

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WYOMING LIVESTOCK BOARD  
AND  
[INSERT COUNTY SHERIFF]**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Livestock Board (“Board”), whose address is 1934 Wyott Drive, Cheyenne, Wyoming 82002, and the [Insert county sheriff] (Sheriff), whose address is [Insert county sheriff’s address].
2. **Purpose of MOU.** The purpose of this MOU is to enhance livestock law enforcement in [Insert the County(-ies) name].
3. **Term of MOU.** This MOU is effective when all parties have executed it (Effective Date). The term of this MOU is from [Insert starting date] or the Effective Date, whichever is later, through [Insert ending date]. All services will be completed during this term. There is no right or expectation of extension, and any extension will be determined at the discretion of the Board.
4. **Payment.**
  - A. Subject to the terms of this MOU, the Board (Funding Agency) agrees to pay the Sheriff (Receiving Agency) for the services described in Section 8 below. In order to receive payment, the Sheriff must first comply with all of the applicable requirements of the Livestock Law Enforcement Account Rules (Rules). [Insert citation to the rules]. The Sheriff acknowledges that the Board will only make payment in accordance with the Rules. The Sheriff further acknowledges that failure to comply with the applicable requirements of the Rules may result in the Board making a diminished payment or no payment, depending upon the extent of the Sheriff’s failure to comply with the Rules. The Board will make payment only from the Livestock Law Enforcement Account. The Board will make payment after it has reviewed the documentation submitted by the Sheriff that is required by the Rules and determined that the Sheriff has complied with the Rules.
  - B. In no event will the total amount paid to the Sheriff by the Board under this MOU exceed [Insert amount, for example, sixty-five dollars (\$65.00).] No payment will be made for services performed prior to the Effective Date.
5. **Rates.** The rate for payment under this MOU is as follows:
  - A. Hourly rate for a deputy sheriff’s time – [Insert rate]

6. **Geographic Area.** Based upon need as identified in an open investigation by the Board, the Sheriff will provide additional livestock investigation support and targeted livestock law enforcement in the following areas:

[Insert description of geographic areas.] (“Area of Concern”).

7. **Responsibilities of the Board.** The Board agrees to:

A. Provide payment to the Sheriff in accordance with the Rules and Section 4 of this MOU.

B. [Provide direction and information as needed.]

C. ...

8. **Responsibilities of the Sheriff.**

A. The Sheriff will provide livestock investigation support and targeted livestock law enforcement by dispatching deputy sheriffs in the Sheriff’s vehicles to the Area of Concern to conduct those activities. Pursuant to **Section 9(c)** of the Rules, the Sheriff will submit a Livestock Law Enforcement Investigation Report to the Board’s director when it begins conducting those activities under this MOU. When the Sheriff has stopped conducting activities pursuant to this MOU, the Sheriff will notify the Board’s director in writing within seven (7) days of the date that it stopped conducting those activities. Nothing in this MOU will be construed as prohibiting or discouraging the Sheriff from enforcing the livestock laws of Wyoming in accordance with his duties under law.

B. ...

C. ...

9. **Special Provisions.** [If there are special provisions, insert below. If there are no special provisions, delete this Special Provisions section and renumber the remaining sections.]

10. **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. Availability of Funds.** Each payment obligation under this MOU is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for payment, this MOU may be terminated by the Funding Agency at the end of the period for which funds are available. The Funding Agency shall notify the Receiving Agency at the earliest possible time if this MOU will or may be affected by a shortage of funds. No liability shall accrue to the Funding Agency in the event this provision is exercised, and the Funding Agency shall not be obligated or liable for any future payments as a result of termination under this section.
- D. Entirety of MOU.** This MOU, consisting of [Insert number of pages, for example, “fourteen (14)”] \_\_\_\_\_ (\_\_\_) pages; Attachment A, [Title of document] consisting of \_\_\_\_\_ (\_\_\_) page(s); and Attachment B, [Title of document] consisting of \_\_\_\_\_ (\_\_\_) page(s), represent(s) the entire and integrated MOU between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral. [Include the following sentence if you are attaching or incorporating any documents]: *In the event of a conflict or inconsistency between the language of this MOU and the language of any attachment or document incorporated by reference, the language of this MOU shall control.*
- 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. Prior Approval.** This MOU shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this MOU has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv).
- I. 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.
- J. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Board expressly reserve sovereign immunity by entering into this MOU and the Sheriff expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. 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.
- K. 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.
- L. 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.

- M. Time is of the Essence.** Time is of the essence in all provisions of the MOU.
- N. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.
- O. 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.
- P. 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.

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11. **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 LIVESTOCK BOARD**

\_\_\_\_\_  
Steve True, Director-CEO

\_\_\_\_\_  
Date

**[INSERT COUNTY SHERIFF'S FULL NAME IN CAPS]**

\_\_\_\_\_  
[Insert the name and title of person signing for the county sheriff]

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
[Insert name], Senior Assistant Attorney General  
Representing the Wyoming Livestock Board

\_\_\_\_\_  
Date