

MEMORANDUM OF UNDERSTANDING
between
UNITED STATES FISH AND WILDLIFE SERVICE
and
LARAMIE RIVERS CONSERVATION DISTRICT
and
CITY OF LARAMIE WYOMING

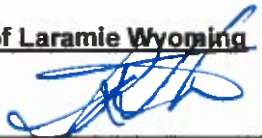

1. **Parties.** This Memorandum of Understanding (*hereinafter referred to as "MOU"*) is made and entered into by and between the United States Fish and Wildlife Service (*hereinafter referred to as USFWS*), whose address is 5353 Yellowstone Road, Suite 308A, Cheyenne WY 82009, and the Laramie Rivers Conservation District (*hereinafter referred to as LRCD*), whose address is 5015 Stone Road, Laramie WY 82070, and the City of Laramie (*hereinafter referred to as City*) whose address is 406 Iverson Street, Laramie WY 82070.
2. **Purpose.** The purpose of this MOU is to maintain for one (1) year a Safe Harbor Landowner Cooperative Management Agreement, dated September 7, 2016 ("Agreement") which concerns a parcel of real estate in the City of the Laramie ("Property"). The Agreement was entered into by the USFWS and LRCD with Wyoming Central Land & Improvement Company ("Wyoming Central"), and Wyoming Central donated the Property to the City in 2017.
3. **Terms of MOU.** This MOU shall commence as of the last affixed Signature Date for a one (1) year term unless otherwise terminated pursuant to the termination provisions of this MOU.
4. **USFWS/LRCD shall be responsible for:**
 - a. Continuing to work collaboratively and in close coordination with the City's designated representative to implement the Agreement for one (1) year.
 - b. Pursuing a more permanent resolution to the continuation of the Agreements with the City between now and May 2019.
5. **City shall be responsible for:**
 - a. Continuing to work collaboratively and in close coordination with the USFWS/LRCD designated representatives to implement the Agreement for one (1) year.
 - b. Abiding by the landowner obligations of the Agreement for the one (1) year term.
 - c. Pursuing a more permanent resolution to the continuation of the Agreements with the USFWS/LRCD between now and May 2019.
6. **Compensation Provisions.** No compensation is associated with this MOU.

7. General Provisions:

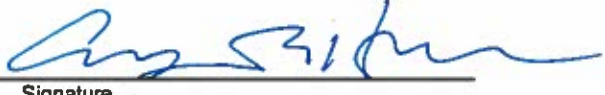
- a. **Amendments.** Any party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law and Venue.** The parties mutually understand and agree that the construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. In the event a dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in Albany County Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to City and to USFWS/LRCD in executing this MOU. This provision is not intended nor shall it be construed to waive governmental immunity as provided in WYO. STAT. ANN. § 1-39-101 (2013), *et seq.*, and all other applicable laws.
- c. **Entirety of this MOU.** This MOU, consisting of three pages, represents the entire and integrated MOU between all parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- d. **Indemnification.** To the fullest extent permitted by law, each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend nor indemnify the other from any and all lawsuits, losses, liability for injuries, damages, claims, penalties, actions, demands or attorney fees arising from or in connection with the respective services performed under this MOU.
- e. **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, and either party may renegotiate the terms affected by the severance.
- f. **Governmental/Sovereign Immunity.** No Party shall waive its Governmental/Sovereign Immunity by entering into this MOU and specifically retains all immunities and defenses available to it as a governmental entity pursuant to WYO. STAT. ANN. § 1-39-101 (2013), *et seq.*, and all other applicable laws. Each Party fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental/sovereign immunity. The Parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental/sovereign immunity shall be construed in favor of governmental/sovereign immunity.
- g. **Termination.** If for any reason either Party desires to terminate this MOU, it may do so upon thirty (30) day advance written notice to the other Party. Upon receipt of such notice, the other Party will immediately discontinue specific services and/or obligations.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized agents have executed this MOU on the day and date set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the day and date last signed and executed by the duly authorized agents of the parties to this MOU shown below.

<u>City of Laramie Wyoming</u> City	<u>United States Fish and Wildlife Service</u> USFWS
By:  Signature	By:  Signature
Name: <u>Janine Jordan</u> Printed Name	Name: <u>Tyler A. Abbott</u> Printed Name
Title: <u>City Manager</u>	Title: <u>Wyoming Field Supervisor</u>
Date Signed: _____	Date Signed: <u>5/14/18</u>

Laramie Rivers Conservation District
LRCD

By: 
Signature

Name: Anthony Hoch
Printed Name

Title: Director

Date Signed: 05/10/18