

**Memorandum of Understanding
Concerning
SECURITY PROCEDURES FOR THE
LARAMIE COUNTY GOVERNMENT COMPLEX**

**Between
Laramie County District Court, Laramie County Circuit Court,
Laramie County, Laramie County Sheriff's Office**

THIS MEMORANDUM (may be referenced as "Memorandum" or "Agreement" interchangeably) is made and entered into by and between Laramie County District Court, 309 W. 20th Street, Cheyenne, WY 82001; Laramie County Circuit Court, 309 W. 20th Street, Cheyenne, WY 82001; Laramie County, 310 W. 19th Street, Cheyenne, WY 82001 and Laramie County Sheriff's Office, 1910 Pioneer Avenue, Cheyenne, WY 82001. This Memorandum is made to identify a framework for cooperation between Laramie County District Court, Laramie County Circuit Court, Laramie County and Laramie County Sheriff's Office (hereinafter referred to collectively, as the Parties) in reference to the following recitals:

RECITALS

- A. Existing security procedures exist for the Laramie County Government Complex (hereinafter "Complex"), per a combined court order (hereinafter "Security Order") filed on October 8, 2009 (attached and incorporated herein as **Exhibit A**).
- B. The Security Order specifically prohibits weapons of any sort, from being carried past the security checkpoint on the first floor of the Complex, excepting law enforcement officers while on duty or specifically authorized by a judge in the building.
- C. The Parties wish to continue their support and enforcement of the Security Order.

MEMORANDUM

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

I. PURPOSE

The purpose of this Agreement is to outline the operational expectations and foster a cooperative relationship between the Parties to abide the Security Order.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until the Security Order is changed or vacated.

III. RESPONSIBILITIES

A. Each party shall cooperate and communicate with the other concerning any substantial event or occurrence related to the Security Order.

B. Each party shall agree to meet at least once annually to discuss developments or possible changes to the Security Order.

C. Each party shall receive notice and an opportunity for input as to any change(s) made to the Security Order.

D. The Larmie County Attorney shall coordinate the changes, signatures and filing of any changes or replacement of the Security Order and present a fresh memorandum of understanding for the Parties to consider.

E. Any request by the public or third party to review the Security Order, or this Memorandum, may be directed to the security checkpoint station, and the County Attorney will cooperate with the Sheriff's Office to make certain there are enough copies for distribution.

F. Any reported violation of the security procedures must be immediately reported to the security desk and Sheriff's Office personnel.

G. The County has prohibited open carry in the Complex and any related questions by the public or third parties can be directed to the Laramie County Attorney's Office.

IV. GENERAL PROVISIONS

A. Entire Agreement: This Memorandum (5 pages) and Exhibits (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.

B. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

C. Invalidity and Counterparts: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if either party is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable. This Agreement may be signed in counterparts.

D. Applicable Law and Venue: The parties mutually understand and agree this Agreement 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 Agreement 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. This provision is not intended nor shall it be construed to waive any of the parties' governmental immunity as provided in this Agreement.

E. Governmental/Sovereign Immunity: The Parties do not waive their respective Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 et seq., by entering into this Agreement. Further, the Parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, related to this Agreement.

F. Indemnification: Each Party to this Agreement 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 required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Laws: The Parties shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

R. Remedies. All remedies at law and equity shall be available to the parties, including specific performance.

[signatures on following page]

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Signature Page

LARAMIE COUNTY DISTRICT COURT

By: _____ Date _____

LARAMIE COUNTY CIRCUIT COURT

By: _____ Date _____

LARAMIE COUNTY BOARD of COUNTY COMMISSIONERS

By: _____ Date _____

LARAMIE COUNTY SHERIFF'S OFFICE

By: _____ Date _____

LARAMIE COUNTY ATTORNEY

By:  _____ Date 6-26-25

STATE OF WYOMING
IN THE COUNTY COURTHOUSE
FOR LARAMIE COUNTY

IN RE:)
SECURITY PROCEDURES)
FOR THE LARAMIE COUNTY)
GOVERNMENT COMPLEX)

FILED

OCT 08 2009

GERRIE E. BISHOP
CLERK OF THE DISTRICT COURT

In reference to court security procedures for the Laramie County Government Complex, located at 20th Street and Carey Avenue,

IT IS HEREBY ORDERED THAT all persons and all items carried by them, entering the courthouse in Laramie County, Cheyenne, Wyoming, or any facility wherein said court is being held, shall be subject to appropriate screening and checking by the Sheriff or his designated representative. This may include the search of briefcases and purses, use of metal detecting devices and a magnetometer. Any person who refuses to cooperate in such screening or checking shall be denied entry to the courthouse by the Sheriff or his designated representative.

IT IS FURTHER ORDERED THAT the use or operation of any camera recording device or any mechanical means for the visual reproduction of the likeness of an individual, object, or for the auditory reproduction of a voice or sound is prohibited in any courtroom of this building or any premises under the direct control of the court, or in the hallways, of this building either while the court is in session or at recesses between sessions when court officials, litigants, attorneys, jurors, witnesses or other persons connected with the proceedings pending therein are present. These devices cannot be transported into any building where the court's business is being conducted without the express consent of the judge of the court, except for other regular tenants in the same building. Specific items to be included but are not limited to video cameras, recorders, cameras, pagers, cellular phones, laptop computers, and any other electronic devices. Specific persons or events to be excluded include All Laramie County Government Complex Employees, Attorneys, Probation and Parole, Department of Family Services, Drug Court Personnel, DUI Court Personnel, Family Court Personnel, LifeNet Personnel, Law Enforcement, State of Wyoming IT Employees, Weddings, *CASA Personnel* and Adoption Hearings.

IT IS FURTHER ORDERED THAT any weapon of any sort, including but not limited to hand guns, rifles, knives, mace containers, or any items that could be used as a weapon, as well as the above camera and recording devices described above, shall not be permitted to pass through security unless authorized by a judge of this building, and shall, at the security personnel's discretion, be confiscated by the security personnel. Security personnel and law enforcement officers shall be allowed to carry weapons through security provided the law enforcement officers are employed in their official duties and not on personal business.

Be it so ORDERED this 8th day of October, 2009.


PAUL S. GALEOTOS
CHEYENNE MUNICIPAL COURT JUDGE


DENISE NAU
LARAMIE COUNTY CIRCUIT COURT JUDGE


PETER G. ARNOLD
FIRST JUDICIAL DISTRICT COURT JUDGE