MEMORANDUM OF UNDERSTANDING

For the

LARAMIE TOWN GOWN ASSOCIATION

BETWEEN THE
CITY OF LARAMIE
ALBANY COUNTY
UNIVERSITY OF WYOMING
LARAMIE COUNTY COMMUNITY COLLEGE-ALBANY COUNTY CAMPUS
WYOTECH
AND PREVENTION MANAGEMENT ORGANIZATION OF WYOMING (ALBANY COUNTY)
(Collectively referred to as the "Parties")

Purpose

The purpose of this agreement is to foster cooperation, collaboration and open dialogue as a means of addressing challenges, emerging issues and opportunities between and amongst institutions of higher education and the community in which they reside.

Commitments

The parties hereby agree to the following:

1) Establishment of the Laramie Town Gown Association (LTGA)

The Parties agree to establish this association as a means of cooperation, collaboration and open dialogue on areas of mutual concern. These areas may include but are not limited to:

- Laramie off campus student life and off campus student housing
- Public Safety
- Community neighborhood relations
- Community wellness

The LTGA shall hold an Annual Stakeholder Summit to provide information, education and progress to a larger base of interested stakeholders across the community.

The collective parties agree to join the International Town Gown Association (ITGA) as a single city/higher education member in the interest of utilizing best practices and innovative solutions.

2) Establishment of the Leadership Advisory Group.

The Leadership Advisory Group (LAG) shall serve as the regular meeting body to carry forth the purpose of this agreement, meeting a minimum of quarterly during any calendar year.

Each party shall assign appropriate personnel to serve on the Leadership Advisory Group such as policy makers, administrators or staff as deemed appropriate by each party.

It shall be the responsibility of the LAG to make recommendations to the originating Parties when deemed appropriate on challenges, emerging issues and opportunities.

This group shall elect its own Chair to be rotated equally between all parties for a one year term to begin on July 1 of each year. The Chair's organization agrees to host meetings, prepare agendas and pay that year's dues to ITGA.

The Leadership Advisory Group shall create Ad Hoc or additional standing committees in the best interest of furthering goals and collaboration as needed.

GENERAL PROVISIONS

3) **Applicable Laws.** All parties shall fully adhere to all applicable local, state and federal law.

4) **Assignment.** Without prior written consent of the other parties, no party may assign this MOU. This MOU shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.

5) **Entirety of MOU.** This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

6) **Sovereign Immunity.** The parties do not waive their sovereign or governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

7) **Indemnification.** No party shall indemnify, defend of hold harmless any other party for any cause of action, or claim or demand arising out of this MOU. Each party shall be responsible for their own negligent actions or omissions.

8) **Governmental Claims.** Any actions or claims against the University of Wyoming, City of Laramie, Albany County, Laramie County Community College or Prevention Management Office of Wyoming under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

9) **Termination.** Any party may terminate their involvement in this Agreement and with the LTGA upon written notice.

10) **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. 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.

11) **Legal Authority.** Each party to this MOU warrants that it possesses the legal authority to enter into this MOU and that it has taken all actions required by it regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind it to its terms. The person(s) executing this MOU on behalf of a party warrant(s) that such person(s) have full authorization to execute this MOU.

12) **Signatures.** In witness whereof, the parties to this MOU through their fully authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, agreed to the terms and conditions of this MOU as set forth herein.

APPROVED BY:

City of Laramie

Signature Date

Name
Title

University of Wyoming

Laurie J. Nichols 9/1/2016
Signature Date

Laurie Nichols, President
Name
Title

WyoTech

Caleb Perriton 9/6/16
Signature Date

Campus Director & Academic Dean
Name
Title

Caleb Perriton

Laramie County Community College-Albany County Campus

9/6/16
Signature Date

JOE SCHAFER, PRESIDENT
Name
Title

Albany County

Signature Date

Name
Title

Prevention Management Office of Wyoming-
Albany County

Tracy Young 9/16/2016
Signature Date

Tracy Young - Community Prevention Specialist
Name
Title