

**MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING SUPREME COURT
AND
LARAMIE COUNTY**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Supreme Court (Court), whose address is: 2301 Capitol Avenue, Cheyenne, Wyoming 82002, and the Laramie County Government (County), whose address is: 309 West 20th Street, Cheyenne, Wyoming 82001.
2. **Purpose of MOU.** The purpose of this MOU is to set forth the terms and conditions by which the Court agrees to provide a Virtual Private Network (VPN) connection to county employees within the District Court Clerks' Office that will allow the clerks to access applications needed to complete their work, which are housed on the Judicial Branch network.
3. **Term of MOU.** This MOU is effective when all parties have executed it (Effective Date). The term of this MOU is from August 3, 2021 (Effective Date) and will remain in full force and effect until it is terminated by either party.
4. **Responsibilities of County.** The County agrees that:
 - A. Any County-owned workstation or device that accesses the Court's VPN, will:
 - (i) Be password protected; and
 - (ii) Lock-out and require reauthentication after fifteen (15) minutes of inactivity.
 - B. The County will not permit a County-owned workstation or device to access the Court's VPN without ensuring the requirements in Section 4.A. have been met.
 - C. The County will designate an employee that will verify annually, on the anniversary of this MOU, that the requirements of Section 4.A. have been met, and will communicate that verification with the Chief Technology Officer of the Supreme Court.
5. **Responsibilities of Court.** The Court agrees to:
 - A. Provide and maintain a VPN connection to County employees within the District Court Clerks' Office in order to access Court provided applications.
6. **General Provisions.**

- A. Amendments.** 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 by all parties to this MOU.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this MOU as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and MOU Shall Not be Used as Collateral.** No party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this MOU. Neither party shall use this MOU, or any portion thereof, for collateral for any financial obligation.
- D. Entirety of MOU.** 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.
- E. Force Majeure.** Neither party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- F. Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- G. Notices.** All notices arising out of, or from the provisions of this MOU shall be in writing and given to the parties at the addresses provided under this MOU, either by regular mail or delivery in person.
- H. 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.
- I. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Court and the Laramie County CODC expressly reserve sovereign or governmental immunity by entering into this MOU and specifically retain immunity and all defenses available to them. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this MOU

shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- J. Termination of MOU.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice. This MOU may be terminated immediately for cause if either party fails to perform in accordance with the terms of this MOU.
- K. 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.
- L. Time is of the Essence.** Time is of the essence in all provisions of the MOU.
- M. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.
- N. Waiver.** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- O. Counterparts.** This MOU may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOU.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

7. **Signatures.** By signing this MOU, the parties certify that they have read and understood it, that they agree to be bound by the terms of the MOU, and that they have the authority to sign it.

The Effective Date of this MOU is the date of the signature last affixed to this page.

WYOMING SUPREME COURT:



Elisa Butler, State Court Administrator
7-21-21

Date

LARAMIE COUNTY GOVERNMENT:

Chairman, Laramie County Commissioners

Date

ATTEST:

By: _____
Laramie County Clerk

Date

REVIEWED AND APPROVED AS TO FORM ONLY:



Laramie County Attorney's Office
7/23/21
