

**INTERNAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR LARAMIE COUNTY,
THE LARAMIE COUNTY GRANTS DEPARTMENT, AND THE LARAMIE COUNTY
SHERIFF'S OFFICE FOR FACILITATION OF THE ADVANCED DRIVING
DETECTION TRAINING & COORDINATION GRANT**

This Internal Memorandum of Understanding ("MOU") is by and between agencies of Laramie County Government, to include: the Board of County Commissioners for Laramie County ("BOCC"), 309 West 20th Street, Cheyenne, Wyoming 82001 ("County"), Laramie County Grants Department ("GRANTS"), 309 West 20th Street, Cheyenne, Wyoming 82001 ("County"), and the Laramie County Sheriff's Office, 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 ("SHERIFF"); collectively referred to herein as "Party" or "Parties." This MOU shall become effective upon the date of the last signature affixed hereto.

WHEREAS, it is the intent of the Parties that this MOU should establish a structure for assignment of responsibilities set forth in the Highway Safety Program Federal Fiscal Year 2024 Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and the Laramie County Sheriff's Office which is attached hereto and incorporated by reference; and

WHEREAS, the Parties wish to ensure that the deliverables set forth in the Sub-Award are completed with the highest fidelity.

NOW, THEREFORE, subject to the limitations of this MOU and the provisions of Wyoming law, the Parties agree as follows:

- 1) **Duration.** This MOU shall be in full force and effect from the date that this MOU is executed by the Parties and shall remain in effect for the duration of the Highway Safety Program Federal Fiscal Year 2024 Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and the Laramie County Sheriff's Office.
- 2) **Purposes.** The purpose of this MOU is to ensure that Laramie County delivers high quality services to the Wyoming Department of Transportation by outlining which deliverables will be completed by which portion of the County.
- 3) **Responsibilities of Parties.**
 - a) The **SHERIFF** shall accept responsibility for the following items as specified in the Sub-Award:
 - i) Administer the Advanced Impaired Driving Detection Training and Coordination; coordinate the education and training of local law enforcement officers to become Drug Recognition Experts (DREs), coordinate recertification courses, and also coordinate trainings on Impaired Driving. (Paragraph 7A)

- ii) Train and educate judicial officials, and traffic safety advocates on emerging trends of impaired driving on the road, as well as, educating on courtroom tactics. (Paragraph 7B)
- iii) Notify WYDOT immediately if they are unable to fulfill the stated objectives, for any reason, to discuss alternate plans. (Paragraph 7C)
- iv) The SHERIFF shall have documentation and an evaluation for all purchases, a copy of which shall be provided to GRANTS. (Paragraph 9B)
- v) Notify GRANTS immediately if they are unable to spend the budgeted amount. GRANTS will, in turn, notify WYDOT. (Paragraph 9B)
- vi) At least thirty (30) days prior to incurring any costs, the SHERIFF shall submit an out-of-state request form to WYDOT and receive its approval. A copy of the request form and approval shall be provided to GRANTS. (Paragraph 10A)
- vii) After receiving approval and after the trainee has returned from the trip, the SHERIFF shall submit a trip report with the request for reimbursement to GRANTS. The trip report will include the conference agenda, a list of conference sessions attended by the trainee and an explanation of how the session relates to traffic safety, and all receipts for the previously approved reimbursable expenses. GRANTS will provide this information to WYDOT to seek reimbursement. (Paragraph 10A)
- viii) The SHERIFF shall provide a description of the activities that have been performed during the reporting period toward the overall objectives of the project. The report must include all time reporting events participated in, earned and paid media produced, meeting agendas (to include a list of all attendees), meeting minutes, training report for any attended training and any other supplemental documentation that supports grant related expenditures. All reports must be received by WYDOT on or before the 15th of the following month, unless a written extension is approved by WYDOT. Copies of these monthly reports shall be provided to GRANTS and BOCC. (Paragraph 12A)
- ix) The SHERIFF shall provide a comprehensive summarized final reporting of all project activities occurring during the project period by October 15, 2024. Report must include project successes or challenges, appropriate strategies used and results, and how to improve the project for the next fiscal year. If a report is not provided, final payment will be delayed until documentation is received by WYDOT. Copies of this yearly report shall be provided to GRANTS and BOCC. (Paragraph 12B)
- x) The SHERIFF shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (W.S. § 9-13-101, *et. seq.*) and any and all ethical standards governing the law enforcement profession generally. (Paragraph 15I)

