

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LARAMIE, WYOMING AND
ALBANY COUNTY, WYOMING
FOR MOSQUITO CONTROL SURVEILLANCE SERVICES**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this 21 day of July, 2020 by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson St., Laramie, Wyoming 82070 and Albany County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as “County”) whose address is 525 E. Grand Avenue, Laramie, Wyoming 82070, and hereinafter collectively referred to as “Parties”.

2. **Purpose.** The purpose of this Memorandum is for City to provide mosquito control surveillance and reporting activities as required under the Emergency Insect Management Program grant requirements for the Albany County Mosquito Control Districts including Big Laramie Mosquito Control, Rock Creek Mosquito Control, and Little Laramie Mosquito Control (hereinafter referred to as “Mosquito Control Districts”) and the Town of Rock River, Wyoming (hereinafter referred to as “Town”). In consideration of the matters described above, and of the mutual benefits and obligations set forth in this MOU, the parties agree as follows.

3. **Term of MOU and Required Approvals.** This MOU is effective when all parties have executed it and all required approvals have been granted. The term of the MOU is from the date of execution through December 31, 2020 unless otherwise terminated or extended as outlined herein.

4. **Consideration.** The County shall make a single payment to the City at the conclusion of the 2020 mosquito control seasons in the amount of Five Thousand Dollars (\$5,000.00) contingent upon fulfilling the terms of this MOU and the acquisition of funding from the Wyoming Department of Agriculture, Emergency Insect Management Grant funds.

5. **Responsibilities of City.** City is responsible for the following:

5.01. Provide mosquito speciation and enumeration service to the designated contacts for Mosquito Control Districts and the Town on a weekly basis and timely notify Mosquito Control Districts and Town of conditions relating the risk of West Nile virus infection to the current mosquito population.

5.02. Provide copies of surveillance data records to Mosquito Control Districts and Town relating to the risk of West Nile virus in Albany County.

5.03. Provide an annual report to the Albany County Grants Coordinator for submission to the Wyoming Department of Agriculture documenting the surveillance activities required for Level 3 programs requesting funding through the Emergency Insect Management Grant Program. City shall also provide Mosquito Control Districts and Town a copy of the annual report for their respective District or Town.

5.04. Provide RAMP testing of Culex tarsalis mosquito pools from the Mosquito Control Districts and Town relating to the risk of West Nile virus infection in Albany County and provide notification to Mosquito Control Districts and Town immediately of any positive samples from their district surveillance traps. The City will ensure that positive samples will be confirmed at the Wyoming State Vet Lab using PCR testing when available.

5.05. Provide invoice for payment/reimbursement to County for payment of funds at the completion of the mosquito control season.

6. Responsibilities of County. County is responsible for the following:

6.01. Submit report as required by the Wyoming Department of Agriculture, Emergency Insect Grant program guidelines.

6.02. Ensure communication and coordination between the City, the Mosquito Control Districts and the Town relating to the Emergency Insect grant for compliance with grant requirements.

6.03. Provide payment to City for services provided under this MOU contingent upon the City fulfilling the terms of this MOU and County receiving funding from the Wyoming Department of Agriculture, Emergency Insect Management Grant.

7. Special Provisions.

7.01. Amendments. 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.

7.02. Applicable Law/Venue. 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 this MOU and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

7.03. Assignment/MOU Not Used as Collateral. Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this MOU without the prior written consent of the other Party. Neither Party shall not use this MOU, or any portion thereof, for collateral for any financial obligation.

7.04. Award of Related MOU. County may undertake or award supplemental or successor MOU for work related to this MOU. The City shall cooperate fully with County in all such cases.

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

7.07. 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. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

7.08. Compliance with Laws. Parties shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this MOU.

7.09. Liaison and Notice. City's and County's Designated Representatives.

(i) City's designated representative is Tyler Shevling, Mosquito Control Supervisor, P.O. Box C Laramie, WY 82073: telephone number: (307) 721-5258 and facsimile: (307) 721-5284.

