

MEMORANDUM OF UNDERSTANDING BETWEEN GOVERNMENTAL ENTITIES
NATRONA COUNTY SHERIFF AND TOWN OF BAR NUNN

1. **PARTIES.** The parties to this Memorandum of Understanding (the "MOU") are NATRONA COUNTY ("County"), NATRONA COUNTY SHERIFF ("Sheriff") and TOWN OF BAR NUNN, WYOMING ("Bar Nunn"). The parties' respective contact information is:




NATRONA COUNTY 200 N. Center ST. Casper, WY 82601	TOWN OF BAR NUNN, WYOMING 4820 N. Wardwell Industrial AVE Bar Nunn, WY 82601
NATRONA COUNTY SHERIFF 201 N. David ST, 2 nd Floor Casper, WY 82601	
2. **PURPOSE.** The purpose of this MOU is to provide law enforcement services with the incorporated boundaries of Bar Nunn (boundaries) in accordance with Wyo. Stat. 7-2-106(b). This MOU does not affect any other agreement involving the parties. In consideration of the provisions herein, the parties enter this MOU.
3. **EFFECTIVE DATE AND TERM OF MOU.** This MOU becomes effective upon the date of the last required signature. This MOU remains in effect until the 31th day of January, 2026 unless terminated sooner in accordance with the termination provisions herein.
4. **OBLIGATIONS.** See Attachment A.
5. **STANDARD PROVISIONS.**
 - A. **GOVERNMENTAL IMMUNITY.** Each party specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq. and all other immunity and the right to assert immunity as a defense.
 - B. **APPLICABLE LAW AND VENUE.** The laws of the State of Wyoming govern the interpretation and enforcement of this MOU. The courts in the State of Wyoming have jurisdiction over this MOU and the parties. A court in Natrona County, Wyoming is the proper venue for any legal action involving this MOU.
 - C. **ASSIGNMENT AND COLLATERAL.** A party will not assign, transfer any right, or delegate any responsibility of this MOU nor use this MOU as collateral without prior written consent of the other party.
 - D. **AUDIT.** If one party authorizes an audit that includes this MOU, the other party will provide its records related to this MOU that are not privileged or confidential to the auditor as requested.
 - E. **AVAILABILITY OF FUNDS.** This MOU is conditioned upon the availability of funds to each party. If such funds are not available to a party, that party may terminate this MOU upon reasonable notice. Neither party will be liable for any alleged damage resulting from such termination. A party must not claim unavailability of funds in order to acquire similar services from a third party.
 - F. **COMPLIANCE WITH LAWS.** Each party will comply with all applicable federal, state, and local laws and regulations in its performance of this MOU.
 - G. **CONFLICT OF INTEREST.** A party will not engage in any activity which is a conflict of interest or gives the appearance of a conflict of interest related to this MOU.

- H. **ENTIRE MOU.** This three page document and Attachment A contain the entire agreement between the parties regarding the subject of this MOU and supersede all prior written and oral communications. Any change to this MOU must be in writing signed and dated by both parties.
- I. **FORCE MAJEURE.** A party will not be liable for failure to perform in accordance with this MOU if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, epidemic disease, earthquake, fire, flood, freight embargo, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- J. **HEADINGS.** Headings in this MOU are for reference only and are not to be used to construe any part of this MOU.
- K. **INDEMNIFICATION.** Each party is responsible for liability arising from its own conduct and associated legal fees, costs, and damages. A party will not indemnify the other party.
- L. **INDEPENDENT ENTITY.** Each party is an independent entity and solely responsible for its own actions, debts, and other liabilities. A party will not incur any debt or other liability on behalf of the other party. Each party will determine the means and manner of its performance under this MOU.
- M. **INSURANCE/LIABILITY COVERAGE.** Each party will maintain insurance or liability coverage ("Coverage") as follows. Each party will provide proof of its Coverage to the other party. If there is any reduction in a party's Coverage, that party will promptly provide proof of the reduced Coverage to the other party.
- i. **Comprehensive.** Comprehensive general Coverage which includes property damage, bodily injury, personal & advertising injury, and liquor liability coverage in the following minimum amounts:
 - a) \$250,000 per claimant and \$500,000 per occurrence for claims brought under the Wyoming Governmental Claims Act and
 - b) \$1,500,000 per claimant and \$5,000,000 per occurrence for all other claims.
 - ii. **Professional.** Professional Coverage appropriate for the party's agents in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence.
 - iii. **Auto.** Auto insurance in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence.
 - iv. **Primary.** Each party's Coverage will be its primary Coverage. A party's Coverage provider cannot subrogate against the other party.
 - v. **Vendors and Service Providers.** Each party is responsible for its vendors and service providers.
- N. **NO KICKBACKS.** Each party certifies that it did NOT and will NOT pay any kickback or other inducement in connection with this MOU.
- O. **NONDISCRIMINATION.** The parties will not discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, a disability that can be reasonably accommodated, or any other protected class.
- P. **NOTICE.** A party must give notice to the other party by certified mail sent to the respective address identified in this MOU.
- Q. **RELATED CONTRACT.** A party may enter a separate contract(s) for a service and/or deliverable related to this MOU. The other party will reasonably cooperate regarding such contract(s).

