

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF ENTERPRISE TECHNOLOGY SERVICES  
AND  
THE LEGISLATIVE SERVICE OFFICE**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Enterprise Technology Services (ETS), whose address is: 2001 Capitol Ave., Cheyenne, WY 82001 and the Wyoming Legislative Service Office (LSO), whose address is: 200 West 24th, Cheyenne, WY 82002.
2. **Purpose.** The purpose of this MOU is to document the understandings and agreements between the parties regarding livestreaming of interim committee meetings.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, with or without cause, by either party upon thirty (30) days written notice.
4. **Payment.** Provided funds are appropriated by the Wyoming Legislature for such purposes, LSO agrees to pay ETS for the services as specified below, not to exceed a total amount of five thousand dollars (\$5,000) per interim. LSO agrees to pay ETS within forty-five (45) days after ETS performs the services and the LSO's receipt and approval of invoice. No payment shall be made for services performed prior to the commencement of this MOU.
5. **Responsibilities of ETS.** Provided funds are appropriated by the Wyoming Legislature for such purposes, ETS agrees to:
  - A. Livestream ten (10) two-day interim committee meetings each interim as selected by the Legislature's Management Council at a location chosen by the committee chairmen in coordination with LSO and ETS.
  - B. The platform for livestreaming the meetings shall be determined by LSO and ETS. Public comments through the platform shall not be allowed on the livestream or archived video of any legislative meeting.
  - C. Include in any livestream or archived video of a legislative meeting that it is presented by the authority of the Wyoming Legislature and cannot be edited or altered without the express written consent of Management Council.
  - D. LSO shall have the right and authority to use any video recorded by ETS during a legislative meeting as deemed appropriate by LSO, Management Council or the chairmen of the interim committee whose meeting was recorded.
  - E. Provide up to two (2) staff members who will remain at the meeting location throughout the duration of the meeting to handle all aspects of the broadcast.

- F. Coordinate with the meeting location to ensure that broadband access with internet speeds of five (5) to ten (10) mb/s is available.
6. **Responsibilities of LSO.** Provided funds are appropriated by the Wyoming Legislature for such purposes, LSO agrees to:
- A. Provide ETS with a list of meetings selected by Management Council to livestream during each interim, to ensure those locations have the proper bandwidth. The information provided to ETS should include meeting dates, times and locations as that information becomes available.
  - B. Pay up to two (2) ETS staff members mileage and/or State vehicle, meals and lodging for up to three (3) days, per meeting.
  - C. Coordinate with the committee chairmen if the selected location does not meet the technical requirements outlined by ETS to livestream each interim committee meeting.
  - D. Provide ETS the wyo.gov account provided to LSO to ensure that the recordings are stored in the proper accounts for archiving and redistribution.
  - E. Purchase any additional broadcast equipment needed to provide livestream broadcasts.
  - F. Provide a laptop to use for broadcasting purposes at each broadcast location. The laptop needs to have Windows 7 operating system or newer and also have Chrome browser downloaded on the device.
7. **General Provisions.**
- A. **Amendments.** Either party may request changes in this MOU. 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 and signed by all parties to this MOU.
  - B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
  - C. **Entirety of Agreement.** 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.

- D. **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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- E. **Indemnification.** Each party shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- F. **Notices.** All notices arising out of, or from the provisions of this MOU shall be in writing and given to the parties at the address provided under this MOU, either by regular mail, e-mail or delivery in person.
- G. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- 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.** The State of Wyoming, ETS and the LSO do not waive their sovereign or governmental immunity by entering into this MOU and specifically retain all immunity and all defenses available to them as sovereigns pursuant to W.S. 1-39-104(a) and all other state law with respect to any action based on or occurring as a result of this MOU.
- J. **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, namely ETS and the LSO. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- K. **Time is of the Essence.** Time is of the essence in all provisions of this MOU.

L. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

M. **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.

8. **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 they have the authority to sign it.

ETS

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ETS

\_\_\_\_\_  
Date

LEGISLATIVE SERVICE OFFICE

\_\_\_\_\_  
Matt Obrecht, Director  
LSO

\_\_\_\_\_  
Date

APPROVAL AS TO FORM

\_\_\_\_\_  
Attorney General's Office

\_\_\_\_\_  
Date