

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF
LARAMIE, WYOMING AND THE ALBANY COUNTY SCHOOL DISTRICT #1
FOR SCHOOL RESOURCE OFFICERS**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made effective on the 9th day of June, 2021 (hereinafter "effective date"), by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address 406 Iverson Street, Laramie, Wyoming 82070, and the Albany County School District #1, (hereinafter referred to as "School District"), whose address 1948 Grand Avenue, Laramie, Wyoming 82070 and hereinafter collectively referred to as "Parties."

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which City will assign three (3) certified City police officers to serve as School Resource Officers (hereinafter referred to as "SRO") in School District during the Initial Term of this Agreement, defined as the academic school years of 2021/2022 commencing on the effective date through 9 June, 2021, and each Renewal Term hereof. The officers shall provide law enforcement, information and educational services as more specifically provided herein. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows.

3. **Term of Contract.** The Initial Term of this Agreement is for the academic school years of 2021/2022 commencing on the effective date through August 31, 2022, and, at the termination of the Initial Term and any Renewal Term shall renew for successive additional two (2) academic years Renewal Terms unless terminated by either party with written notice of non-renewal to the other party, which notice shall be delivered by hand or mailed by certified mail to the address listed above, at least thirty (30) days prior to the end of the applicable term. This MOU may also be terminated pursuant to the termination provision of paragraph 7.05 or in the event of non-appropriation as provide in paragraph 6 and all its subparts.

4. **Payment.**

4.01 School District shall pay to the City the amount of one hundred fifty thousand dollars (\$150,000.00) for the school year 2021/2022 and during each Renewal Term, subject to appropriation of said amount as provided herein, for the SRO services provided by City hereunder.

4.02 City shall be responsible for all costs in excess of the School District's payment for SRO services hereunder. Nothing herein, including School District's payments, reporting requirements, and close cooperation between officers and the School District shall be deemed to make any SRO an employee of School District for any purpose, including but not limited to the Wyoming Governmental Claims Act.

4.03 Any educational materials required and provided by the District or through provisions of this contract will upon completion of this contract, become the property of the District.

5. Responsibilities of City.

5.01. City shall provide three (3) fully trained and certified peace officers assigned to School District as SRO for the entire 2021/2022 school years and the entire school years of any Renewal Term to the extent the request does not entirely deplete its resources of available peace officers to respond to law enforcement requests within City jurisdiction by complying with this MOU unless specifically authorized to do so by City Manager. City Police Chief agrees to notify School District's Superintendent of any significant reassignment of City peace officers which results in City peace officers being unavailable to provide services under this MOU. If City determines that City peace officers are required to respond to law enforcement requests within City jurisdiction, School District may request the assistance of other law enforcement agencies. If City is unable to provide the assigned officers as contemplated herein for a substantial period of time, or if the City and Superintendent agree that a reallocation of City's peace officer resources provided hereunder is appropriate, the City and the Superintendent shall, in good faith, negotiate a proportionate rebate of the payment provided in Paragraph 4 above.

5.02. City shall determine which peace officers of the Laramie Police Department will be assigned as SRO. City shall consult with School District's Superintendent related to assignment of the peace officers designated herein, however, City shall have absolute discretion to appoint peace officers as it determines appropriate. Peace officers of City Police Department who are assigned and performing duties pursuant to this MOU are subject to the direction and control of City and shall have full authority on School District premises for the purposes of performing the law enforcement duties described herein. Nothing in this MOU shall be interpreted to authorize any peace officer of the City Police Department to exercise any power that the City is not authorized to exercise.

5.03. City shall provide each SRO a police motor vehicle and maintenance thereof. City shall provide each SRO any additional training in focus areas as mandated by law.

5.04. Each SRO shall be an employee of City. City Police Department shall reserve the right to remove any City peace officer appointed to serve as SRO. In the event City removes any SRO, City agrees to follow the selection process as outlined in Paragraph 5.02

5.05. No less than annually, and at such other intervals as may be required by statute, rule, regulation, contract, grant or upon the reasonable request of School District, City shall report to the School District in a format to be determined by

the School District on the City's actions pursuant to this MOU. Said reports shall include, but not be limited to the following:

5.05.01. Such reports, statistics and information required under any grant contributing to the officer's salaries, duties or responsibilities hereunder.

