

**Memorandum of Understanding between
Laramie County School District #1
And
Laramie County**

THIS AGREEMENT, made and entered into this 5 day of August, 2019, by and between the Laramie County, Wyoming, acting by and through its political subdivision, the Laramie County Sheriff's Department, hereinafter referred to as the "Department," whose address is 1910 Pioneer Ave., Cheyenne, Wyoming 82001, and the Laramie County School District No. 1, hereinafter referred to as the "District," whose address is 2810 House Avenue, Cheyenne, Wyoming 82001.

WITNESSETH:

WHEREAS, the District has identified the need for law enforcement services at various schools and school-related events under its control and supervision; and

WHEREAS, the Department is a county law enforcement agency engaged in providing services to Laramie County; and

WHEREAS, the District desires to obtain the law enforcement services of the Department, and the Department desires to provide said services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. This Agreement shall be in effect from September 1, 2019, through August 31, 2020. The Department shall have no obligation under this Agreement to provide law enforcement services to the District at any school location during any time that such school location is closed by official action of the District. Except as provided in this Agreement, the Department shall have no obligation to provide law enforcement services to the District, as described in this agreement, beyond the hours provided for in this Agreement.
2. The Department shall appoint a representative who shall be responsible for managing and coordinating the Department's performance under this Agreement, and shall identify this representative to the District by name and telephone number.
3. The Department agrees to provide routine law enforcement services to the District under the terms and conditions herein contained. The duties assumed by the Department under this Agreement are duties owed generally to the public, and by entering this Agreement, the

Department does not assume any other duty to the District, nor does the Department assume any duty to any particular individual.

4. The parties agree that this Agreement does not create an agency relationship between the Department and the District, and no representations of any kind, type or nature made by one party shall be binding upon or create a duty in the other party.

5. In return for law enforcement services to be provided by the Department pursuant to this Agreement, the District agrees to pay to Laramie County for the 2019-2020 school year the sum as set forth in paragraph 13a. Said sum shall be invoiced to the District monthly and in arrears. The District shall reimburse the Department for additional costs incurred by the Department in the performance of services described in Paragraphs 13b and 13c at the rates prescribed, for which the District will be invoiced monthly.

6. All costs of salary and benefits incurred by the Department in the performance of duties under this Agreement shall be paid by the Department, and the District shall reimburse the Department for all such costs, as defined in Paragraph 13 of this Agreement,

7. Deputies assigned to provide services under this Agreement shall, at all times, be employees of the Laramie County Sheriff's Department. The Department shall comply with all federal, state, and local laws and ordinances regarding the employment relationship between Laramie County and deputy sheriffs assigned to provide services under this Agreement.

8. The District and Department are aware that each party to this Agreement is subject to the supervision of separately elected political entities. Each party to this Agreement obtains funding which is subject to annual budget approval. Each party hereto shall notify the other immediately if a party's future fiscal year funding for this Agreement is curtailed or eliminated.

9. Each party hereto shall be responsible for its own negligence and the negligence of its agents, employees, representatives and other personnel. The Department is a participant in the Wyoming Association of Risk Management (WARM) and is insured by WARM to the limits described in the Wyoming Governmental Claims Act, Wyo. Stat. § § 1-39-101 through 1-39-120 (1988), *as amended*. The County and the District do not waive any applicable defenses and expressly reserve the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, for any claims arising out of performance of this Agreement.

10. Third Parties: 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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

11. Department personnel assigned by the Department pursuant to this Agreement shall be directly supervised by the Department's Patrol Lieutenant. Such personnel will coordinate their activities with the principal of each of the District's schools identified herein, however will be

subject to other assignments in times of emergencies, as determined by the Department. In selecting personnel to provide services pursuant to this Agreement, the Department shall consider each deputy's interest in the assignment, ability to deal with the District's students, and any special training which may have been received. The Department does not guarantee or commit to a specific number of hours, and law enforcement needs of the Department are paramount to the services provided under this Agreement.

12. Department personnel providing services pursuant to this Agreement shall conduct themselves as deputy sheriffs and shall at all times follow the policies and procedures of the Department. Further, the Department will be enforcing state laws and regulations, and will not be required to enforce the District's policies and procedures.

13. The Department shall provide routine law enforcement services to the District at elementary schools located within unincorporated areas of the County at the following locations and at the following times:

a. For the 2019-2020 school year, one deputy stationed variously at Laramie County Elementary Schools within the District as may be determined by mutual agreement between the Department and the District. Deputies assigned to these locations shall perform routine law enforcement services during regular school hours. The Deputy will also be involved with current programs the District is promoting for drug/alcohol awareness and anti-bullying as may be determined by mutual agreement between the Department and the District. The base contract period shall be for one-hundred-seventy-five (175) days, for which the District shall reimburse the Department 50% of salary and benefits for one deputy for this period. The District shall reimburse the Department for additional services provided beyond the standard 40-hour week at the overtime rate of time-and-a-half per hour.

b. For events and programs provided outside the 175-day base contract, deputy(ies) as may be determined by mutual agreement between the Department and the District. The District shall reimburse the Department at the deputy's hourly rate of salary and benefits.

c. If any school Deputy is absent for ten (10) or more consecutive school days, the Department will provide a replacement officer to cover the Deputy's duty assignment.

d. Except as provided for emergencies in Paragraph 11 of this Agreement, deputy sheriffs assigned to provide services under this Agreement shall devote substantially all of their working time to the District during regular school hours and at such other times as may be determined by mutual agreement between the Department and the District. School Resource Officers shall not be redirected to non-District duties during regular school hours without approval by the District except as provided for emergencies in section 11 herein.

14. Access to District Property.

a. The District shall provide assigned School Resource Officers with keys, fobs, and/or access cards necessary to enter their assigned school(s).

b. When after-hours emergencies or other circumstances warrant, officers not specifically assigned as SROs are considered an extension of the assigned SRO. Any access to District property by non-SRO Department personnel shall be reported to the Assistant Superintendent of Support Operations within twenty-four (24) hours of access.

c. The Department shall notify the District within twenty-four (24) hours after any staff change that would require addition or revocation of access permissions.

15. This Agreement shall not be modified or altered unless mutually agreed upon by the parties in writing.

16. This Agreement contains the entire understanding of the parties. There are no understandings between the parties, written or otherwise, not contained herein. Each party acknowledges that they have consulted with, or have had the opportunity to consult with, legal counsel regarding this Agreement.

17. If any provision, section, subsection, sentence, clause or phrase of this Agreement is invalidated by any court of competent jurisdiction, such a holding shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

LARAMIE COUNTY

BY:

Chairman, County Commissioners

(SEAL) ATTEST:

Debra Lee, Laramie County Clerk

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LARAMIE COUNTY

BY:

Chairman, County Commissioners

(SEAL) ATTEST:

Debra Lee, Laramie County Clerk

LARAMIE COUNTY SCHOOL DISTRICT
NO.1

BY:

Timothy J. Bali

Title: Vice-Chair

Approved as to Form:

[Signature]
Laramie County Attorney's Office