

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**LARAMIE COUNTY & LARAMIE COUNTY SCHOOL DISTRICT NUMBER TWO**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU" or "Agreement") is made and entered into by and between Laramie County, 3801 Archer Pkwy., Cheyenne, Wyoming 82009 ("COUNTY") and Laramie County School District Number Two (LCSD2), 311 East 8<sup>th</sup> Street, Pine Bluffs, Wyoming 82082. For and in consideration of the promises, covenants, terms and provisions contained in this agreement, the parties mutually agree:

**I. PURPOSE**

COUNTY agrees to permit LCSD2 to use the premises owned by COUNTY located at 3801 Archer Pkwy., Cheyenne, Wyoming 82009 (the "Archer Complex" or "premises"), for purposes exclusively relating to FFA participation in the Laramie County Fair ("Fair") and conducting FFA Division Shows by active LCSD2 FFA members while under the supervision of LCSD2 FFA staff. Uses other than LCSD2 FFA participation in the Fair or LCSD2 FFA Division Shows are not covered by this MOU, to include any uses sponsored by any club or organization to which staff or participants may hold concurrent membership.

**II. TERM**

The term of this agreement is for one (1) year, though the provisions of this MOU specifically pertain to the dates during which the Laramie County Fair is held, and it is only during those times that this agreement shall be in full force and effect. This agreement shall remain in effect for a term of one (1) year, or until terminated pursuant to the provisions of this MOU. The agreement may be renewed for one successive one-year term upon mutual agreement of the parties, which must be in writing.

**III. RESPONSIBILITIES OF COUNTY**

A. COUNTY shall provide LCSD2 the use of facilities located at the Archer Complex for purposes of participating in the Fair and conducting FFA Division Shows during the dates of the Fair.

B. COUNTY shall be responsible for actions of all COUNTY staff and any member of the public who is not an-active LCSD2 FFA student or staff member but who is admitted by the COUNTY for purpose of employment or as a participant or spectator in the Fair or other public event.

**IV. RESPONSIBILITIES OF LCSD2**

A. LCSD2 shall ensure that all participants in the FFA program, as a condition to participation, review the Fair Book, attached hereto as "Exhibit A," and agree to the terms and conditions provided for therein.

B. LCSD2 shall fulfill all responsibilities as set forth in "Exhibit B," which is fully incorporated into this Agreement by this reference.

C. LCSD2 hereby shall have the right to occupy and use the Archer Complex premises for the purposes of participating in the Fair and conducting FFA Division Shows during the dates of the Fair.

D. LCSD2 shall use the premises only for the purposes permitted by this agreement and shall not use or permit the use of the premises for any other purpose or for any unlawful acts.

E. LCSD2 shall arrange in advance with COUNTY dates and times for the moving in of its equipment, property, stock and other materials. LCSD2 further agrees that within 24 hours of the end of the Fair or earlier termination of this agreement, LCSD2 shall remove all its property placed on the premises by LCSD2 or on its behalf. In the event that LCSD2 refuses or fails to remove its property, or refuses to vacate the premises, within the time specified, COUNTY shall have the right to remove from the premises or store, at the expense of LCSD2, such property without incurring any liability for any damages or losses to the property which may be sustained either by reason of such removal and COUNTY is released from all claims for damages of whatever kind or nature. For any additional period beyond the term of this agreement as any effects of LCSD2 remain on the premises, COUNTY shall be entitled to rent in the amount of \$25 per day, or any portion thereof.

F. LCSD2 shall vacate the premises in as good a state and condition as they were at the commencement of this agreement, reasonable wear and damages by the elements excepted. FFA also agrees that if the premises, or its buildings, equipment, or furnishings, are damaged during the term of this agreement, by the negligence of active LCSD2 FFA students and staff, LCSD2 shall pay to the COUNTY upon demand such sum as shall be necessary to restore the premises to the condition they were in at the commencement of this agreement.

## V. GENERAL PROVISIONS

**A. 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 MOU; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of this MOU; or (d) upon mutual written agreement by both parties.

**B. Entire Agreement:** This MOU, consisting of (5 pages), Exhibit A (133 pages), Exhibit B (6 pages) and Participant Release (1 page) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

**C. Assignment:** Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by any party without the prior written consent of the other party. In addition to the foregoing, LCSD2 is specifically prohibited from sub-leasing, renting, loaning or otherwise providing access to the Premises to any other organization, club, individual, association or entity for any use without prior written approval by COUNTY.

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

**E. Invalidity:** If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if COUNTY is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the expressed intent of the parties that the provisions of this MOU are fully severable.

**F. Applicable Law and Venue:** The parties mutually understand and agree that 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement in executing this MOU. This provision is not intended nor shall it be construed to waive COUNTY's or LCSD2's governmental immunity as provided in this MOU.

**G. Contingencies:** LCSD2 certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this MOU.

**H. Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this MOU because of race, color, gender, creed, handicapping condition, or national origin.

**I. ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., as amended, and/or any properly promulgated rules and regulations relating thereto.

**J. Governmental/Sovereign Immunity:** Neither PARTY waives its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., as amended, by entering into this MOU. Furthermore, Each PARTY 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.