5.05.02. The City's progress toward meeting the goals and objectives outlined in Paragraph 5.06 herein.

5.05.03 Such other information as the parties may agree from time to time.

5.06. Role of SRO.

5.06.01. The SRO shall provide law enforcement and school security services to School District to help promote the safety and welfare of its students and employees as follows:

5.06.01(a). The SRO shall act swiftly and cooperatively with School District personnel in responding to disruptions and criminal activity on or adjacent to School District property involving students, School District personnel or the public.

5.06.01(b). The SRO shall help to protect the lives and property of students, employees and the School District on or adjacent to School District Property.

5.06.01(c). The SRO shall enforce Federal, State and local criminal laws and ordinances and assist School District personnel with the enforcement of Board of Education Policies and specific school policies as such relate to school security and law enforcement.

5.06.01(d). The SRO shall investigate criminal activity committed on or adjacent to School District property.

5.06.01(e). The SRO shall, in cooperation with School District personnel, assist other law enforcement agencies with outside investigations concerning School District students attending schools to which they are assigned.

5.06.01(f). The SRO shall take all acts deemed reasonable and necessary to City and School District to provide for and promote safety and security in an orderly learning environment in all the schools.

5.06.01(g). The SRO shall notify the School District principal or designee of any known threat, incident or the filing of charges

relating to instances on or off school premises of any alleged offenses under Title 6 of the Wyoming Statutes by any person and directed towards another student, teacher or employee of School District or school property which rise to the level of a public or personal safety concern for students and personnel of School District, including but not limited to the following: assault; battery; robbery; menacing; theft; extortion; child abuse; sexual assault; criminal mischief; harassment; stalking; endangering public transportation; hazing; false imprisonment; kidnapping; inciting a riot; engaging in a riot; ethnic intimidation; arson; cruelty to animals; possession, distribution or use of a controlled substance; false report of explosives; illegal possession, use or sale of a deadly weapon; prohibited use of a weapon; illegal discharge of a firearm; interference with students or faculty, potential gang activity, terroristic threats or any other issue which, within the sole discretion of SRO, constitutes a threat to the health, welfare or safety of School District student(s), employee(s) or property.

5.06.02. City may enter into a separate agreement with the Sheriff's Office of Albany County, Wyoming to permit SRO to exercise law enforcement powers at schools within School District located in the jurisdiction of Albany County, Wyoming. School District shall be provided a copy of any such agreement.

5.06.03 SRO and other law enforcement agencies' specific law enforcement contacts with School District students shall occur as follows:

5.06.03(a) To the extent possible, School District personnel shall cooperate with law enforcement officers to provide access to students for arrests and service of legal documents, which shall be conducted by the officers in a manner to be least disruptive to the school, least likely to embarrass the student and which provides the student with the most protection from public view. Notice of an arrest or service of legal documents to the student's parent, guardian or custodian shall be provided by the School District principal or designee as soon after the event as reasonably practicable.

5.06.03(b) Law enforcement interviews of students at school are not permitted except when the officer and principal or his designee agree there is imminent danger to the physical or mental health or welfare of a minor child, when the interview involves a crime alleged to have occurred on or adjacent to School District property, or when exigent circumstances exist as defined in paragraph 5.06.03(i) herein.

5.06.03(c) Any law enforcement officer, including but not limited to SRO, shall inform the School District principal or designee of the officer's desire to interview a student on school premises and the reason for the interview. The officer shall provide proper identification evidencing affiliation with an identified law enforcement agency if the officer is not known to the principal or designee. It shall be the law enforcement officer's responsibility to conform to all applicable procedures and due process before, during and after the student contact.

5.06.03(d) The School District principal or designee will take reasonable steps to notify the parent, guardian or custodian of all student interviews by law enforcement officers, before the interview occurs, except in those instances when the officer and the principal or designee agree:

- 1) there is imminent danger to the physical or mental health or welfare of a minor child and that it is in the best interest of the minor child to not notify the child's parent, guardian or custodian, or
- 2) exigent circumstances exist, as defined in Paragraph 5.06.03(i).

