved as to form only:

By:  _____ Date 1/28/2020
Michael O. Donnell, City of Cheyenne Attorney

By:  _____ Date 3/6/2020
Gladys Ayokosok, Laramie County Attorney

By: _____ Date _____
Elizabeth Lance, Board of Public Utilities Attorney



CHEYENNE
LARAMIE
COUNTY
GIS
COOPERATIVE

CLCGISC FY2021 OPERATIONAL BUDGET

Jordan Evans

310 W 19th St | Suite 410 | Cheyenne, WY

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FY2020 Update

The current fiscal year has seen great successes on the part of our members. For a full accounting of the good work they do, please look to the past coordinator reports. I wanted to take some time to illustrate some of the exciting things that have happened this year:

- New orthoimages and LiDAR points were collected in early June and were made fully available in early November. Many users of our public facing sites have expressed their excitement over the imagery in particular. The delivery of the LiDAR marks the first time the Cooperative has had high resolution elevation data for the entirety of Laramie County. We have been developing many useful products from this raw data. I want to thank the Executive Committee for their support of this project, it really does make a great difference for the public and our members to be able to provide quality base data.
- The use of the Cooperative UAS has continued to grow. While most of our flights are still aimed at creating maps for our members, many other uses have been imagined and realized. The UAS has been used to support law enforcement investigations, aide in code enforcement, record a variety of videos for member promotional use, as well as generate detailed 3D models of sites and structures.
- The Laramie County Conservation District has started expanding their use of GIS and are converting much of their data into databases with the help of the Cooperative. They have expressed a desire to continue building on their use of this technology, as well as their relationship with our Cooperative.
- We have had several opportunities to do some community outreach this year. We had the privilege of being invited along with other GIS professionals in SE Wyoming to speak with students at McCormick Junior High School about GIS. Along with Glen Crumpton, the director of our Combined Communication Center and Karen Rogers, President of the National States Geographic Information Council, Jordan Evans traveled to several Wyoming Association of Municipalities Meetings to speak about Next Generation 9-1-1 and the importance local government GIS to public safety. City Coordinator Joe Fisher also served as a local government representative on the State of Wyoming Technical Advisory Group, who helps craft GIS policy at a state level.
- Five of our members attended the annual ESRI User's Conference while another three attended the more technical ESRI Developer's Summit. At these events we are able to learn how other places throughout the world use GIS and ESRI software to solve problems in their communities. Many of our members attended WyGEO meetings and conferences, which is a great place to connect with other GIS Professionals in Wyoming.

FY2021

In the upcoming fiscal year, the Cooperative will be collecting all of the funds for our operations into a single location. Pending the adoption of the Cooperative Budget Consolidation MOU (see Attachment A), the County Finance Department will be creating a fund under County IT. Our Executive Committee will vote to recommend approval of this budget each January. The Cooperative Coordinator will then take the total that each agency is being asked to appropriate to each individual governing body for approval. This will occur during their normal budgeting processes. Upon approval the Coordinator will send out one single, itemized invoice on July 1st to all of the agencies contributing to the Cooperative for that fiscal year. Additionally, the funds in this budget will not be absorbed into the County general fund if unspent. Rather, Funds will roll over to the next fiscal year and be credited to the contributing agencies. At that point the oversight process will begin again with our Executive Committee.

If the MOU fails to be adopted, we will continue to send invoices for each individual budget item as the need arises.

The following pages will outline all of our budget requests for FY2021, both in summary and in detail. Where relevant, existing MOU's and documentation have been provided as attachments to this document.

Thank you again to our Executive Committee and our Technical Staff. We are lucky to have so many passionate and invested stakeholders in our Cooperative. It will be exciting to see what the coming years bring, and to see what goals are set to improve GIS throughout Laramie County.

Budget Overview: Expense

Cheyenne and Laramie County GIS Cooperative Budget Overview

FY2021 Budget | Expense

ESRI Software			
Enterprise License Agreement FY2021		\$	75,000.00
Laramie County	\$	21,000.00	
Board of Public Utilities	\$	21,000.00	
City of Cheyenne	\$	21,000.00	
Health Department	\$	6,525.00	
MPO	\$	4,875.00	
Cheyenne Regional Airport	\$	600.00	
Drone2Map			
		\$	1,500.00
Laramie County	\$	500.00	
City of Cheyenne	\$	500.00	
Board of Public Utilities	\$	500.00	
Business Analyst Online			
		\$	500.00
City of Cheyenne	\$	500.00	
Total		\$	77,000.00
GPS Reference Station Maintenance			
Hixon Mfg. Maintenance Contract		\$	1,752.00
Laramie County	\$	584.00	
City of Cheyenne	\$	584.00	
Board of Public Utilities	\$	584.00	
Total		\$	1,752.00
UAS Program			
Propeller Aeropoints		\$	7,500.00
Laramie County	\$	2,500.00	
City of Cheyenne	\$	2,500.00	
Board of Public Utilities	\$	2,500.00	
Total		\$	7,500.00
EagleView Software			
Connect100		\$	1,875.00
Laramie County	\$	625.00	
City of Cheyenne	\$	625.00	
Board of Public Utilities	\$	625.00	
Total		\$	1,875.00

Continued on next page.