**K. Indemnification & Damage to Property:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

COUNTY assumes no responsibility for any property placed in the Archer Complex for purposes of conducting the LCSD2 Division Shows, and COUNTY is released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of the Archer Complex under this MOU.

**L. 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 among the parties to the MOU and shall inure solely to the benefit of the parties to this MOU.

**M. Independent Contractor:** The services, activities and operations to be performed by LCSD2 are those of an independent contractor and not as an employee of COUNTY. LCSD2 and its agents or volunteers will be treated as an independent contractor for federal tax filing purposes. Neither LCSD2 nor its agents or volunteers are eligible for Laramie County Employee benefits. LCSD2 assumes responsibility for its personnel who provide services in relation to or pursuant to this MOU and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them.

**N. Conflict of Interest:** The parties affirm, to their knowledge, no LCSD2 member or employee has any personal beneficial interest whatsoever in this MOU.

**O. Notices:** All notices under this MOU shall be deemed sent when deposited in the US Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

**P. Authority:** By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this MOU.

**Remainder of this page intentionally left blank.**

A handwritten signature in dark ink, appearing to be the initials 'JP' or similar, located in the bottom right corner of the page.

MEMORANDUM OF UNDERSTANDING  
Between LARAMIE COUNTY  
& LARAMIE COUNTY SCHOOL DISTRICT NUMBER TWO

Signature Page

LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Board of Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

LARAMIE COUNTY SCHOOL DISTRICT NUMBER TWO

By: \_\_\_\_\_ Date 7/11/23

This MOU is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: W. Wiese Date 7-20-23  
Laramie County Attorney's Office

## REQUEST TO PARTICIPATE AND RELEASE

I hereby request permission to participate in \_\_\_\_\_ (activity). I understand that participation in \_\_\_\_\_ (activity) is an inherently dangerous activity. Risks include, but are not limited to, property damage or destruction, serious physical injury and/or death.

**In exchange for the opportunity to participate in \_\_\_\_\_ (activity), I do hereby, for myself, my heirs, personal representatives and assigns release and discharge Laramie County School District #2 (LCSD2), its employees owners and agents, the Laramie County Fair Board and Laramie County, its elected and appointed officials, their employees, volunteers, and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.**

By my signature below, I certify and warrant that I have read and fully understand the foregoing statements and **Release**.

I am signing this REQUEST TO PARTICIPATE AND RELEASE, voluntarily and without coercion and in consideration of the permission to participate and/or any other consideration provided to me in connection with the activities and or events described herein. I further certify that I am 18 years of age or older. If I am a minor, my parent or guardian, by signature below, fully participates in and acknowledges the contents and effect of this waiver and release on my behalf.

\_\_\_\_\_  
Participant Date

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian of Participant Date

Print Name: \_\_\_\_\_

Exhibit B

	Static Projects	Showmanship	FFA Sheep Show	FFA Swine Show	FFA Beef Show	FFA Goat Show	FFA Poultry Show	FFA Rabbit Show	FFA Horse Show	FFA Livestock Sale
<b>Laramie County Fair Roles and Responsibilities</b>										
Provide Judges with Contracts, Hiring Paperwork, and Payment	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Provide results of fair events as requested by FFA	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF
Publicize the event in fair marketing	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF
Furnish adequate and safe facilities that are clean and ready for use for FFA events	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Comply with the use of the FFA name and emblem in fairbooks, premium catalogs, advertisements, etc. under the direction of the FFA Advisors FFA Name and Emblem User Guide for Entities guidelines.	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF
Provide, train, and support fair data management software.	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Accept entries and maintain fair management software for fair events	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Compile and prepare Laramie County Fairbook and distribute.	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Provide Fair Ambassador Support per LCF Ambassador Guidelines	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Provide funding for and feedback on the hiring of judges	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Provide equipment as needed	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Print and provide call sheets for judging	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Provide water and meals for judges, clerks, staff, and volunteers the days of judging	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Acquire, solicit, and provide approved awards, premiums, ribbons, trophy's, plaques, gifts, or prizes associated and advertised as being available.	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Distribute and account for awards to FFA staff	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	

Exhibit B

	Static Projects	Showmanship	FFA Sheep Show	FFA Swine Show	FFA Beef Show	FFA Goat Show	FFA Poultry Show	FFA Rabbit Show	FFA Horse Show	FFA Livestock Sale
Provide judging and display spaces	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Schedule, publicize, and facilitate public viewing hours of exhibits	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Hire judges to include all paperwork, contracts, and payment	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Provide Sound System as requested by superintendent	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
Schedule and publicize all events in fair marketing.	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF
Provide initial animal bedding at fair			LCF	LCF	LCF	LCF	LCF			
Provide staff to assist with data entry at weigh-ins			LCF	LCF	LCF	LCF	LCF			
Assist with set-up of judging areas in communication with superintendent and judges		LCF	LCF	LCF	LCF	LCF	LCF	LCF	LCF	
<b>Static Judging/Food and Nutrition/Fabric and Fashion</b>										
Advertise and Provide pick up times for entry tags.	LCF									
Schedule, publicize the release of exhibits	LCF									
Provide judging and display spaces based on FFA floor plan.	LCF									
<b>Horse Show</b>										
Purchase and provide clerking and judging supplies and office equipment for judging areas									LCF	
Provide sound system for both arenas and parking area.									LCF	
Provide equipment as needed-electric eye qty. (1), fully charged and operational set of two way radios									LCF	
Provide printer for score room									LCF	
Provide office staff to enter horse show statistics									LCF	



