

COST SHARE AGREEMENT BETWEEN CITY OF DOUGLAS AND CONVERSE COUNTY FOR THE OLDS ROAD IMPROVEMENTS PROJECT

This Agreement is entered into by and between the City of Douglas (“City”), whose address is 101 N. 4th Street, Douglas, Wyoming 82633, and Converse County (“County”), whose address is 107 N. 5th Street, Suite 114, Douglas, Wyoming 82633. City and County are referred to individually as the “Party” and are collectively referred to as the “Parties.”

I. PURPOSE

The purpose of this Agreement is to establish the obligations of the Parties with respect to the sharing of costs for improvements made to Olds Road (“Project”). The Agreement allows for shared costs and for the City to be designated as the fiscal and project manager. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows.

II. TERM

The term of this Agreement shall commence on the Effective Date, which is the date when all signatures of the Parties are obtained, and shall remain in full force until completion, unless terminated pursuant to the termination provision contained within this Agreement. This Agreement may be extended by written mutual agreement of the Parties.

III. PAYMENT

Each Party shall contribute funds for the Project. The City shall invoice the County in an amount not to exceed five hundred thousand dollars (\$500,000) to be contributed for the costs of the Project. The City, or its fiscal agent, shall have a duty to account for all funds contributed and to allow access to all records and statements of said account. Such requests to the County for reimbursement must be in writing and shall be processed per the County procurement policies and procedures. The City shall provide additional documentation as requested by the County.

IV. DUTIES OF THE CITY

In conformance with the provisions of the executed Contractor Agreement, the City shall assume all duties and responsibilities in connection with the Project, which shall include but not be limited to improvements to Olds Road, the annexation of Olds Road into the City of Douglas, and dedication of Olds Road as a designated City Street.

The Project shall include all improvements and maintenance of Olds Road, from the date of installation, including assurances of sufficient parts, supplies and accessories, warranty services, and maintenance for streets owned by the City.

- A. Award of Contract. The project shall be awarded by the City of Douglas to a successful bidder of their choosing, and the City shall be responsible to enter into any Contract Agreement(s) with the successful bidder for the Project.
- B. Installation. The City shall be responsible for all payments to the successful bidder pursuant to any Contract Agreement.
- C. Ownership. The City shall take ownership of Olds Road as an asset.
- D. Acceptance Testing. The Project shall be inspected for acceptance by the City Engineer and must comply with City construction standards.
- E. Repairs and Maintenance. The City shall be responsible for all necessary repairs and ongoing maintenance and upgrades to Olds Road.

- F. Licenses. The City shall obtain and hold all licenses and other rights necessary for the Project.

V. DUTIES OF THE COUNTY

The County shall be responsible for the payment in an amount not to exceed five hundred thousand dollars (\$500,000) for the Project and shall pay the City within 45 calendar days of receipt of an invoice from the City. Receipt of payment by the City from the County shall relieve the County of any further obligation to the improvements and ongoing maintenance of Olds Road.

The County further agrees to support the City's efforts to annex and dedicate Olds Road as a designated City Street.

VI. INDEMNIFICATION

The parties and their respective governing bodies do not waive their governmental immunity by entering into this Agreement, 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 Agreement. Each Party warrants that it does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et.seq.

VI. VENUE

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate court of competent jurisdiction in Converse County, Wyoming.

VII. TERMINATION

Either Party upon thirty (30) day written notice may terminate this agreement, without cause, which notice shall be delivered by hand or by certified mail to the address listed above. However, any costs accrued prior to the termination shall remain the responsibility of the Parties as stated herein.

VIII. MISCELLANEOUS PROVISIONS

- A. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it shall not affect the validity and enforceability of the remainder of this Agreement, unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.
- B. Assignment. No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and an assignment agreement, approved and executed by all Parties to this Agreement, or their successors in office.
- C. Amendments. Any amendment to this Agreement must be in writing and is not effective until approved and executed by all Parties to this Agreement, or their successors in office.
- D. Waiver. If any Party fails to enforce any provision of this Agreement, such failure does not waive the provision or its right to enforce it.
- E. Contract Complete. This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, is binding on any Party.

F. Compliance with Laws. The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed on their behalf.

CONVERSE COUNTY, WYOMING

CITY OF DOUGLAS, WYOMING

By: _____
James H. Willox, Chairman

By: _____
Kim Pexton, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Karen Rimmer, County Clerk

Chaz Kokesh, City Clerk

Approved as to form:

Approved as to form:

Quentin Richardson, County Attorney

Mike Armstrong, City Attorney

Date: _____

Date: _____