Travel and Training		\$	4,000.00
Laramie County	\$	1,333.33	
City of Cheyenne	\$	1,333.33	
Board of Public Utilities	\$	1,333.33	
Total		\$	4,000.00
Reserve			
Reserve Account		\$	20,296.23
MPO	\$	14,796.23	
Conservation District	\$	5,000.00	
Data Sales	\$	500.00	
Total		\$	20,296.23
Hardware Sharing			
Hardware Sharing MOU		\$	14,698.00
City of Cheyenne	\$	7,349.00	
Board of Public Utilities	\$	7,349.00	
Total		\$	14,698.00
GitHub Subscription			
GitHub		\$	300.00
Laramie County	\$	150.00	
Board of Public Utilities	\$	150.00	
Total		\$	300.00
Total		\$	127,421.23

Budget Overview: Revenue

Cheyenne and Laramie County GIS Cooperative Budget Overview

FY2021 Budget | Revenue

City of Cheyenne	\$	34,391.33
Board of Public Utilities	\$	34,041.33
Laramie County	\$	26,692.33
MPO	\$	19,671.23
Health Department	\$	6,525.00
Conservation District	\$	5,000.00
Cheyenne Regional Airport	\$	600.00
Data Sales	\$	500.00

Total	\$	127,421.23
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Item One: ESRI Software

ESRI Software		
Enterprise License Agreement		\$ 75,000.00
Laramie County	\$ 28,425.00	
Board of Public Utilities	\$ 18,900.00	
City of Cheyenne	\$ 15,600.00	
Health Department	\$ 6,600.00	
MPO	\$ 4,875.00	
Cheyenne Regional Airport	\$ 600.00	
Drone2Map		\$ 1,500.00
Laramie County	\$ 500.00	
City of Cheyenne	\$ 500.00	
Board of Public Utilities	\$ 500.00	
Business Analyst Online		\$ 500.00
City of Cheyenne	\$ 500.00	
Total		\$ 77,000.00

Enterprise License Agreement:

This is our cost-shared software agreement with ESRI that includes all of our ArcGIS Enterprise, ArcGIS Desktop, Extensions, and ArcGIS Online Products. FY2021 represents the first year of a new three-year agreement. We have yet to receive an official quote from ESRI, or a sample contract, but have been assured by our representative that it will be very similar to our two previous agreements. This price is based on conversations with our rep, and it is consistent with what we were told to expect after negotiating our previous agreement in 2018. The percentage each agency owes is based on the previous two MOU's that have been signed with our two previous ELA's. A sample of our current MOU is attached (Attachment B). That MOU will continue to serve as a template for our next agreement.

Drone2Map:

Drone2Map is the software we use to process UAS images into orthorectified photographs and 3D models. This cost is split equally among the three main members and the sole license has been granted to the ArcGIS Online administrative named user. Use of the software is coordinated through the Cooperative Coordinator.

Business Analyst Online:

This service is used by the City Economic Development Office and the MPO. It allows users to create reports and infographics for a given geography, that are clear and easy to read. This has become a powerful tool for selling what the City of Cheyenne has to offer potential new businesses. We receive five licenses for this service each year.

Item Two: GPS Reference Station Maintenance

GPS Reference Station Maintenance			
Hixon Mfg. Maintenance Contract		\$	1,752.00
Laramie County	\$	584.00	
City of Cheyenne	\$	584.00	
Board of Public Utilities	\$	584.00	
Total		\$	1,752.00

Hixon Mfg. Maintenance Contract:

Hixon Mfg. is the contractor that services our GPS RTK network. This allow our Cooperative and surveyors in the community to have access to real-time, highly accurate, corrected GPS data. Our stations also participate in the nationwide "SmartNet" RTK system, operated by Leica Geosystems. This maintenance contract covers the cost of having Hixon Mfg. troubleshoot and repair any issues with our base stations.

