

Albany County School District One
Original Deti Stadium
Memorandum of Understanding

1. **Parties.** This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Laramie whose address is PO Box C, Laramie Wyoming 82073 (hereinafter "City") and Albany County School District Number One whose address is 1948 East Grand Avenue, Laramie WY 82070 (hereinafter "District").
2. **Purpose.** To have an underlying agreement for the City use and scheduling for the original Deti Stadium at 15th and Reynolds street which is property of the District.
3. **Term.** This MOU shall commence upon the last date of the final signature and shall remain in full force until modified or terminated. This MOU may be terminated by either party with 30 days' written notice to the other party at the address stated above or immediately with cause by the District.
4. **Responsibilities of the City.** The City shall be responsible for:
 - A. Scheduling public use of the Upper and Lower Practice Fields. The City shall additionally be responsible for scheduling such use through the District, by notifying the Director of Operations through ML Scheduler for all scheduled events. The District will have first right for scheduling with at least 2 weeks' advance notice for student athletics and activities.
 - B. Requesting certificates of insurance naming the City and the District as additional insureds when the renter is not a City or District program involving Albany County Students.
 - C. Cleaning of the restrooms and stands after City Scheduled events. Restrooms must be locked overnight.
 - D. Turf maintenance of Upper and Lower practice fields and fence lines that surround them. Including fertilizing and weed control. Painting lines and setting goals on Upper and Lower practice fields and the main field as required for City program use.
5. **Responsibilities of the District:** The District will retain ownership of the stadium and shall be responsible for:
 - A. Irrigating the turf areas.
 - B. All utility costs including water, gas and electric.
 - C. Cleaning of the restrooms and stands after District scheduled events.
 - D. Storage within the stadium buildings will remain under District control.
 - E. Maintain the turf of the Original Deti Stadium field, rock and landscaped perimeter area of the main field within the fences.
 - F. Painting lines on Original Deti stadium field for youth football.

6. **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 shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity. The District's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, or other status protected by state and federal statutes.
- C. Assignment.** Without prior written consent of the other party, neither party may assign this MOU. This MOU shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- D. Entirety of MOU.** This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- E. Governmental Claims.** Any actions or claims against the City and/or the District 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.
- F. Independent Contractor.** District is acting as an independent contractor. This MOU does not commit the City Club to the traditional role of employer. The City Club is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the District.
- G. Interpretation.** 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.
- H. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing and signed by both parties before performance begins as described under the terms of this MOU.
- I. 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.
- J. Sovereign Immunity.** The City and the District do not waive their sovereign or governmental immunity by entering into this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

K. 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 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 an action for the breach of this MOU.

L. Legal Authority. Each party to this MOU warrants that it possesses the legal authority to enter into this MOU and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind it to its terms. The person(s) executing this MOU on behalf of a party warrant(s) that such person(s) have full authorization to execute this MOU.

M. Force Majeure. Neither party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and 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.

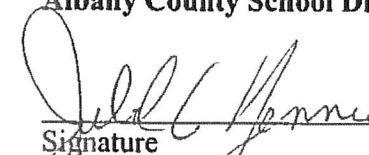
APPROVED BY:

City of Laramie

 11-21-19
Signature Date

TODD FREEZER, ASST. CITY MGR
Name
Title:

Albany County School District One

 11/7/19
Signature Date

JUBAL C. YENNIE, SUPERINTENDENT
Name
Title:

