

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF WYOMING, OFFICE OF THE STATE PUBLIC DEFENDER  
AND  
LARAMIE COUNTY BOARD OF COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the State of Wyoming, Office of the State Public Defender (OSPD), whose address is: Rogers Building, 316 West 22<sup>nd</sup> Street, Cheyenne, Wyoming, 82002, and the Laramie County Board of County Commissioners (Board), whose address is: Historic Courthouse, 310 West 19<sup>th</sup> Street, Suite 320, Cheyenne, Wyoming 82001.
2. **Purpose.** The purpose of this MOU is to set forth the terms and conditions by which the Board shall contract with S & S Builders to remodel a portion of the OSPD's Laramie County Field Office then oversee and supervise the remodel project and by which the OSDP shall pay for the remodel.
3. **Term of MOU.** This MOU is effective when all parties have executed it (Effective Date). The period of performance of this MOU shall commence on June 1, 2021, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.**
  - A. The OSPD agrees to pay a total amount not to exceed twenty-four thousand, five hundred seventy-five dollars (\$24,575.00) for the remodel. The OSPD shall pay this amount directly to S&S Builders in increments as stages of remodel construction are accomplished and the Board has approved the amount due. OSPD shall remit payment to S&S within forty-five (45) days after the Board notifies OSPD of approved invoices, pursuant to Wyo. Stat. § 16-6-602.
5. **Responsibilities of the Board.** The Board agrees to:
  - A. Enter into a contract with S&S Builders to remodel a portion of the OSPD's Laramie County Field Office located on the second (2<sup>nd</sup>) floor in the Laramie County Courthouse for a total contract dollar amount of twenty-four thousand, five hundred seventy-five dollars (\$24,575.00).
  - B. Oversee and supervise the remodel project being done by S&S Builders, ensuring the contract terms are met and that the remodel project is completed in a timely manner.
  - C. Timely inform the OSPD that the Board has approved any request for payment for remodel services by S&S Builders.

6. **Responsibilities of the OSPD.** The OSPD agrees to:

- A. Pay any dollar amount approved by the Board to S&S Builders for remodel construction work that has been done, not to exceed the total dollar amount set forth in Section 4, above.

7. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- D. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- G. Sovereign Immunity.** The State of Wyoming, OSPD, and the Board do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. Third Party Beneficiary Rights.** 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 this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**THE STATE OF WYOMING, OFFICE OF THE STATE PUBLIC DEFENDER**

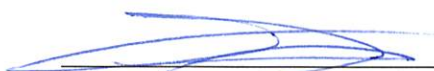
  
\_\_\_\_\_  
Diane M. Lozano, State Public Defender

6-17-21  
Date

**LARAMIE COUNTY BOARD OF COUNTY COMMISSIONERS**

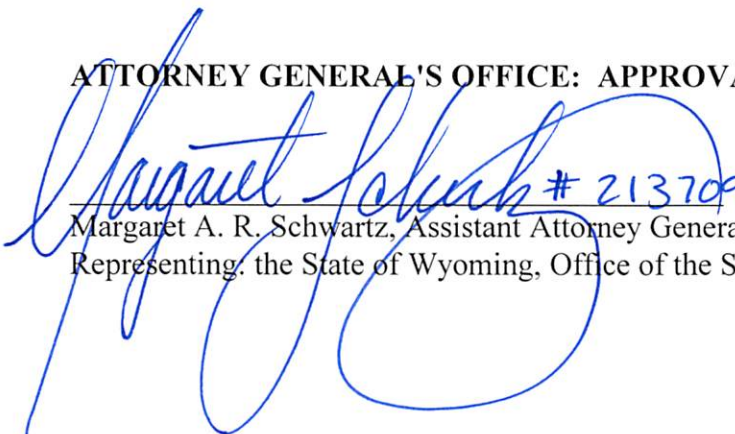
\_\_\_\_\_  
Gunnar Malm, Chairman

\_\_\_\_\_  
Date

 FOR  
\_\_\_\_\_  
Mark Towne Voss, Laramie County Attorney  
Representing: Laramie County Board of County Commissioners

6/28/21  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 # 213709  
\_\_\_\_\_  
Margaret A. R. Schwartz, Assistant Attorney General  
Representing: the State of Wyoming, Office of the State Public Defender

6/16/21  
Date