Recently the cost of the service has been reduced since the warranty on our equipment has expired. While Hixon has assured us that our equipment is in good operating condition, this is something we need to consider moving forward. Discussion with both Hixon and Leica about taking ownership of our stations in return for access to the network have been had, but we have yet to receive a quote. If we are unable to reach an agreement to sell our equipment, in future budgets we may need to account for the replacement of our base stations.

There is not an MOU associated with the costs of maintaining this network. MOU's between the Cooperative and the owners of the buildings that the base stations are on top of exist and are still in force.

Item Three: UAS Program

UAS Program			
Propeller Aeropoints		\$	7,500.00
Laramie County	\$	2,500.00	
City of Cheyenne	\$	2,500.00	
Board of Public Utilities	\$	2,500.00	
Total		\$	7,500.00

Propeller Aeropoints:

In the Cooperative Small Unmanned Aerial System MOU (see Attachment C) we are supposed to complete an annual assessment of the limitations of our current UAS as well as look at any new and useful technology that may have developed. It is in light of this that this year we are asking to add an automated ground control station system to our UAS Program. Our current UAS, while still extremely useful, falls short when trying to create very precise models. The Aeropoints Ground Control System can provide a very precise ground surface. The need for an increased level of precision in our drone products has been articulated primarily by the City of Cheyenne. However, more precise products are something all of our members could benefit from.

Recently it was announced that in January 2023, a new FAA requirement will require that all UAS be able to identify themselves with a unique ID number through an RFID broadcast, as well as over the internet. This will allow all UAS in the National Air Space to be tracked in real time. DJI, the manufacturer of our current UAS has indicated that our model already has the hardware required to stay in compliance with the new rule.

Item Four: EagleView Software

EagleView Software			
Connect100		\$	1,875.00
Laramie County	\$	625.00	
City of Cheyenne	\$	625.00	
Board of Public Utilities	\$	625.00	
Total		\$	1,875.00

Connect100:

The State of Wyoming has signed a contract with EagleView to collect both three-inch and six-inch resolution (orthogonal and oblique) imagery of every incorporated municipality in the state along with their associated suburban areas. This data is being given physically to each county at no cost, along with 25 licenses to view the images on the EagleView Connect cloud service. In order for other members of the Cooperative to view the images and utilize the tools included in the service, we will need to purchase the Connect100 license bundle. The price reflected here is after crediting the 25 seats the County is being provided by the State.

The orthogonal images will be able to be served publicly through our traditional Image Server, but in order to effectively use the oblique images within our organizations, we will need to purchase access to this service.

Item Five: Travel and Training

Travel and Training		\$	4,000.00
Laramie County	\$	1,333.33	
City of Cheyenne	\$	1,333.33	
Board of Public Utilities	\$	1,333.33	
Total		\$	4,000.00

Travel and Training:

This is to cover the cost of the Cooperative Coordinator's travel and continuing education. The amount is based on the cost of travel in FY2019 and FY2020 to two WyGEO meetings, the ESRI User Conference in San Diego, and a single ESRI Instructor Led Training. Travel to these meetings and conferences has allowed for collaboration with other GIS professionals in our state and across the region. Professional training for the Coordinator benefits the Cooperative as a whole. This cost has been borne by Laramie County IT in the past, and is being moved into this budget due to the creation of the Cooperative fund. Any unspent funds in this item (and any other items) will be credited back to the agencies the following fiscal year.

Item Six: Reserve

Reserve			
Reserve Account		\$	20,296.23
MPO	\$	14,796.23	
Conservation District	\$	5,000.00	
Data Sales	\$	500.00	
Total		\$	20,296.23

Reserve Account:

This reflects our current reserve account housed at the MPO. This will bring those reserve funds over into this new budget. Also in this item are the funds contributed to the Cooperative by the Conservation District. Any sales of data to the public in FY2021 will also be written to this item. Up until now, any sales of data invoiced by the County went into the county general fund, and data invoiced by the City Engineers Office went to the MPO reserve. This will allow for all sales of data to go through the Cooperative Coordinator and enter directly into our reserves for use in future projects.

Item Seven: Hardware Sharing

Hardware Sharing			
Hardware Sharing MOU		\$	14,698.00
City of Cheyenne	\$	7,349.00	
Board of Public Utilities	\$	7,349.00	
Total		\$	14,698.00

Hardware Sharing MOU:

These costs are calculated according to the method spelled out in the Cooperative Hardware Sharing MOU (see Attachment D). These costs are to compensate the County for the cooperatively owned data that is stored on County equipment. The cost of hardware sharing is calculated at the end of each calendar year and sent to each agency so that they may plan to appropriate the correct amount for the following fiscal year.

