

MEMORANDUM OF UNDERSTANDING REGARDING MAINTENANCE OF CERTAIN RIGHTS-OF-WAY AND MEDIANS ON WEST SINCLAIR STREET

THIS AGREEMENT is entered into effective this ____ day of _____, 2017 by and between NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT/GILLETTE COLLEGE (hereinafter referred to as "COLLEGE") and the CITY OF GILLETTE (hereinafter referred to as "CITY"). The COLLEGE and the CITY may be referred to hereunder collectively as the Parties.

I. PURPOSE

The parties desire to enter into a mutually beneficial agreement regarding the maintenance and upkeep of certain rights-of-way and medians on West Sinclair Street, adjacent to the College. The parties previously discussed entering into a Memorandum of Understanding (MOU) for purposes of delegating maintenance, upkeep, and irrigation of certain portions of West Sinclair Street as otherwise indicated on the attached Exhibit A. The purpose of this MOU is to memorialize how the parties shall mutually benefit from specifically delegating maintenance, upkeep and irrigation in the future.

II. IRRIGATION

The irrigation system identified on attached Exhibit A is currently maintained and operated by the City. The City seeks to transfer, and the College agrees to accept, responsibility for irrigation of those areas identified on the attached Exhibit. In furtherance of this MOU, the City shall cause an irrigation line to be installed so that irrigation of those portions of the rights-of-way and medians on West Sinclair Street may be run from the College's irrigation system. The City shall be responsible for all trenching, hookup and other associated tasks related to this matter. In addition, the City shall pay for that equipment necessary to acquire a timer/controller consistent with current College irrigation operations.

Upon completion of the installation of the irrigation line and the necessary timer/controller, the College shall be solely responsible for the irrigation of those lands identified. The College accepts responsibility for all upkeep and maintenance of the irrigation lines, sprinkler heads, and all other aspects of the irrigation system identified. Further, the College is solely responsible for all water costs and charges associated with the irrigation identified.

III. MAINTENANCE

The maintenance and upkeep of those portions of West Sinclair Street shall be divided by the parties. The City shall be responsible for the landscaping, maintenance and upkeep of the medians associated with this portion of West Sinclair Street. The College shall be responsible for the landscaping, maintenance and upkeep of the rights-of-way on the Northern and Southern sides of West Sinclair Street. Those responsibilities are more fully set forth in attached Exhibit A.

IV. GOVERNMENTAL IMMUNITY

The City does not waive governmental immunity by entering into this Memorandum of Understanding and specifically retains all immunities and defenses available to it as sovereigns pursuant to Wyoming Statute §§ 1-39-101 through 121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The City and the College agree that any ambiguity in this Memorandum of Understanding shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

V. SIGNATURES

In witness whereof, the Parties, through their authorized representatives, have executed this MOU on the dates set forth above and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

Northern WY Community College District
Gillette College

CITY OF GILLETTE, WYOMING

Louise Carter-King, Mayor





(S E A L)
ATTEST

Karlene Abelseth, Gillette City Clerk



CITY OF GILLETTE
GIS Division
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Gillette, Wyoming 82717-3003
Phone (307) 686-5364
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Legend

-  Subdivisions
-  Parcels
-  Easements
-  City Limits

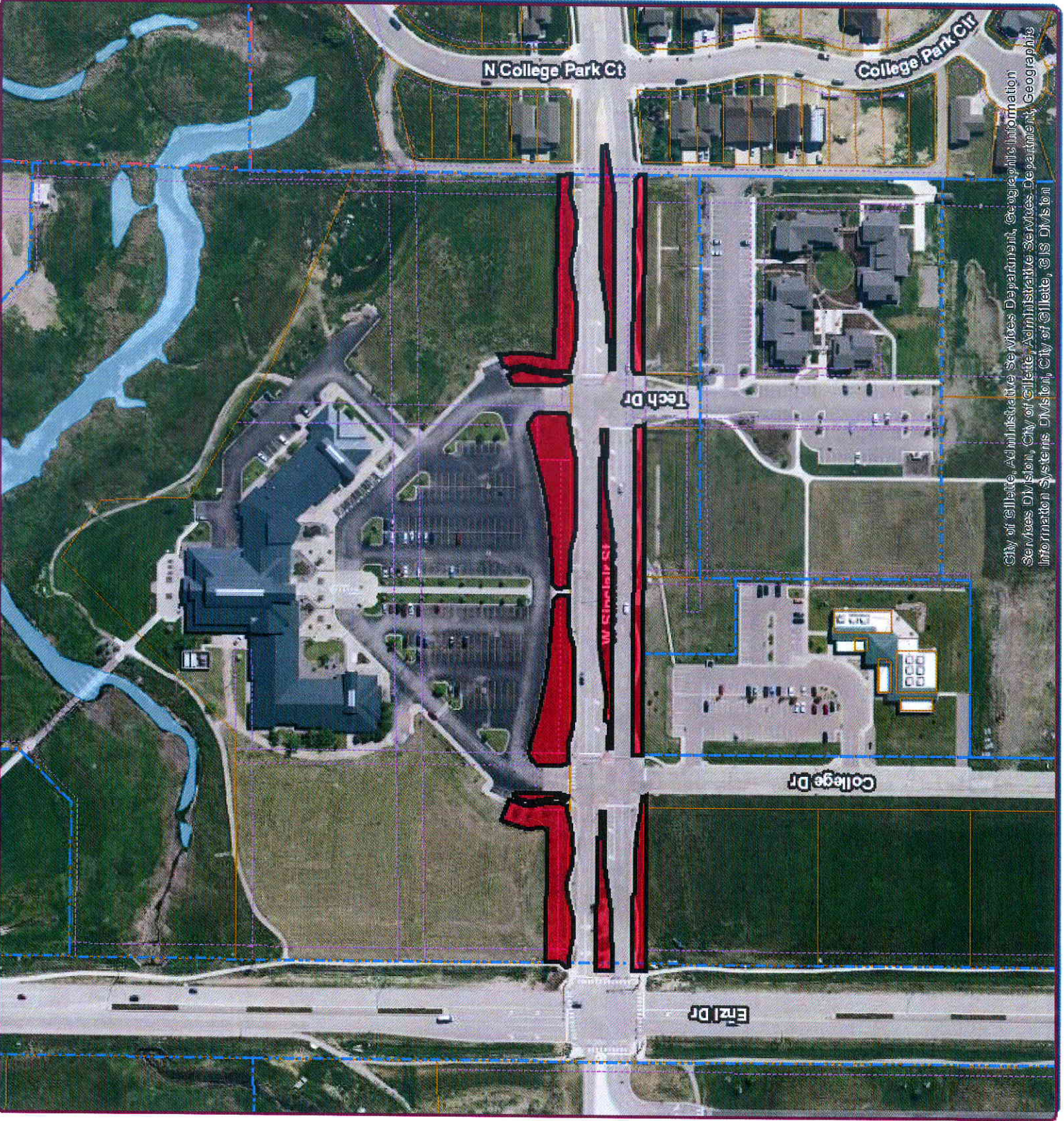
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MOU Reference Plot 8.5X

April 26, 2017

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Productivity Responsibility Integrity Dedication Enthusiasm



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