If the parent, guardian or custodian cannot be notified with reasonable efforts, or the parent, guardian or custodian is unable to be present at the interview in a reasonable period of time, the principal or designee shall so inform the officer. The officer and the principal or his designee, shall agree whether to proceed with the interview or delay the same until a parent, guardian or custodian can be present. The principal or designee shall make reasonable attempts to notify a parent, guardian or custodian as soon as reasonably practicable if exigent circumstances exist. It will be the responsibility of the parent, guardian or custodian to keep the School District advised of emergency contact information. Nothing in this Agreement shall require the School District or any officer to contact the parent of an adult student.

5.06.03(e) The School District principal or designee shall attend all law enforcement interviews except when the officer and the principal or designee agree that it is in the best interest of the child to proceed without the attendance of the principal or designee.

5.06.03(f) All interviews with students shall be conducted in a manner to be least disruptive to the school, least likely to embarrass the student and which provides the student with the most protection from public view.

5.06.03(g) Nothing herein shall be deemed to make any School District employee an agent of any law enforcement agency. No School District personnel shall search or interview any student in the place of and at the request or direction of any law enforcement officer. Nothing herein shall be deemed to require School District personnel to adopt or apply additional procedures or processes, notify a parent, guardian or custodian or give "Miranda" or similar warnings to students when conducting routine investigations of instances of student misconduct or other disciplinary matters; nor shall anything herein be deemed to restrict School District personnel from conducting routine investigations of student misconduct or other disciplinary matters.

5.06.03(h) Searches and interviews of students by law enforcement officers on campus shall be reasonable under all the circumstances and otherwise comply with applicable law.

5.06.03(i) Exigent Circumstances Defined. As used in this agreement, “exigent circumstances” includes any one or more of the following situations: there is a need for immediate action due to a significant risk to public safety, school safety, or the safety of students, employees, or property of the School District; there is a need to prevent the flight of a person subject to immediate arrest; there is the danger that evidence may be lost, concealed or destroyed; the officer is in hot pursuit; there is an immediate need to prevent the commission or concealment of a crime; or a crime is in progress.

5.06.04 SRO shall function as a liaison between School District personnel, students, parents, guardians, custodians and the legal system, building relationships and creating respect and trust for the law enforcement function. The officers shall be mentors and role models for students and shall participate in the whole school learning community and educational process and shall keep School District apprised of the changes in law enforcement procedures as such relate to the School District.

5.06.05. SRO may initiate conferences with School District personnel, students, and parent(s), guardian(s) and custodian(s) when providing law enforcement knowledge or advice is appropriate on a variety of subjects that affect school safety and students, including but not limited to understanding the law, the law enforcement process, drugs, safety, crime and violence prevention, training and community awareness of these issues. The SRO shall participate in the creation, evaluation and modification of emergency and crisis planning and implementation.

5.06.06. SRO may offer advice, mediation, intervention and direction to School District and act as referral and/or resource agent for School District personnel, parents, guardians, custodians and students.

5.06.07. SRO shall be involved in the investigation and enforcement of applicable State truancy statutes and other attendance-related matters. School District hereby appoints each SRO as the School District’s Attendance officer and each SRO will serve and perform those duties in addition to the duties of each SRO as described herein.

5.06.08 SRO shall act as City Police Department/School District liaison to provide law enforcement functions for special School District events.

5.06.09. SRO shall perform all other duties as recognized or assigned by City Police Department.

5.06.10 School District hereby appoints each SRO as a “School Official” for purposes of sharing student information under FERPA.

5.06.12. School District shall provide office space at School District including but not limited to a telephone and basic supplies for SRO.

5.06.13. SRO shall regularly attend scheduled meetings with School District administrators.

5.06.14. SRO shall abide by School District's policies, rules, and regulations except as may be required by law and by City Police Department policy. If conflict arises between the policy of City Police Department, State statutory duties of a peace officer and School District, City Police Department policy and/or State statute will be followed. The School District is required to allow SRO to enforce State statutes and local ordinances while on School District property.

5.06.15. SRO may provide emergency transportation within Albany County as deemed appropriate by SRO to destinations which include but are not limited to the student's home, Youth Crisis Center, the parent, guardian or custodian's place of employment, the hospital, etc. A parent, guardian or custodian will be contacted before transport unless exigent circumstances exist.