Item Eight: GitHub Subscription

GitHub Subscription			
GitHub		\$	300.00
	City of Cheyenne	\$	150.00
	Board of Public Utilities	\$	150.00
Total		\$	300.00

GitHub:

Laramie County and BOPU share a subscription to GitHub which is a cloud-based code repository. Scripts that run on Cooperative servers, as well as scripts only run by each entity are tracked and maintained in this environment. This allows changes to production code to be traced easily and ideas to be shared across organizations.

Currently this subscription is paid for by BOPU annually. Laramie County is invoiced by BOPU for its share. For FY2021 I am suggesting this cost be paid out of the reserve fund so as not to affect the quoted prices to each agency, while budgeting for the continuing cost in FY2022 and beyond.

Appropriations not in the Operational Budget

Per the Budget Consolidation MOU (Attachment A) the following items are to be excluded from this Operational Budget:

Cooperative Coordinator's Salary and Benefits: \$83,515.95

The money appropriated for the Cooperative Coordinator position will remain outside of the Cooperative fund and continue under the terms of the Cooperative GIS Program Coordinator MOU (Attachment E).

GIS Cooperative Internship Funding: \$12,480.00

Each of the four participating agencies will budget not more than \$4000 to fund the Cooperative Internship program. This is pending the adoption of the GIS Cooperative Internship Position MOU (Attachment F)

Itemized Total Contribution

Below is the amount that each participating agency will be invoiced in July of 2020, broken out by each budget item.

Laramie County

ESRI Software	\$ 21,500.00
GPS Reference Station Maintenance	\$ 584.00
UAS Program	\$ 2,500.00
EagleView Software	\$ 625.00
Travel and Training	\$ 1,333.33
GitHub Subscription	\$ 150.00
Total	\$ 26,692.33

Board of Public Utilities

ESRI Software	\$ 21,500.00
GPS Reference Station Maintenance	\$ 584.00
UAS Program	\$ 2,500.00
EagleView Software	\$ 625.00
Travel and Training	\$ 1,333.33
Hardware Sharing	\$ 7,349.00
GitHub Subscription	\$ 150.00
Total	\$ 34,041.33

City of Cheyenne

ESRI Software	\$ 22,000.00
GPS Reference Station Maintenance	\$ 584.00
UAS Program	\$ 2,500.00
EagleView Software	\$ 625.00
Travel and Training	\$ 1,333.33
Hardware Sharing	\$ 7,349.00
Total	\$ 34,391.33

Metropolitan Planning Organization

ESRI Software	\$ 4,875.00
Reserve	\$ 14,796.23
Total	\$ 19,671.23

City/County Health Department

ESRI Software	\$ 6,525.00
Total	\$ 6,525.00

Laramie County Conservation District

Reserve	\$ 5,000.00
Total	\$ 5,000.00

Cheyenne Regional Airport

ESRI Software	\$ 600.00
Total	\$ 600.00

Goals for Calendar Year 2020

Complete ArcGIS Enterprise Environment:

GIS has undergone many changes over its almost 60 years of existence. The way we collect, store, disseminate, and use geospatial data is constantly changing. As is often the case, changes to GIS happen alongside advances in computer science. From the first UNIX machines, to digitizing tables, to relational databases, as our access to newer and better technology has improved, Cooperative members have always striven to provide a stable, modern environment to provide geospatial data to each other and our citizens.

The next step in this never-ending march forward is preparing our Cooperative for a more connected world. Increasingly GIS relies less on paper maps and analysis done on a desktop, and more on web and phone applications that access software hosted on a server. This is a concept known as “Software as a Service” (SaaS), and you are familiar with it if you have ever used Google Apps, Microsoft Office 365, Cisco WebEx or Netflix.

All of those applications host data on a server (files, documents, meetings, films) and provide a number of different ways to access that data (desktop applications, mobile applications, web browsers). GIS is headed in the same direction, where most data will be hosted in a web environment and then consumed by a variety of “client side” applications.

ESRI calls their complete SaaS solution ‘ArcGIS Enterprise’ and we already have many of the components up and running in our environment. The next step is to have a Cooperative “Portal” up and available for use by our members. This Portal will eventually become our main repository of data, allowing us to put most users on a browser based GIS solution, rather than a desktop installation. This makes it easier to get geospatial information into the hands of people who can leverage it into action, with very little technical skill required on the part of the end user.

Increase Organizational Efficiency:

As is evident by the sheer number of attachments to this document as well as the wide variety of agencies that contribute funds to our operations, we have a complicated administrative environment that has become confusing and unwieldy. This makes it harder to do the business of the Cooperative well. A goal for 2020 is to draft a new guiding document that covers all of the policies and procedures that are currently spelled out across our numerous MOU’s. This document would contain everything from our budgeting process to our recommended best practices to our UAS policies to the Executive Committee By-Laws.

