

MEMORANDUM OF UNDERSTANDING
Between the City of Laramie, Wyoming and University of Wyoming
Fiscal Year 2022 Forward

- 1) **Parties.** This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into by and between the City of Laramie, Wyoming, a municipal corporation, (hereinafter referred to as the "City"), whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070, and the University of Wyoming, a body corporate and politic (hereinafter referred to as "University"), whose address is 1000 University Avenue, Laramie Wyoming 82071.

- 2) **Purpose.** The purpose of this MOU is to provide information and responsibilities related to the LaramieLink bus route that is operated by the University of Wyoming.

- 3) **Responsibilities of City.**
 - a) The City of Laramie agrees to maintain signage outside of the University Campus related to the LaramieLink route, including name changes, installations and removals as needed.
 - b) The City of Laramie will perform curb maintenance as needed at current and future bus stop locations subject to available budgeted funding.

- 4) **Responsibilities of University.**
 - a) The University of Wyoming agrees to operate the East-West LaramieLink route along or approximately parallel to Grand Avenue between Walmart, 4308 E. Grand Avenue and Gateway Plaza, 770 North 3rd Street in Laramie, WY. This route replaced the Gem City Grand transit service formerly operated by ACTA in August 2015.
 - b) The East-West LaramieLink route is offered to Laramie residents at no direct-fare cost. If the University intends to change this practice of allowing Laramie residents to ride the bus at no direct-fare cost, the University will provide reasonable advance notice to the City of any proposed changes.
 - c) The University reserves the right to alter or cease the East-West LaramieLink service based on the best interests of the University.

- 5) **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. The parties may amend this MOU, provide for other methods of providing records and communications services, or maintain separate records and communications services by mutual agreement at any time. Mutually agreed modifications, unless otherwise specifically agreed at the time, shall not be effective until 90 days after agreement is reached.

b) Term and Termination of MOU. This MOU shall remain in force for five years from the dates of July 1, 2021 through June 30, 2025, or until terminated by either party. This MOU may be terminated by either party upon thirty (30) days written notice to the other party or by mutual written agreement.

c) 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 Second Judicial District, Albany County, Wyoming.

d) Entirety of Agreement. This MOU, represents the entire and integrated agreement between the parties and supersedes 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 by the City and University and Attested as prescribed by law.

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 either party may renegotiate the terms affected by the severance.

g) Sovereign or governmental Immunity. The University and City do not waive their 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. Any actions or claims against the University or the City under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

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.

i) Availability of Funds. This MOU does not bind the City or the University to incur any cost, accrue any debt, or expend any money which would be in excess of limit prescribed by law.

j) Applicable Laws/Equal Opportunity. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions

of employment.

k) Notices. All notices and other correspondence related to this MOU shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

To University:

Paul Kunkel
UW Transportation Services
Dept. 4303
1000 East University Ave.
Laramie, WY 82071

To City:

Janine Jordan
City Manager
City of Laramie
P.O. Box C
Laramie, WY 82073

l) 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.

UNIVERSITY OF WYOMING

THE CITY OF LARAMIE

By:  5/27/2021
Neil D. Theobald, Senior Vice
President, Finance and
Administration

By: _____
Paul Weaver, Mayor and President
of the City Council

Date: _____

Attest: _____

Date: _____