

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CARBON COUNTY BOARD OF COUNTY COMMISSIONERS, CARBON
COUNTY, WYOMING, THE CARBON COUNTY SHERIFF
AND THE TOWN OF SARATOGA FOR THE PURCHASE OF MOTOROLA MC5500
DISPATCH CONSOLES**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Board of County Commissioners for Carbon County (County) whose address is: P.O. Box 6, Rawlins, Wyoming, 82301, the Sheriff of Carbon County (Sheriff) whose address is: P.O. Box 190, Rawlins, WY 82301 and the Town of Saratoga (Town), whose address is: P.O. Box 486, Saratoga, Wyoming 82331.
2. **Purpose.** The purpose of this MOU is to delineate the terms for the sale of the Motorola MC5500 dispatch consoles (hereinafter referred to as “equipment”) which are no longer used by the Carbon County Sheriff’s Office to the Town of Saratoga.
3. **Term of MOU.** This MOU is effective upon the 18th day of April, 2023, and shall continue until the equipment has been received by Town and removed from County property, which is expected to occur by April 30, 2023.

4. **Responsibilities of County:**

For consideration in the sum of Ten Dollars (\$10.00), the County shall transfer the ownership of its Motorola MC5500 dispatch consoles to the Town, recognizing that these consoles are no longer useful to the County due to upgraded equipment; however, will be useful to Town due to the age and condition of its current dispatch equipment.

5. **Responsibilities of Sheriff:**

Sheriff shall provide Town with access to the location of the Motorola MC5500 dispatch consoles for removal of the items, on a mutually agreed upon date and time.

6. **Responsibilities of Town:**

- A. Town shall remove the Motorola MC5500 Dispatch Consoles and relocate them to Town property. Any future disposal of the consoles, parts, or associated equipment shall be the responsibility of the Town.
- B. Town hereby releases and forever discharges the County, the Sheriff, its agents, employees, heirs and assigns from any and all claims for injury, disability, loss or property destruction that may occur to anyone as a result of the use of the Motorola MC5500 dispatch consoles.

- C. Town accepts full responsibility and also agrees to indemnify and hold harmless the County, the Sheriff, its agents, employees, heirs and assigns for any alleged injury or damage to any person or property that may occur or be caused from the use of the Motorola MC5500 dispatch consoles after the transfer of ownership, which is effective as of the date listed below, including the costs of defending such claims.
- D. Town is fully aware of the condition, age and expected term of use for the equipment, and excepts the equipment on an "as-is" basis, recognizing that the County and Sheriff do not warrant the function of the equipment, nor is any warranty provided for the equipment.
- E. Town acknowledges that use of the equipment will be operated under its direction and control, and training for use of the equipment will be the responsibility of Town.
- F. Town agrees to pay County Ten Dollars (\$10.00) for the Motorola MC5500 dispatch console equipment.

7. **General Provisions**

- A. **Amendments.** Any party may request changes in the 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 Second Judicial District, Carbon County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **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.
- E. **Governmental Immunity.** The County, Sheriff and Town do not waive governmental immunity by entering into this MOU. The County, Sheriff and Town

each fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiaries, 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.

G. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given through the United States Postal Service, mailed, certified mail, return receipt requested to the addresses set forth herein. Addresses for notice may be changed by giving written notice of the change in the manner set forth herein.

Town:

Town of Saratoga
Attn: Mayor
P.O. Box 486
Saratoga, WY 82331

County:

Carbon County Commissioners
415 West Pine Street
P.O. Box 6
Rawlins, WY 82301

With a copy to:

Carbon County Sheriff
P.O. Box 190
Rawlins, WY 82301

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.

CARBON COUNTY

Chairman, Carbon County Board of Commissioners

Date

Attest:

Carbon County Clerk

Date

CARBON COUNTY SHERIFF'S OFFICE

Carbon County Sheriff

Date

TOWN OF SARATOGA, a Wyoming Municipal Corporation

Mayor

Date

Attest:

Saratoga Town Clerk

Date