Once this document is drafted and approved by the Executive Committee, we will begin the process of creating a new MOU that will sunset most, if not all, of the current governing documents. This agreement will codify the new guidance document as the governing document of our Cooperative. This will put us on a good footing for the future by increasing our flexibility in the present, and making it easier to change our policies and procedures in the future.

Final Thoughts

I wanted to take some space at the end to address our organization with a more personal tone.

I am appreciative of the Executive Committee's support throughout my tenure as Cooperative Coordinator so far. This has been, and will continue to be, an active and interested group of policy makers. That makes all of the difference when it comes to accomplishing our goals. Our Executive Committee recognizes that GIS is a crucial component to many of the systems and processes that make our local governments run well. They empower our members to make intelligent choices for their agencies and the public, and I cannot thank them enough.

I also want to thank the technical staff that does the work of making GIS run for all of our members. They continue to be consistently excited and passionate about our chosen field. They are all constantly pushing to make our Cooperative better suit their needs. I hope as we move forward into the next decade, we are able to continue to grow and evolve our policies and technologies. This will help all of our agencies to do amazing things for our community.

GIS is a wonderful technology and it is through the work of our members we are able to use it in inventive and cutting edge ways. My goal as the Cooperative Coordinator is always to provide an environment that suits the many disparate needs of our members, one that encourages collaboration and innovation. Please continue to let me know if there are things I could be doing better, and what your needs are.

Thank you for your time and efforts. It is a pleasure working with all of you.

Jordan Evans
CLCGISC Cooperative Coordinator

A Note on Attachments

The following attachments are copies of our MOU's that have been formatted to fit this document. Signature blocks have been removed to conserve space. Signed originals of all of the adopted MOU's can be found in the records of each agency that is party to the agreement.

Attachment A

MEMORANDUM OF UNDERSTANDING GIS COOPERATIVE BUDGET CONSOLIDATION

THIS MEMORANDUM made and entered into by and between Laramie County, Wyoming, 310 W 19th Street, 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”), to be effective January 1st, 2020.

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

WHEREAS, the parties agree that this can best be accomplished through consolidation of the GIS Cooperative operational funds in one location; and

WHEREAS, consolidation of operational funds will increase the transparency, efficiency and efficacy of the GIS Cooperative in fulfilling its mission and obligations to its members;

It is therefore agreed between the parties as follows:

I. PARTIES

- A. COUNTY is a State of Wyoming County created pursuant to W.S. § 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 W.S. § 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 W.S. § 15-7-401 et seq., located at 2416 Snyder Avenue, Cheyenne, Wyoming 82001.
- D. CLCGISC Executive Committee is a Committee created by the COUNTY and CITY by concurrent resolutions (City of Cheyenne Resolution #4758 and Laramie County Resolution #050906-04), to oversee the operations of the Cheyenne and Laramie County GIS Cooperative.

II. PURPOSE

The parties to this Memorandum of Understanding desire to consolidate the funding of the Cheyenne and Laramie County GIS Cooperative (hereinafter referred to as “CLCGISC”) in one location to increase the transparency, efficiency and efficacy of CLCGISC in fulfilling its mission and obligations to its members.

III. RESPONSIBILITIES OF PARTIES

- A. The oversight of the CLCGISC budget will be the responsibility of the CLCGISC Executive Committee. At the Annual Meeting of the CLCGISC Executive Committee, the Cooperative Coordinator will submit an itemized operational budget for the Committee’s consideration. The CLCGISC Executive Committee will approve, amend or deny the total budget appropriation for the upcoming fiscal year. The Executive Committee will set the total amount each of the Parties to this MOU are responsible for contributing to the total. These actions will serve as a recommendation to the relevant Parties’ governing bodies.
- B. The Cooperative Coordinator will be responsible for taking the recommendation of the CLCGISC Executive Committee to each of the relevant Parties’ governing bodies for consideration. The Cooperative Coordinator will be responsible for the management and tracking of the CLCGISC budget and will be also be responsible for setting up all necessary accounts within the COUNTY budget before July 1st, 2020.
- C. Upon approval of their separate appropriations, per this MOU, each of the relevant Parties will be sent an invoice by the COUNTY on July 1st of the next fiscal year. This invoice shall be for the total amount of said appropriation. At this time the COUNTY will transfer the total of their appropriation to the CLCGISC per their own internal policies.
- D. Funds appropriated pursuant to this MOU shall not be reclaimed by the COUNTY general fund to be appropriated in the future. All funds appropriated pursuant to this MOU shall carry over from the one fiscal year to the next. Each agency will be credited any unspent monies in one fiscal year to their contribution in the next.
- E. This MOU shall not apply to appropriations by the parties related to the GIS Cooperative Coordinator, or GIS Cooperative Internship positions.