6.0 Nonappropriation.

6.01 School District is obligated only to pay periodic payments under this Agreement as may lawfully be made from funds budgeted and appropriated for the purpose during School District's then current Fiscal Year. Should School District fail to budget, appropriate or otherwise make available funds to pay payments following the then current Initial or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Initial or Renewal Term. School District shall give notice to City of any such failure not less than thirty (30) days prior to the termination of the then current Initial or Renewal Term, but failure to give such notice shall not extend the term beyond such Initial Term or Renewal Term. School District is a political subdivision of the State of Wyoming with School District's fiscal year ending on June 30th of each calendar year.

6.02 School District represents that the funds necessary to pay any payments due in School District's now current fiscal year have been appropriated.

6.03 School District shall have an annual option to terminate this Agreement which termination shall be conclusively determined by whether or not the governing body of School District has, on or before the last day of each fiscal year during the Agreement Term, duly enacted, or represented its intention to enact, an appropriation resolution for the ensuing fiscal year which includes by specific line item reference sufficient amounts authorized and directed to be used to pay the payments due in the following fiscal year. School District shall give City immediate notice of School District's termination of this Agreement for non-appropriation.

6.04 In the event of an early termination of this Agreement under this Section, all obligations of School District to make payments, which would otherwise be due hereunder after the Termination Date, shall cease. Termination of this Agreement shall be City's sole remedy for non-payment due to non-appropriation.

7.0 General Provisions

7.01. Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

7.02. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District of Albany Judicial District and County, Wyoming.

7.03. Entirety of Agreement. This Agreement, consisting of ten (10) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and Agreements, whether written or oral, including but not limited to that certain.

7.04. Liability. Any assigned employee of a Party acting under this Agreement shall be deemed to be acting within the scope of his duties for purposes of the Wyoming Governmental Claims Act and the local government self-insurance program or commercial insurance, Wyo. Stat. §§1-42-101 through 1-42-207. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to assigned employees of the Parties while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this Agreement.

7.05. Termination. Either party upon thirty (30) day written notice may terminate this Agreement, without cause, which notice shall be delivered by hand or mailed by certified mail to the address listed above.

7.06. Indemnification. Each party to this Agreement shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

7.07 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 either party may renegotiate the terms affected by the severance.

7.08. Governmental Immunity. The parties and their respective governing bodies do not waive their governmental immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

7.09. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a 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. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

7.10. Other Interagency Agreements: All partners to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more partners to this agreement or other partners outside of this agreement. Such agreements shall not nullify the force and effect of this agreement.

7.11 Prior Agreements: Any and all prior agreements between the parties concerning substantially similar subject matters shall be of no further force and effect.

7.12. Disclosure And Custody of Student Records: The parties agree that any disclosure of student records that is made by School District to any other party or parties to this agreement, or employees or agents of any parties, shall be made only (1) to appropriate parties in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual, (2) when the disclosure is for the purpose of providing services to a student before adjudication, or (3) as the law may otherwise permit. Any such further disclosure shall be limited to instances where reasonable steps are taken with such third parties to preclude any improper further dissemination by such third party of information exchanged hereunder.

The parties also agree that, in the event that School District makes any disclosure of student records pursuant to this Agreement, the person requesting the records will sign a Certification form provided by School District which states that the records will not be disclosed to any other person or party, except as permitted by law and as necessary to carry out the purposes of this Agreement. Any individual routinely requesting records under this or any other agreement between the parties may sign one Certification to govern all records requested during any given one-year period. The

parties recognize that, the parties to this agreement qualify as a "law enforcement" or "social services" agency within the meaning of 20 U.S.C. § 1232g and 34 C.F.R. Part 99. The representatives of the Parties are also "School Officials" for purposes of sharing student information under FERPA. Therefore, this Agreement shall also serve to authorize said parties to provide for the routine disclosure of information among the Parties to this agreement. A model Certification for disclosure and custody of student records shall be developed by the parties and attached as Exhibit A and incorporated herein.

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and School District has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____ Date _____
Paul Weaver,
Mayor and President of the City Council

Attest: _____ Date _____
Nancy Bartholomew,
City Clerk

SCHOOL DISTRICT:

Albany County School District #1,

By: Janice Marshall Date 6/9/21
Janice Marshall, Board Chair

Attest: Jason Tangeman Date 6/22/2021
Jason Tangeman, Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LARAMIE, WYOMING AND THE ALBANY COUNTY SCHOOL DISTRICT #1 FOR SCHOOL RESOURCE OFFICERS 2016-2017