

**COOPERATIVE AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION,  
WYOMING HIGHWAY PATROL  
AND  
LARAMIE COUNTY SHERIFF'S DEPARTMENT**

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation, Wyoming Highway Patrol (WHP), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the Laramie County Sheriff's Department (Sheriff), whose address is 1910 Pioneer Avenue, Cheyenne, WY 82001.
2. **Purpose of Contract.** The purpose of this Agreement is to set forth the terms and conditions by which the Sheriff will perform road closure gate duties, upon request of WHP.
3. **Term of Contract.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through May 31, 2024. All services shall be completed during this term.
4. **Payment.**
  - A. WHP agrees to pay the Sheriff sixty-four dollars and sixty-nine cents (\$64.69) per hour for each employee performing road closure gate duties. WHP agrees to pay Sheriff within forty-five (45) days after WHP receives and approves Sheriff's invoice.
  - B. In no event shall the total amount paid to the Sheriff by WHP under this Agreement exceed fifty thousand dollars (\$50,000.00). No payment shall be made for work performed before the Effective Date of this Agreement.
5. **Responsibilities of Sheriff.** Laramie County Sheriff's Department agrees to.
  - A. Provide one or more sworn officer(s) to perform road closure gate duties in response to request from the WHP. The Sheriff may decline any request.
  - B. Notify WHP Dispatch at the beginning and end of each road closure gate shift.
  - C. While performing road closure gate duties, deputies will:
    - (i) Monitor road closure gates to ensure traffic not authorized to travel on closed roads does not proceed past the gate.
    - (ii) Direct drivers to safe turnaround locations and ensure travel lanes and exit ramps at road closure gates remain clear of parked traffic to ensure emergency vehicles can respond to incidents as needed.

- (iii) Permit and direct drivers approved by the Wyoming Department of Transportation and/or the WHP to proceed around road closure gates to travel on closed roads in accordance with approved travel guidelines.
- (iv) Direct inquiries about authorization to travel on closed roads to WYDOT's Wyoming Travel Authorization Program (W-TAP) Registration web page.
- (v) Coordinate with WYDOT and/or WHP prior to closing or opening any roadway.

6. **Responsibilities of WHP.** WHP agrees to:

- A. Pay Sheriff in accordance with Section 4 above.
- A. Provide Sheriff training on Wyoming road closure gate duties, and necessary equipment.
- B. Provide information on W-TAP Registration and Road and Travel resources.
- C. Provide a list of local WYDOT Maintenance and WHP personnel contacts.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sheriff shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WHP.
- D. **Audit and Access to Records.** WHP and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sheriff which are pertinent to this Agreement.
- E. **Award of Related Agreements.** WHP may award supplemental or successor agreements for work related to this Agreement or may award agreements to other

contractors for work related to this Agreement. The Sheriff shall cooperate fully with other contractors and WHP in all such cases.

- F. Compliance with Laws.** The Sheriff shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sheriff in the performance of this Agreement shall be kept confidential by the Sheriff unless written permission is granted by WHP for its release. If and when the Sheriff receives a request for information subject to this Agreement, the Sheriff shall notify WHP within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WHP.
- H. Entirety of Agreement.** This Agreement, consisting of six (6) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. Ethics.** The Sheriff shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WHP and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement 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.
- L. 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.
- M. Independent Contractor.** The Sheriff shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this

Agreement, the Sheriff shall be free from control or direction over the details of the performance of services under this Agreement. The Sheriff shall assume sole responsibility for any debts or liabilities that may be incurred by the Sheriff in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sheriff or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WHP or to incur any obligation of any kind on behalf of the State of Wyoming or WHP. The Sheriff agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Sheriff or the Sheriff's agents or employees as a result of this Agreement.

- N. Nondiscrimination.** The Sheriff shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** WHP is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sheriff in the performance of this Agreement. Upon termination of services, for any reason, the Sheriff agrees to return all such original and derivative information and documents to WHP in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement 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 Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or her designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- R. Insurance Requirements.** The Sheriff is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WHP.

- S. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Sheriff, shall identify WHP as the sponsoring agency and shall not be released without prior written approval from WHP.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WHP expressly reserve sovereign immunity by entering into this Agreement 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 Agreement 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.
- V. Taxes.** The Sheriff shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. This Agreement may be terminated by WHP immediately for cause if the Sheriff fails to perform in accordance with the terms of this Agreement.
- X. 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**BB. Counterparts.** This Agreement 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 Agreement. Delivery by the Sheriff of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WHP.

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**AUTHORIZING OFFICIAL/COUNTY COMMISSIONER**

**LARAMIE COUNTY SHERIFF'S DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Troy Thompson  
Print Name

\_\_\_\_\_  
Chairman  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Brian N. Kozak  
Print Name

\_\_\_\_\_  
Sheriff  
Title

\_\_\_\_\_  
Date

**WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY PATROL**

\_\_\_\_\_  
Colonel Tim Cameron, Administrator

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Alysia Goldman,  
Senior Assistant Attorney General  
Date agreement prepared: 9/26/2023

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
LARAMIE COUNTY ATTORNEY