III. 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 are independent entities and their employees or volunteers are not to be considered agents or employees of the other.
- C. Entire Agreement. This MOU [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.
- 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 do not waive their Governmental Immunity, as provided by any applicable law including W.S. § 1-29-101 et seq., by entering into this MOU. Further, COUNTY, CITY, BOPU 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 appropriate 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 effected 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.

Attachment B

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN LARAMIE COUNTY, THE CITY OF CHEYENNE, THE CHEYENNE BOARD OF PUBLIC UTILITIES, THE CHEYENNE/LARAMIE COUNTY BOARD OF HEALTH, and THE CHEYENNE REGIONAL AIRPORT BOARD REGARDING THE MANAGEMENT OF THE ESRI ENTERPRISE LICENSE AGREEMENT

THIS Memorandum of Understanding (hereinafter “MOU”) is made and entered into by and between Laramie County, 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**”), the Cheyenne/Laramie County Board of Health, 100 Central Avenue, Cheyenne, Wyoming 82001 (hereinafter referred to as “**HEALTH**”) and the Cheyenne Regional Airport Board, 200 E. 8th Avenue, P.O. Box 2210, Cheyenne, Wyoming 82001 (hereinafter referred to as “**AIRPORT**”). The parties agree as follows:

I. PURPOSE

The purpose of this MOU is to define the management and coordination strategy in administering the Esri Enterprise License Agreement (**ELA**) by and between the COUNTY and Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, California 92373-8100 (hereinafter referred to as “**Esri**”). This is a renewal of an existing ELA that benefits the members of the Cheyenne and Laramie County Cooperative GIS Program (“**GIS Coop**”) in coordinating and collaborating on Esri software licensing and maintenance.

II. ELA MANAGEMENT

- A. The COUNTY will serve as the Lead agency for the ELA. This includes acting as the contractual agency with Esri in approval of the ELA Terms and Conditions; managing a budget line item for pooling of funds from all agencies participating in the ELA; and payment of the annual Esri ELA invoice.
- B. The Cheyenne/Laramie County Cooperative GIS Coordinator will be the point of contact with Esri in managing the ELA to include the following items:
 - 1. Act as single point of contact for orders and deliveries of software and redistribution to eligible users. Total backup media will not exceed two (2). Additional back up media is available for purchase by the requesting agency.
 - 2. Provide Esri with annual report of GIS software installations of software products referenced in the ELA.
 - 3. Distribute invoices to the parties to this MOU in an amount agreed to in Paragraph C below. Invoices will be distributed 60 days prior to the anniversary date of the ELA.

- C. The parties to this MOU agree to fund the ELA for their proportional share as follows with the ELA start date of January 20, 2018, and for each year of the 3-year ELA term:

Year One (1/20/18 – 1/19/19)

COUNTY	\$ 22,740
CITY	16,380
BOPU	15,120
HEALTH	5,280
AIRPORT	<u>480</u>
Total Due	\$ 60,000

Year Two (1/20/19 – 1/19/20)

COUNTY	\$ 24,635
CITY	17,745
BOPU	16,380
HEALTH	5,720
AIRPORT	<u>520</u>
Total Due	\$ 65,000

Year Three (1/20/20 – 1/19/21)

COUNTY	\$ 26,530
CITY	19,110
BOPU	17,640
HEALTH	6,160
AIRPORT	<u>560</u>
Total Due	\$ 70,000

- D. Additional members of the GIS Coop are allowed to participate in the ELA and their share of the annual maintenance costs will be determined by the appropriate agency named in this MOU. If the ELA is not renewed after this 3-year term then Esri software licensing and maintenance costs will be determined by Esri and paid by the individual member agencies or appropriate governmental entity.
- E. The parties to this MOU will provide an annual report of installed Esri software within their jurisdiction to the GIS Coop Coordinator 90 days prior to the ELA anniversary date. Deployments of software covered by this ELA within agencies not named or under the direct guidance of a named party to this MOU must be covered under a separate agreement between this new agency and Esri.

- F. The Tier 1 support center and Tier 2 technical support will consist of the following individuals who are authorized to contact Esri directly for technical support:

COUNTY GIS Coordinator
CITY GIS Coordinator
BOPU GIS Coordinator
MPO GIS Coordinator

Additional Esri users requiring technical support will first contact one of these individuals prior to contacting the GIS Coop Coordinator.

