

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF ALBANY, WYOMING, AND  
THE CITY OF LARAMIE, WYOMING  
FOR TECHNICAL UPDATE OF THE CASPER AQUIFER PROTECTION PLAN AND  
REVIEW OF AQUIFER PROTECTION MEASURES**

1. **Parties.** This Memorandum of Understanding (“MOU”) is made effective August \_\_\_\_\_, 2021, between the Board of Commissioners of the County of Albany, Wyoming, a body corporate and political subdivision of the State of Wyoming (“County”), whose address is 525 Grand Avenue, Suite 201, Laramie, Wyoming 82070, and the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson Avenue, Laramie, Wyoming 82070 (individually or collectively referred to as “Party” or “Parties”).

**RECITALS**

**WHEREAS**, approximately 85% of the Casper Aquifer area is located in the County and 15% is located within the corporate limits of the City and, such circumstance requires collaboration and coordination between the County and City governments for the protection and preservation of the invaluable drinking water resource found within the Casper Aquifer for current and future generations; and,

**WHEREAS**, unregulated or inappropriate development over the aquifer can adversely affect the quality of drinking water within the Casper Aquifer through the intentional or unintentional release of contaminants harmful to the health and welfare of the more than 90% of all County residents and fully 100% of City residents who rely upon the waters contained therein for life, safety and health; and,

**WHEREAS**, the Parties desire now to create a single, joint aquifer protection plan inclusive of the 2008 City Aquifer Protection Plan, the 2011 County Aquifer Protection Plan, and the substantial body of work which has been completed since that time, including a variety of scientific analyses and data; and,

**WHEREAS**, the City and County desire to endeavor jointly also to review the regulations protecting the Casper Aquifer and consider update of those protective measures and/or regulations as may be prudent in light of new data and analyses; and,

**WHEREAS**, the Joint City-County Environmental Advisory Committee (EAC) was created to “formulate options and advise the city council and the board of county commissioners” and “to addresses various advisory duties relating to environmental issues” [LMC 2.32.070]; and,

**WHEREAS**, a CAPP Intergovernmental Steering Committee comprised of City and County representatives, including Commissioner Sue Ibarra and Council Members Erin O’Doherty, Pat Gabriel, and Sharon Cumbie, has been established and desires to work collaboratively with the EAC to engage stakeholders as part of updating the Plan; and,

**WHEREAS**, with each Party respectively having established Planning Commissions, the CAPP Intergovernmental Steering Committee will work collaboratively with the Commissions to review protective measures and/or regulations as may be advisable following the Plan being updated and, ultimately, will forward those protective measures or regulations to the respective Governing Bodies for concurrent consideration.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements contained herein, it is understood and agreed by and between the parties as follows:

**1. Purpose.** The purpose of this MOU is for City and County to establish a partnership in securing and utilizing professional services to update the Casper Aquifer Protection Plan and associated ordinances, regulations and protective measures (hereinafter referred to as “Project”). City and County agree to jointly issue a Request for Proposal in August 2021 and, through a subsequent Amendment to this MOU, will jointly engage a professional service provider(s) to:

- a. Complete a technical update of the Aquifer Protection Plan to include and incorporate the substantial body of scientific analyses and data that has been completed,
- b. Provide policy recommendations, and
- c. Review existing City and County ordinance, regulations and protective measures and provide professional recommendations for coordinated development management strategies and/or aquifer protection measures as might be prudent for consideration by the Parties, and
- d. Present and facilitate consideration of the Consultant’s recommendations before the Governing Bodies.

**2. Term.** This MOU is effective when all parties have executed it and all required approvals have been granted and it shall remain in full force and effect until the Project is completed.

**3. Payment.** The Parties agree to split equally the cost of the professional services provided by the Consultant under the Request for Proposal and as defined herein with an estimated Project cost not to exceed four hundred thousand dollars (\$400,000).