## Exhibit B

	Static Projects	Showmanship	FFA Sheep Show	FFA Swine Show	FFA Beef Show	FFA Goat Show	FFA Poultry Show	FFA Rabbit Show	FFA Horse Show	FFA Livestock Sale
<b>Livestock Sale</b>										
Provide staff for set-up of sale ring and sale area										FFA
Provide sale area equipment and holding pens for animals										FFA/LCF
Provide shavings for sale ring and holding area.										FFA
Provide use of tables and chairs offsite during duration of FFA Kiwanis Sale										LCF
<b>FFA Rules and Responsibilities All Shows</b>										
Allow use of the FFA name and emblem in fairbooks, premium catalogues, advertisements, etc. under the direction of the FFA Advisors; FFA Name and Emblem User Guide for Entities guidelines.	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA
Provide assistance to FFA families in creating fair entries and advertise entry deadlines.	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Collaborate with fair staff to create a schedule satisfactory for the success of FFA events for facility logistics and marketing purposes.	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA
Provide feedback to LCF on all youth event policies and procedures that impact FFA members.	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Ensure FFA rules and participation based on FFA best practices and resolve FFA disputes	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA
Print and distribute score sheets and judging cards for all FFA classes as needed	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Determine FFA classes for exhibit and competition	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Facilitate WSF entries – print forms, take entries and fees, enter exhibits as required by WSF, distribute WSF information, print WSF books as needed for registration, publicize entry deadlines, publicize WSF vet check requirements, provide vets and vet-check paperwork.	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	

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Exhibit B

	Static Projects	Showmanship	FFA Sheep Show	FFA Swine Show	FFA Beef Show	FFA Goat Show	FFA Poultry Show	FFA Rabbit Show	FFA Horse Show	FFA Livestock Sale
Publicize and enforce a grievance policy for all FFA exhibits and exhibitors.	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Hire, train, and supervise FFA superintendents	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Provide equipment as needed	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA
Provide results to LCF	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Provide announcer(s) for shows	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Distribute and account for awards	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Provide results to LCF	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	
Secure, operate, and manage the off-site facility										FFA
Coordinate pre/post sale meeting for special requirements of the FFA livestock sale										FFA
<b>FFA Eligibility All Shows</b>										
We will advertise internally to the FFA families through newsletters, email, text messages, social media, etc. regarding the opportunity of, entries into, and deadlines of, the Laramie County Fair.	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA
For all FFA or youth events, we will verify eligibility of FFA participants.	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA	FFA

## Exhibit B

Livestock Shows										
	Static Projects	Showmanship	FFA Sheep Show	FFA Swine Show	FFA Beef Show	FFA Goat Show	FFA Poultry Show	FFA Rabbit Show	FFA Horse Show	FFA Livestock Sale
Animal Identification o Manage Wyoming FFA animal ID processes o Facilitate identification of market animals as determined by FFA Wyoming State policies o Provide animal identification lists to LCF										FFA
<b>Static Judging/Food and Nutrition/Fabric and Fashion</b>										
Print and hang signs in judging areas	FFA									
Provide paper for static entry tags and have tags cut and bundled by exhibitor for pick-up	LCF									
Recruit and train volunteers to clerk, display exhibits, attach ribbons, run exhibit check-in area etc.	FFA									
Organize, pack, transport, and display static exhibits from LCF to the Wyoming State Fair.	FFA									
Provide floorplans and equipment needs	FFA									
Set up entry tag attachment areas day of judging	FFA									
Set up FFA display and info booth	FFA									
Recruit and hire FFA judges	LCF									
Man FFA booth during judging	FFA									
Recruit and train volunteers to clerk, display exhibits, attach ribbons, etc.	FFA									
Purchase and provide clerking and judging supplies and office equipment for judging areas	FFA									
Provide judges with training materials, event rules, equipment inventory, and facilitate set-up of judging areas based on judges needs	FFA									

Exhibit B

Ensuring exhibits are properly tagged and identified	FFA									
	Static Projects	Showmanship	FFA Sheep Show	FFA Swine Show	FFA Beef Show	FFA Goat Show	FFA Poultry Show	FFA Rabbit Show	FFA Horse Show	FFA Livestock Sale
Horse Show										
Provide electric eye									LCF	
Provide score sheets, contestant numbers, competitor packets and placing labels for award packets.									LCF	
Provide computer for score room									LCF/FFA	
Provide results to LCF									FFA	
Provide copies of FFA Horse Show Rules and Patterns to Participants and Judges									FFA	
Provide volunteers to plan and facilitate LCF FFA Horse Show									FFA	

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