- G. Four (4) Esri User Conference complimentary passes will be shared between the named entities in this MOU. Two passes will be designated for use by BOPU each year and if they choose to not use one or both passes then these passes will be made available for use by the remaining entities. Use of these passes will be determined each year by mutual understanding between the parties.

III. GENERAL PROVISIONS

A. 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.

B. 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 party.

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

D. Invalidity: If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if the named entities 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.

E. 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. This provision is not intended nor shall it be construed to waive the parties' governmental immunity as provided in this MOU.

F. Contingencies: The parties mutually certify and warrant that 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.

G. Discrimination: The 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.

H. ADA Compliance: The 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.

I. Governmental/Sovereign Immunity: The parties do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this MOU. 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, based on this MOU.

J. Indemnification: Each party to this MOU shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

K. 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.

L. Conflict of Interest: COUNTY, CITY, BOPU, HEALTH and AIRPORT affirm that to their knowledge no employee has any personal beneficial interest whatsoever in the MOU described herein. No staff members of the parties, compensated either partially or wholly with funds from this MOU, shall engage in any conduct or activity which would constitute a conflict of interest relative to this MOU.

M. Force Majeure: No party shall be liable 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, 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 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' 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.

O. Compliance with Laws: All parties warrant that they will comply with all applicable laws, regulations and ordinances, whether Federal, State or local in carrying out the purposes of this MOU.

Attachment C

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.

Attachment D

MEMORANDUM OF UNDERSTANDING Cooperative Geographic Information Systems Computer Hardware and Services Coordination

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

The purpose of this MOU is to acknowledge that the Parties to this agreement desire to continue to coordinate GIS services within the Cooperative GIS Program. This MOU is specific to sharing computer hardware and associated GIS software resources and services.

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. RESPONSIBILITIES OF COUNTY

- A. Laramie County IT will install and maintain appropriate hardware and software consistent with the Purposes set out in paragraph I. above.
- B. Laramie County IT will repair equipment and communicate with CITY and BOPU during the process of repair.
- C. Laramie County will invoice the CITY and BOPU for the cost identified in Attachment "A" in February of each year.

IV. RESPONSIBILITIES OF THE CITY AND BOPU

- A. CITY and BOPU will pay COUNTY for server space according to Paragraph V below and Attachment "A".
- B. CITY and BOPU will notify Laramie County IT of any issues regarding equipment failure within the COUNTY network as it applies to their applications.
- C. CITY and BOPU agree to provide backup support in ensuring the Esri software and associated GIS services are running properly.
- D. CITY and BOPU shall follow all Laramie County IT policies and practices as it relates to network security.
- E. CITY and BOPU shall make payment to Laramie County for the cost agreed upon in Attachment "A" on an annual basis.

V. COMPENSATION

A. CITY, BOPU and Laramie County IT agree to the following method of calculating backup storage space and associated costs:

1. Backup storage space is calculated using space quantities from on line Tier One, Tier Two, and Tier Three combined.
2. Storage space dedicated to the CITY or BOPU that is less than 250GB is free or at no charge. Space in an amount greater than 250GB, and each terabyte thereafter, will be rounded to the next Terabyte.

Examples:

250GB = Free

251GB = Cost of storage per Terabyte * 1

1.1 Terabytes = Cost of storage per Terabyte * 2

1.99 Terabytes = Cost of storage per Terabyte * 2

2.6 Terabytes = Cost of storage per Terabyte * 3

3. Storage space used for the benefit of the CITY, COUNTY, and BOPU will be calculated at 1/3 actual space used.

Examples:

1.1 Terabyte = .37 of a Terabyte

.75 Terabyte = .25 of a Terabyte

4. Costs may change yearly based on changes in space requirements and changes in the cost of storage tiers. The cost outlined in Attachment "A" will be computed annually by Laramie County IT and provided to the CITY and BOPU in January of each year.
5. All costs to support this environment will be the responsibility of Laramie County Information Technology and will be commensurate with expectations for any County office.

VI. GENERAL PROVISIONS

- A. Termination: This MOU may be terminated by any of the parties with a one year notice.
- B. Entire Agreement: This MOU and Attachment "A" 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,
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- 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 among the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU.
- N. 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.

- O. 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

Attachment E

MEMORANDUM OF UNDERSTANDING COOPERATIVE GIS PROGRAM COORDINATOR

THIS MEMORANDUM made and entered into by and between Laramie County, Wyoming, 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"), and the City of Cheyenne Board of Public Utilities, 2100 Pioneer Avenue, Cheyenne, Wyoming 82001 (hereinafter referred to as "BOPU") to be effective January 1, 2006.

