

**MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION,
WYOMING LIFE RESOURCE CENTER
AND
CITY OF LANDER**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Health, Behavioral Health Division, Wyoming Life Resource Center (WDH-WLRC), whose address is: 8204 Wyoming Highway 789, Lander, Wyoming 82520, and City of Lander (COL), whose address is: 405 Fremont Street Lander, Wyoming 82520.
2. **Purpose.** The purpose of this MOU is to acknowledge the rerouting of the forced main sewer line that is owned and operated by the COL. This MOU provides consent from the COL to allow the WDH-WLRC to perform construction on the line in order to reroute the line around a maintenance building in order to correct an encroachment on the easement outlined in Attachment A, City of Lander Sewer Easement Agreement, which is attached to and incorporated into this MOU by this reference.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days' written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** The COL agrees to provide reimbursement to the WDH-WLRC in the event that a bid alternate of hardware replacement is accepted. WDH-WLRC will provide written notice to COL if the need for reimbursement arises and details surrounding any payment shall be mutually agreed upon by WDH-WLRC and COL.
5. **Responsibilities of WDH-WLRC.** WDH-WLRC agrees to:
 - A. Construct a new section of pressurized sewer line in which routes around the maintenance building, as depicted by Attachment B, Pressurized Sanitary Sewer Main Proposed Map, which is attached to and incorporated into this MOU by this reference.
 - B. Include in the main sewer line rerouting design a bid alternate for replacing the hardware at the mechanical joints on the main pressurized line.
6. **Responsibilities of COL.** COL agrees to:
 - A. Participate in main sewer line rerouting design plan review to ensure the proper standards for public works are addressed.

- B. Provide an inspection of the section of line at tie-in, and, upon approval, provide a letter to WDH-WLRC stating the main sewer line operation is turned back over to the COL.
- C. If the COL wishes to have the hardware at the mechanical joints replaced during the project, COL will inform the WDH-WLRC of approval of the alternate bid.
- D. Provide reimbursement to WDH-WLRC in accordance with Section 4 above.

7. **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 by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **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 First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of four (4) pages; Attachment A, City of Lander Sewer Easement Agreement, consisting of one (1) page; and Attachment B, Pressurized Sanitary Sewer Main Proposed Map, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this MOU and the language of any attachment or document incorporated by reference, the language of this MOU shall control.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- 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 the parties may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The State of Wyoming, WDH-WLRC and COL do not waive sovereign or governmental 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 this MOU.
- G. **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.

- H. Counterparts.** This MOU may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOU. Delivery by the COL of an originally signed counterpart of this MOU by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WDH-WLRC.

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8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the 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.

The Effective Date of this MOU is the date of the signature last affixed to this page.

WDH-WLRC

DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION,
WYOMING LIFE RESOURCE CENTER

Stefan Johansson, Director
Wyoming Department of Health

Date

Ragen Latham, Interim Senior Administrator
Behavioral Health Division

Date

COL

CITY OF LANDER

(Signatory, Title)
City of Lander

Date

ATTEST:

Rachelle Fontaine, City Clerk
City of Lander

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Chandler Pauling, Assistant Attorney General

Date