

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF ALBANY, WYOMING, AND
THE CITY OF LARAMIE, WYOMING
FOR COLLABORATIVE AND COORDINATED GROWTH MANAGEMENT
THROUGH ESTABLISHMENT OF A JOINT GROWTH AREA AGREEMENT**

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”), the Albany County Board of Commissioners (“County”) whose address is 525 Grand Avenue, Suite 101, Laramie, Wyoming 82070, and the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”) whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070 (individually or collectively referred to as “Party” or “Parties”).

RECITALS

WHEREAS, inappropriate development and growth occurring within the rural-urban interface area directly adjacent to the City and within the County can negatively affect the local economy, governmental efficiency, and the life, safety and health of residents; and,

WHEREAS, the Parties desire now to create a single, coordinated joint growth strategy inclusive of the City and County’s Comprehensive Plans and wish to establish shared or mirrored regulations for consistent and predictable development to occur; and,

WHEREAS, a Growth Area Intergovernmental Steering Committee (IGC) comprised of City and County representatives, including Commissioner Heber Richardson and Council Members Harrington, Weaver, and Schmechel has been established and desires to work collaboratively to engage stakeholders; and,

WHEREAS, with each Party respectively having established Planning Commissions, the IGC will engage the Planning Commissions to review regulations for coordinated growth management and, ultimately, will forward those measures and/or regulations to the respective Governing Bodies for 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 create a collaborative and coordinated growth management strategy to be jointly adopted along by Agreement, along with any associated ordinances, regulations and procedures (hereinafter referred to as “Project”). City and County agree to issue a Request for Proposal in October 2021 and, through a subsequent Amendment to this MOU, will engage a professional service provider(s) to:

- a. Complete a review of the growth area boundaries as currently established within City and County Comprehensive Plans and consider modifications to the defined boundaries as may be necessary to differentiate preferred, high priority growth areas in the rural-urban interface, based upon
 - a. characteristics of the lands,
 - b. proximity to infrastructure and governmental services,
 - c. the need for orderly economic growth of the local economy and predictability for land developers and businesses,
 - d. cost-effective use of limited City and County governmental resources,
 - e. the life, health and safety of City and County residents, and
 - f. differences in statutory authority between City and County.
- b. Provide policy recommendations for coordinated and collaborative management of the entire defined growth area, with specific, targeted recommendations as may be needed to regulate growth in both high-priority and low-priority growth areas, and
- c. Review existing City and County statutory authority, ordinances, regulations and procedures, and provide professional recommendations for modifications, changes, or additions that incorporate the statutory differences in authority for the City and County, as may be necessary to affect coordinated regulations by the City and County, and
- d. Present a joint City-County growth area management agreement for consideration and adoption by 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 three hundred thousand dollars (\$300,000).

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: Derek T. Teini, AICP, Planning Manager

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 July 15, 2022, but not later than August 31, 2022. The Parties understand and agree that in order to attain this aspirational schedule 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 *Growth Area Intergovernmental Steering Committee* which shall conclude its review no later than October 11, 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 November 1, 2021 but not later than December 3, 2021. Parties agree the *RFQ Review Committee* will include eight (8) members:
 - Project Co-Managers
 - One (1) member of the Albany County Planning and Zoning Commission and one (1) member of the City of Laramie Planning Commission
 - County designee
 - City staff designee
 - Commissioner Richardson, *Growth Area Intergovernmental Committee*
 - Councilor Weaver, *Growth Area 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.

5. Responsibilities of CITY.

- a. 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.
- b. City agrees to remit payment for contractual professional services upon receipt of an invoice from the County within forty-five (45) days of invoice date.

6. Responsibilities of COUNTY.

- a. County agrees to be the lead party to contract for professional services and to manage such contract. County agrees to be responsible for the coordination of payments under the contract and agrees to submit invoices to the City for payment on a monthly basis.
- 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.

7. General Provisions.

7.1. 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.

7.2. 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.

7.3. Entirety of Agreement. This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.

This Agreement is made duly and executed this _____ day of September, 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 _____ day of September, 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 _____ day of September, 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 County Commission

Attest: _____
Jackie R. Gonzales
County Clerk