

**Memorandum of Understanding
Between
Laramie County & Wyoming Association of Sheriffs and Chiefs of Police**

This Memorandum of Understanding (MOU) is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Wyoming Association of Sheriffs and Chiefs of Police ("WASCOP").

I. PURPOSE

The purpose of this MOU is for Laramie County Sheriff's Office (LCSO) to provide meals to WASCOP members as consideration for providing assessment center services to LCSO.

II. TERM

This MOU shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in full force pursuant to the terms of the MOU.

V. ADDITIONAL PROVISIONS

1. Independent Contractor: The services to be performed by WASCOP are those of an independent contractor and not as employee of COUNTY. WASCOP members are not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. WASCOP assumes responsibility for its personnel who provide services pursuant to this MOU. WASCOP is free to provide the same or similar services for others.

2. Entire Agreement: The MOU (3 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: This MOU may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

6. Applicable Law and Venue: The parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or

proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

7. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this MOU. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU.

8. Third Parties: 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 their benefit.

9. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Signature Page

LARAMIE COUNTY, WYOMING

By: Linda M Heath
Chairman, Laramie County Commissioners

Date 4/18/19

ATTEST:

By: Debra K. Lee
Debra Lee, Laramie County Clerk

Date 4-18-2019

Wyoming Association of Sheriffs and Chiefs of Police

By: [Signature]
Authorized Signature

Date 4/17/19

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature]
Laramie County Attorney's Office

Date 4/17/19