- xi) The SHERIFF will comply with provisions of the Hatch Act (5 U.S.C. I 501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. (Attachment A, Paragraph 5)
- xii) The SHERIFF will comply with the Buy America requirements (23 U.S.C. 313) when purchasing items using Federal funds. (Attachment A, Paragraph 12)
- xiii) The SHERIFF shall ensure compliance with certification on conflict of interest. (Attachment A, Paragraph 13)
- xiv) The SHERIFF must follow the procurement standards set forth in 2 C.F.R. §200.318 through 200.327. (Attachment A, Paragraph 29)
- xv) The SHERIFF shall be solely responsible for the following deliverable items in Attachment B:
 - (1) Perform duties needed to maintain and expand the Impaired Driving Program within the State of Wyoming.
 - (2) Shall strive to maintain a minimum of sixty (60) Drug Recognition Experts (DREs) across the State of Wyoming.
 - (3) Provide agency overtime salary for sworn personnel (vendors) teaching Standardized Field Sobriety Testing (SFST) Refresher, Advanced Roadside Impaired Driving Enforcement (ARIDE), DRE, DRE Instructor classes and public education. The sworn personnel (vendors) shall be certified instructors.
 - (4) Conduct on-site visits with local law enforcement agency administrators, supervisors, and officers of each county of the state on available impaired driving training.
 - (5) Administer community trainings utilizing the Drug Impairment Training for Educational Professionals (DITEP).
 - (6) Develop and/or update impaired driving curriculum and programs in Wyoming.
 - (7) Administer regional DRE Coordinators managing DRE officers in their region to ensure proper evaluations and documentation per International Association of Chiefs of Police (IACP) standards.
 - (8) Ensure DRE evaluation data is entered into the national database by federal due date.

- (9) Plan and administer up to two (2) trainings for Regional DRE Coordinators to include DRE tracking website.
 - (10) Plan and administer one (1) DRE basic course and field certifications.
 - (11) Assist in the planning of the Rocky Mountain Prevention and Traffic Safety Summit Conference for DRE recertification requirements in conjunction with the Highway Safety Office (HSO).
 - (12) Plan and administer a DRE Instructor Class.
 - (13) Plan and administer up to five (5) ARIDE courses statewide.
 - (14) Plan and administer up to ten (10) SFST refresher courses statewide.
 - (15) Provide an Instructor Fee Schedule to the Highway Safety Office Project Site.
 - (16) Provide in/out-of-state travel and training for the Impaired Driving Program Coordinator and Regional State Coordinators/Instructors to remain current on emerging and evolving impaired driving issues and trends. Any out-of-state training must be approved by the Highway Safety Office.
 - (17) Comply with all requirements in Attachment A.
- xvi) The SHERIFF shall be jointly responsible for the following deliverable items in Attachment B with GRANTS:
- (1) Provide paperwork and invoices to GRANTS for reimbursement for required continuing education for the Drug Recognition Expert (DRE) Coordinator that meets certified law enforcement proficiency standards.
 - (2) Provide in-state travel expenses to GRANTS for reimbursement associated with the duties required of the Impaired Driving Program.
 - (3) Provide invoices to GRANTS for reimbursement for supplies and tools purchased for presentations and the administration of impaired driving testing and training of law enforcement personnel. This includes passive alcohol sensors and supplies needed for DRE evaluations.
 - (4) Provide invoices to GRANTS for reimbursement of overtime cost for DRE callouts for state and local law enforcement personnel.

