

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Laramie ("City"), and Laramie's two Rotary Clubs: The Rotary Club of Laramie and the Laramie Sunrise Rotary Club (herein collectively referred to as "Rotary"), and pertains to a City park located north of I-80 south of Bill Nye in the Grandview Heights subdivision, currently referred to as Grandview Heights Park ("Park").

WHEREAS, Rotary has been a vital force in community service in Laramie for almost one hundred years; Rotary's goals and objectives include community health; enhanced water and sanitation; youth health; education and literacy; and community development;

WHEREAS, Rotary desires to further these purposes through involvement and improvement of the Park. Parks are a natural place to engage youth groups in constructive activities and Rotary proposes to assist the City in further developing and maintaining a public space to conduct community service, outreach programs and other community activities;

WHEREAS, through the City of Laramie Parks & Recreation Master Plan the City has identified initial features of this park as well as continued improvements to the Park and seeks to encourage Rotary to participate with the City in providing financial assistance and volunteer efforts to supplement City resources and ultimately accomplish these efforts;

WHEREAS, The Park embodies the future and growth of Laramie and with the development and naming of the Park "Laramie Rotary Club Park at Grandview Heights", it would enhance Rotary's visibility and help build awareness of Rotary in the community.

WHEREAS, the City and Rotary desire to establish a framework for a productive working relationship for ongoing improvement and development of the Park.

In consideration of the foregoing and the terms set forth below, the parties agree as follows:

- 1. Park Identification.** The Park's design could include native grass, blue grass and trees both along Bill Nye and in the park. Other proposed items could include natural stone, a natural stone patio/plaza, a playground, a large flat open area, a looped trail system, and a dog park. The natural stone, if used, will be quarried out of the site, having a beautiful mix of red, white, blue, black lime stone creating beautiful features. This park is defined in the City's Parks and Recreation Master Plan, attached hereto as Exhibit A and incorporated by this reference.
- 2. Funds.** The Laramie Rotary Club will provide \$20,000.00 cash to the City and Laramie Sunrise Rotary Club will provide \$5,000 cash to the City, in four annual payments of \$5,000.00 and \$1,250.00 respectively, with the first payment due July 1, 2020.
- 3. Restrictions on Use of Funds.** City agrees that these funds will be used towards direct expenses related to design and implementation the Park.
- 4. Naming of Park.** Following the execution of this MOU, and upon the City's receipt of the first \$6,250.00 cash as described in Paragraph 2 above, the City agrees to permanently name the Park to "Laramie Rotary Club Park at Grandview Heights" and to provide signage of the same.

- 5. Future Development.** Rotary and City agree to discuss and explore further development and community service projects related to the Park. Rotary and the City will work together to address projects identified by the City's Parks and Recreation Master Plan. Examples of projects include but are not limited to a children's playground, picnic shelters, restrooms, additional trees, and other projects identified through the City's Parks and Recreation Master Plan.
- 6. Indemnification and Insurance.** The City shall ensure all contractors it hires or uses for the Park agree to: (i) indemnify the City, Rotary, and each of their officers, employees and agents, from any and all liability that may arise from that contractor's acts or omissions regarding that contract, including those of the contractor's officers, employees, agents or subcontractors, and (ii) have appropriate levels of general liability insurance.
- 7. Volunteers.** The parties understand individual volunteers may not be protected by the above-referenced indemnities and insurance coverage for potential liability that could result for those volunteers' actions or inactions related to any construction activities of the Park. The City shall inform volunteers of that risk.
- 8. Termination.** A non-defaulting party may terminate this MOU in the event of a default with the terms set forth in this MOU, including its exhibits. Provided however, the party seeking termination must first provide written notice of the default to the other party and allow a reasonable period (not less than thirty (30) days) period to cure the default. In the event said default continues uncorrected after written notice thereof to the defaulting party, this MOU may be terminated.

**This space intentionally left blank.**

9. **Notice.** Any formal notice, request, approval or other communication to be provided by either party shall be in writing and dispatched by first class mail, registered or certified mail, postage prepaid, return-receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery, to the addresses of City and Rotary set forth below. Such written notices, requests, approvals or other communication may be sent in the same manner to such other addresses as either party may from time to time designate. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice personally delivered shall be deemed received on the documented date of receipt and any notice that is sent by registered or certified mail, postage prepaid, return-receipt requested shall be deemed received on the date of receipt thereof. Addresses for giving notice are as follows:

**City of Laramie**

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

**The Rotary Club of Laramie**

Attn: President  
P.O. Box 12  
Laramie, WY 82073

**Laramie Sunrise Rotary Club**

Attn: President  
P.O. Box 2188  
Laramie, WY 82073

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**The Rotary Club of Laramie:**

By: *Nicole Haus*  
President

**Laramie Sunrise Rotary Club:**

By: \_\_\_\_\_  
President

**Attest:**

By: \_\_\_\_\_

**City of Laramie:**

By: \_\_\_\_\_  
Joe Shumway, Mayor & President  
Laramie City Council  
**Attest:**

By: \_\_\_\_\_