R. **TERMINATION.**

- i. Material Breach. Either party may terminate this MOU if, after giving reasonable notice of a material breach to the other party, the other party fails to cure the material breach.
 - ii. Notice. Either party may terminate this MOU without penalty upon 90 days notice to the other party.
 - iii. Surviving Provisions. Neither termination nor expiration will affect the immunity, indemnification, liability, or primary Coverage provisions.
- S. **THIRD PARTY BENEFICIARY.** The parties do not intend this MOU to create any third party beneficiary.
- T. **TIME.** Time is of the essence in performance of this MOU.
- U. **UNEMPLOYMENT AND WORKERS' COMPENSATION.** Each party will comply with Wyoming unemployment insurance and workers' compensation laws. Each party will provide proof of its compliance if the other party requests it.
- V. **WAIVER.** If a party waives a breach by the other party of a provision of this MOU, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver.

Each party, through its undersigned authorized representative(s), agrees to the provisions in this MOU.

NATRONA COUNTY	TOWN OF BAR NUNN
<div data-bbox="203 930 812 1033"><hr/></div> <div data-bbox="203 1033 812 1127">Dave North, Chairman Board of County Commissioners</div> <div data-bbox="696 1033 812 1127">Date</div>	<div data-bbox="812 930 1440 1033"><div data-bbox="1305 982 1432 1024">9/16/25</div></div> <div data-bbox="812 1033 1440 1127">Peter Boyer, Mayor Town Council of Town of Bar Nunn</div> <div data-bbox="1330 1033 1440 1127">Date</div>
<div data-bbox="203 1127 812 1274">NATRONA COUNTY SHERIFF</div> <div data-bbox="203 1274 812 1327"><div data-bbox="620 1232 797 1274">8/19/2025</div></div> <div data-bbox="203 1327 812 1327">John Harlin, Sheriff</div> <div data-bbox="696 1327 812 1327">Date</div>	<div data-bbox="812 1127 1440 1274"><div data-bbox="1305 1188 1432 1241">9/16/25</div></div> <div data-bbox="812 1274 1440 1327">Kalista Schwarzrock, Clerk Town of Bar Nunn</div> <div data-bbox="1343 1274 1440 1327">Date</div>
<div data-bbox="203 1327 812 1491">ATTEST:</div> <div data-bbox="203 1491 812 1738"><hr/><div data-bbox="203 1491 812 1577">Tracy Good Natrona County Clerk</div><div data-bbox="696 1491 812 1577">Date</div> <hr/><div data-bbox="203 1663 812 1738">Approved as to form for Natrona County Natrona County Legal Department</div><div data-bbox="696 1663 812 1738">Date</div></div>	<div data-bbox="812 1327 1440 1738"><hr/><div data-bbox="812 1327 1440 1491">Approved as to form for Town of Bar Nunn, WY</div><div data-bbox="1330 1327 1440 1491">Date</div></div>

ATTACHMENT A
PART OBLIGATIONS

1. SHERIFF'S OBLIGATIONS

- A. Sheriff will provide no less than 40 hours per week of deputy sheriff coverage within the boundaries ("coverage").
 - i. There will be no set schedule for coverage.
 - ii. However, if Bar Nunn requests in advance and in writing, coverage for a specific area and/or time, to the extent feasible, Sheriff will provide such coverage. Nonexclusive examples of such coverage are high traffic times, bus stops and school zones.
 - iii. Coverage includes patrol, keeping the peace, investigation and enforcement of State Statutes.
- B. Sheriff is responsible for his deputies.
- C. Sheriff will maintain a log of dates/times and duties of deputies dedicated to coverage. Monthly, Sheriff will submit a log to Bar Nunn.

2. BAR NUNN'S OBLIGATIONS

- A. Bar Nunn will pay Natrona County \$42,800 per 6 months, paid in twelve (6) equal monthly installments. Payment is due within 30 days of the date of invoice.