- (5) Provide invoices to GRANTS for reimbursement of expenditures related to work managing regional DREs and DRE Instructors, ensuring proper evaluations and documentation per IACP standards.
 - (6) Provide invoices to GRANTS for reimbursement of expenditures for Impaired Driving Instructors, ensuring compliance with the Laramie County procurement guidelines in compliance with uniform guidelines.
- b) **GRANTS** shall accept responsibility for the following items as specified in the Sub-Award:
- i) Submit all requests for reimbursement to WYDOT no later than October 15, 2024. The SHERIFF shall provide the necessary documentation required for reimbursement to GRANTS no later than October 1, 2024. (Paragraph 9B)
 - ii) Ensure that any modifications to the budget are approved by WYDOT. Any modifications requested by the SHERIFF shall be provided to GRANTS who will seek approval from WYDOT. (Paragraph 9B)
 - iii) Notify WYDOT immediately if they become aware that the SHERIFF is unable to spend the budgeted amount. (Paragraph 9B)
 - iv) Upon receipt of a trip report and request for reimbursement, GRANTS will submit the appropriate documentation to WYDOT for reimbursement. (Paragraph 10A)
 - v) GRANTS must follow the procurement standards set forth in 2 C.F.R. §200.318 through 200.327. (Attachment A, Paragraph 29)
 - vi) GRANTS shall be jointly responsible for the following deliverable items in Attachment B with the SHERIFF:
 - (1) Upon receipt of paperwork and invoices from the SHERIFF, GRANTS shall seek reimbursement for required continuing education for the Drug Recognition Expert (DRE) Coordinator that meets certified law enforcement proficiency standards.
 - (2) Upon receipt of in-state travel expenses from the SHERIFF, GRANTS shall seek reimbursement associated with the duties required of the Impaired Driving Program.
 - (3) Upon receipt of invoices from the SHERIFF, GRANTS shall seek reimbursement for supplies and tools purchased for presentations and the administration of impaired driving testing and training of law enforcement personnel. This includes passive alcohol sensors and supplies needed for DRE evaluations.

- (4) Upon receipt of invoices from the SHERIFF, GRANTS shall seek reimbursement of overtime cost for DRE callouts for state and local law enforcement personnel.
 - (5) Upon receipt of invoices from the SHERIFF, GRANTS shall seek reimbursement of expenditures related to work managing regional DREs and DRE Instructors, ensuring proper evaluations and documentation per IACP standards.
 - (6) Upon receipt of invoices from the SHERIFF, GRANTS shall seek reimbursement of expenditures for Impaired Driving Instructors, ensuring compliance with the Laramie County procurement guidelines in compliance with uniform guidelines.
- c) The **BOCC** shall accept responsibility for the following items as specified in the Sub-Award:
- i) Adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. (Paragraph 13)
 - ii) Ensure compliance with the Drug-Free Workplace Act of 1988 (Attachment A, Paragraph 4)

18. 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, and signed by all Parties to this MOU.
- b. Assignment. No Party may assign or transfer the responsibilities or agreements made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.
- c. Applicable Law. 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 this MOU and the Parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.
- d. Compliance with Laws. The Parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this MOU.
- e. Indemnification. Each Party to this MOU assumes the risk of any liability arising from its own conduct. Each Party agrees that it will be responsible for any loss, claim, damages, or demands resulting from its negligence and the negligence of its employees and agents. Neither Party agrees to insure, defend, or indemnify the other.
- f. Nondiscrimination. The Parties 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), as amended, 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, creed, color, race, religion, national origin, ancestry, pregnancy, or qualifying disability in connection with the performance under this MOU.

g. Governmental Immunity. The Parties do not waive governmental immunity by entering into this MOU and specifically retain all immunities and defenses available to them as governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable laws. Designation of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.

h. 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. The Parties to this MOU intend and 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.

i. Force Majeure. The performance of this MOU by the Parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this MOU. This MOU may be cancelled by any Party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other Party.

j. Severability. If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

k. Notice. All notices arising out of or from the provisions of this MOU shall be in writing and given to the Party either by regular mail or delivery in person.

1. Prior Approval. This MOU shall not be binding upon the Parties, no services shall be performed under the terms of this MOU, and no payments shall be made until this MOU has been reduced to writing and approved by all necessary authorities.

m. Incorporation of 2024 Sub-Award and Attachments. This MOU incorporates the Highway Safety Program Federal Fiscal Year 2024 Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and the Laramie County Sheriff's Office and its Attachments A & B, a copy of which is attached hereto and incorporated by reference.

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19. **Signatures.** In witness thereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below and certify that they have read, understood, and knowingly and voluntarily agreed to the terms and conditions of this MOU.

BOARD OF COUNTY COMMISSIONERS - LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

LARAMIE COUNTY GRANTS:

By: S. Bay Date 11/15/23
Sandra Bay, Grants Manager

LARAMIE COUNTY SHERIFF'S OFFICE:

By: Brian Kozak Date 11-16-23
Brian Kozak, Sheriff

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 11/15/23
Laramie County Attorney's Office