(ii) County's designated representative is Bailey Quick, Albany County Grants Specialist, 525 Grand Ave. STE 202., Laramie WY 82070. Telephone number: (307) 721-5550 and facsimile: (307) 721-5551.

(iii) All notices and invoices required in this MOU shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7.10. Termination. Either party to this MOU may terminate such by giving notice of not less than thirty (30) days in writing of official action that has been taken by the governing body of the party which terminates the MOU. In the event of termination, the County shall pay City, contingent upon the County receiving grant funds, as full payment for all services performed and expenses incurred under this MOU and what shall become payable because of the progress in services. In ascertaining the services actually rendered hereunder up to the date of termination of this MOU, consideration shall be given to both completed services and services in progress. Payment for services to City will be pro-rated depending upon the completed services and services in progress.

7.11. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a 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.

7.12. Independent Contractor. City shall function as an independent contractor for the purposes of this MOU and shall not be considered an employee of the County for any purpose. City shall assume sole responsibility for any debts or liabilities that may be incurred by City in fulfilling the terms of this MOU and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this MOU. Nothing in this MOU shall be interpreted as authorizing City or its agents and/or employees to act as an agent or representative for or on behalf of the County, or to incur any obligation of any kind on the behalf of the County. City agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County employees will inure to the benefit of City or the City's agents and/or employees as a result of this MOU.

7.13. Indemnification. Each party to this MOU shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

7.14. Liability. City employees or agents acting under this MOU shall be deemed to be acting within the scope of their duties for purposes of the Wyoming Governmental Claims Act and the local government self-insurance program or commercial insurance, Wyo. Stat. §§1-42-101 through 1-42-207. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to assigned City employees or agents while in the performance of their duties under this MOU shall also apply to them when acting pursuant to this MOU.

7.15. Sovereign Immunity. The Parties does not waive Sovereign immunity by entering into this MOU, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

7.16. Limitation of Payment. County's obligation to pay City for services of City pursuant to this MOU is conditioned upon the availability of County's funds which are allocated to pay City from the Emergency Insect Management Program grant. If funds are not allocated and available to pay the City for these services, County may terminate this MOU at the end of the period for which the funds are available. County shall notify City at the earliest possible time if City will or may be affected by a shortage of funds. No liability shall accrue to County in the event this provision is exercised, and County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit County to terminate this MOU in order to acquire similar services or use from another party. City shall be paid for the use by County provided and expenses incurred prior to receipt of any such notification that County was terminating the MOU because of a shortage of funds.

7.17. Confidentiality. Nothing in the MOU shall be deemed to require the parties to release any information that is considered confidential by law. City will provide the information required for the Emergency Insect Management Program grant requirements including all mosquito control surveillance and reporting activities.

7.18. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

7.19. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.

7.20. Waiver. The waiver or any breach of any term or condition in this MOU shall be deemed a waiver of any prior or subsequent breach.

7.21. Time is of the Essence. Time is of the essence in all provisions of the MOU.

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IN WITNESS WHEREOF, the County has caused this MOU to be signed and executed in its behalf by its Chairperson, and duly attested by its County Clerk, and Contractor has signed and executed this MOU the day and year first written above.

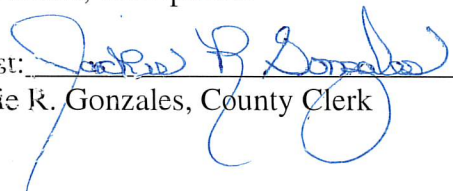
CITY OF LARAMIE, WYOMING:

By: _____
Joe Shumway, Mayor and President of the
City Council

Attest: _____
Nancy Bartholomew, City Clerk

ALBANY COUNTY, WYOMING:

By:  _____
Terri Jones, Chairperson

Attest:  _____
Jackie R. Gonzales, County Clerk