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

WHEREAS, the parties agree that this can best be accomplished through the continuance of the Cooperative GIS Coordinator funded jointly by all parties; and

WHEREAS, the parties agree that for efficiency in administration and supervision of the Cooperative GIS Coordinator 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 W.S. § 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 W.S. § 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 W.S. § 15-7-401 et seq., located at 2100 Pioneer Avenue, Cheyenne, Wyoming 82001.

II. PURPOSE

The parties to this Memorandum of Understanding desire to create a jointly funded position of Cooperative GIS Coordinator 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 GIS Coordinator position, salary and benefits, shall be apportioned as follows: CITY, thirty-three and one-third percent (33 1/3 %), BOPU, thirty-

three and one-third percent (33 1/3 %) and COUNTY, thirty-three and one-third percent (33 1/3%). The precise monetary amount of each of the party's contributions to the funding of the Cooperative GIS Coordinator position's salary and benefits shall not be fixed, as said amounts may fluctuate depending on the salary and benefits policies of Laramie County. Should the Cooperative GIS Coordinator's salary and/or benefits 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 GIS Coordinator will be a full-time Laramie County employee, subject to all Laramie County personnel policies, directives and supervision, paid in the range identified in the current Laramie County Compensation Plan in addition to benefits, depending on the experience of the individual to be hired and other considerations. The position will be fully benefited in accord with Laramie County policies. The position will be dependent on continued funding in accord with this MOU.
- C. Laramie County will provide office space and necessary office equipment and supplies for the Cooperative GIS Coordinator position.
- D. All parties agree that subsequent to the retention of the individual selected for the position of Cooperative GIS Coordinator, all authority for the direction, discipline and evaluation of said individual shall reside in the Director of Laramie County Information and Technology Department. The Cheyenne/Laramie County GIS Executive Committee will retain advisory input to the activities of the Cooperative GIS Coordinator.
- E. COUNTY shall bill BOPU and CITY on a monthly basis for their contributions to the funding of the Cooperative GIS Coordinator position.

III. GENERAL PROVISIONS

- P. 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.
- Q. Independent Entities. COUNTY, CITY and BOPU are independent entities and their employees or volunteers are not to be considered agents or employees of the other.
- R. Entire Agreement. This MOU [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.
- S. 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.

- T. Modification. This MOU shall be modified only by a written agreement, duly executed by all parties hereto.
- U. 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.
- V. 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.
- W. 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.
- X. 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.
- Y. Governmental Immunity. COUNTY, CITY and BOPU do not waive their Governmental Immunity, as provided by any applicable law including W.S. § 1-29-101 et seq., by entering into this MOU. Further, COUNTY, CITY and BOPU 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.
- Z. 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.
- AA. 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, property 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.

- BB. 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.
- CC. 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.
- DD. Limitation on Payment. The parties' obligations to perform under this MOU are conditioned upon the availability of funds that are appropriate 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 GIS Coordinator, 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 effected 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.

Attachment F

MEMORANDUM OF UNDERSTANDING GIS COOPERATIVE INTERNSHIP POSITION

THIS MEMORANDUM made and entered into by and between Laramie County, Wyoming, 310 W 19th Street, 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 (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 GIS services within the Cooperative GIS 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 W.S. § 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 W.S. § 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 W.S. § 15-7-401 et seq., located at 2416 Snyder Avenue, Cheyenne, Wyoming 82001.

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

II. PURPOSE

The parties to this Memorandum of Understanding desire to create a jointly funded position of 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

- F. Funding of the position of Cooperative Internship position, shall be apportioned as follows: 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), COUNTY, 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.
- G. 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 Laramie County GIS Cooperative Executive Committee. The position will be dependent on continued funding in accord with this MOU.
- H. 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.
- I. 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/Laramie County GIS Executive Committee will retain advisory input to the activities of the Cooperative Internship.
- J. COUNTY shall bill BOPU, CITY and LCCD on a monthly basis for their contributions to the funding of the Cooperative Internship position.

III. GENERAL PROVISIONS

- E. 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.
- F. 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.
- G. Entire Agreement. This MOU [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.
- H. 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.
- I. Modification. This MOU shall be modified only by a written agreement, duly executed by all parties hereto.
- J. 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.
- K. 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.
- L. 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.
- M. 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.

- N. Governmental Immunity. COUNTY, CITY, BOPU and LCCD do not waive their Governmental Immunity, as provided by any applicable law including W.S. § 1-29-101 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.
- O. 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.
- P. 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, property 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.
- Q. 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.
- R. 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.
- S. Limitation on Payment. The parties' obligations to perform under this MOU are conditioned upon the availability of funds that are appropriate 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 effected 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.