**4. Responsibilities of Both Parties.**

- a. City and County agree to jointly and cooperatively manage the professional planning services under this MOU by and through their assigned project managers, acting as a Project Co-Management Team:

Albany County Project Co-Manager: David Gertsch, Albany County Planner

City of Laramie Project Co-Manager: Darren Parkin, Natural Resources Administrator

Project Co-Managers shall be responsible for monitoring and managing the Consultant's progress and may modify the scope of the work and tasks by mutual consent.

- b. City and County agree to a preferred completion date for the Project of June 1, 2022, but not later than July 15, 2022. The Parties understand and agree that in order to attain this aspirational schedule, it will require diligent adherence to established timelines and, as such, wish to set forth and agree herein to certain key deadlines as are currently foreseeable and necessary to accomplish the preferred completion date.
  1. City and County agree to delegate the authority to review and authorize the advertisement of the Request for Qualification (RFQ) to the *CAPP Intergovernmental Committee* which shall conclude its review no later than August 15, 2021.
  2. City and County agree to establish a *RFQ Review Committee* to evaluate, interview, select and recommend a winning qualified proposal/proposer for consideration by the Governing Bodies as soon as September 15, 2021 but not later than October 4, 2021. Parties agree the *RFQ Review Committee* will include seven (7) members:
    - Project Co-Managers
    - Two (2) members of the Environmental Advisory Committee (One (1) member that was appointed by the City and One (1) member that was appointed by the County)
    - City Manager, or designee
    - Commissioner Ibarra, *CAPP Intergovernmental Committee*
    - Councilor O'Doherty, *CAPP Intergovernmental Committee*
- c. City and County agree to provide digital copies (and hard copies if necessary) of any existing Comprehensive Plans, Master Plans and any other plans, drawings, plan revisions and other existing data and documentation as may be requested and necessary for Consultant to use in completion of the Project.
- d. City and County agree to cooperate and commit to prioritize staff time and the financial resources necessary to support completion of the Project.

**4.1. Responsibilities of CITY.**

- a. City agrees to be the lead party to contract for professional services and to manage such contract. City agrees to be responsible for the coordination of payments under the contract and agrees to submit invoices to the County for payment on a monthly basis.
- b. City agrees to assign a project manager to oversee and direct the completion of the contractual services in collaboration with the County's assigned co-project manager.

**4.2 Responsibilities of COUNTY.**

- a. County agrees to remit payment for contractual professional services upon receipt of an invoice from the City within forty-five (45) days of invoice date.
- b. County agrees to assign a project manager to oversee and direct the completion of the contractual services in collaboration with the City's assigned co-project manager.

**5. General Provisions.**

**5.1. Amendments.** Any of the parties may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to the MOU.

**5.2. 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, Laramie County, Wyoming.

**5.3. Entirety of Agreement.** This MOU, consisting of six (6) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**5.4. Prior Approval.** This MOU shall not be binding upon the parties unless this MOU has been reduced to writing before performance begins as described under the terms of the MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

**5.5. Severability.** Should any portion of the MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any of the parties may renegotiate the terms affected by the severance.

**5.6. Sovereign Immunity.** Neither party herein waives their sovereign 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 the MOU.

**5.7. 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 parties to this MOU intend and expressly agree that only party's 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 an action for the breach of this MOU.

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This MOU is made duly and executed this \_\_ day of August, 2021, in accordance with the authorization by majority vote of the duly elected members of the City Council of Laramie, at its regular meeting held in the City Council Chambers in Laramie, Wyoming on the 3rd day of August, 2021, and by majority vote of the duly elected members of the Board of County Commissioners of Albany County taken at its meeting held in the Albany County Courthouse in Laramie, Wyoming on the 3rd day of August, 2021.

**CITY OF LARAMIE, WYOMING:**

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

Attest: \_\_\_\_\_  
Nancy Bartholomew, CMC  
City Clerk

**BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING:**

By: \_\_\_\_\_  
Pete Gosar  
Chairperson

Attest: \_\_\_\_\_  
Jackie R. Gonzales  
County Clerk