

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF LARAMIE, WYOMING AND THE UNIVERSITY OF WYOMING**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this 1st day of July, 2020, by and between City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), and the University of Wyoming, (hereinafter referred to as “University”), whose address is 1000 East University Avenue- Dept 3414, Laramie, WY 82071.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which certified City police officers and/or traffic control personnel provide additional law enforcement assistance to the University Police Department during the University’s 2020-21, 2021-22, and 2022-23 football and basketball seasons at each scheduled game held at the War Memorial Stadium and the Arena Auditorium. 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 MOU.** This MOU is effective for University’s 2020-21, 2021-22, and 2022-23 football and basketball seasons with an option to extend for the 2023-24 season. Each season will commence approximately (based on the home football game schedule) on September 1st, and will continue through April 30th, unless this MOU is otherwise terminated pursuant to the termination provision contained within this MOU.

4. **Payment.**

A. The University agrees to pay City the sum listed in the table below for each scheduled event for which law enforcement and/or traffic control services are provided.

	2020-21	2021-22	2022-23	2023-24(if the option year is extended)
4 Officers	\$ 1,303	\$ 1,342	\$ 1,382	\$ 1,423
8 Officers	\$ 2,605	\$ 2,684	\$ 2,765	\$ 2,847
12 Officers	\$ 3,909	\$ 4,027	\$ 4,148	\$ 4,272
Additional Officers	Actual OT Cost	Actual OT Cost	Actual OT Cost	Actual OT Cost

B. City shall submit an itemized invoice to University Athletics Department within forty-five (45) days upon the completion of University’s football season and within (45) days upon the completion of University’s basketball seasons for those additional law enforcement services described herein.

C. University shall pay City for such services within forty-five (45) working days from the receipt of City's itemized invoice.

5. **Responsibilities of University.**

A. Prior to each scheduled basketball or football game, the University Police Department shall make a request to City for the total number of City officers who will be needed to provide additional law enforcement assistance to University Police Department during each game held at the University's War Memorial Stadium or Arena Auditorium or other athletic facility as requested by the University. The City shall provide a sufficient number of officers for traffic as agreed upon between University of Wyoming Police Department and the Laramie Police Department, which will then be utilized inside the event when not actively involved with an assigned traffic detail. The University will request and the City will provide a minimum of four (4) officers for each basketball event that the University determines assistance will be needed and a minimum of twelve (12) officers for each football event. However, the University may request either eight (8) officers or twelve (12) officers for basketball events depending on anticipated fan attendance and may request more than twelve (12) officers for football events depending on anticipated fan attendance. Additionally, the University may request officers for special events (i.e. concerts, dignitary visits, etc.) when those needs arise. The University will request officers for these special events using the same protocol as the requests for basketball events.

B. University is not responsible for payment of City officers that provide traffic enforcement on City streets prior to and after University football and basketball games above and beyond those requested by the University Police Department.

C. It is not the intent of this MOU to create a special duty or special relationship between City Police Department and University Police Department pursuant to Wyo. Stat. Ann. 7-2-106 (b).

6. **Responsibilities of City.**

A. City agrees to provide the total number of officers requested by University in Paragraph 5 (A) to the extent the request does not entirely deplete its resources of available officers to respond to law enforcement requests within City jurisdiction by complying with University's request unless specifically authorized to do so by City Manager. If City determines that City officers are required to respond to law enforcement requests within City jurisdiction, University or City may request the assistance of other law enforcement agencies.

B. City shall determine which officers of the Laramie Police Department will be assigned to each request of University for additional law enforcement services to University Police Department. Officers of the Laramie 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 within the territorial jurisdiction of University for the purposes of performing the law enforcement assistance to University Police Department as described herein. Nothing in this MOU shall be interpreted to authorize any officer of the Laramie Police Department to exercise any power that the City is not authorized to exercise.

C. Assigned City officers of the Laramie Police Department shall perform the following additional law enforcement assistance to University Police Department:

1. During the time period in which assigned City officers are performing additional law enforcement assistance to University Police Department under this MOU, the assigned City officers shall be on-duty for City and will be performing their duties in accordance with rules and regulations of City's Police Department standard operating procedures. University Police Department may request specific law enforcement duties of assigned City officers as long as it has been approved by City Police Chief or designee and in compliance with the rules and regulations of city standard operating procedures and State law. At no time will an assigned City officer enforce University rules and regulations nor perform duties including but limited to taking admission tickets, verifying identification, handling monies or enforcing dress codes for University football or basketball games.

2. Assigned City officers shall report to University Police Department at the commencement of their assigned shift for duty assignments from University Police Department; however, City Police Chief or designee shall retain the authority to direct or redirect, at all times, any City assigned officers' duties and assignments.

3. City officers will be assigned to duties inside the event when not performing traffic control duties.

7. **General Provisions.**

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

B. **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 any action arising out of this MOU and over the parties, and the venue shall be the District Court of the Second Judicial District, Albany County, Wyoming.

C. **Entirety of Agreement.** This MOU, 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.

D. **Liability.** Any assigned City peace officer acting under this MOU 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, Wyo. Stat. 1-42-101 through 1-42-207. All privileges and immunities from liability, and all pensions, disability worker's compensation and other benefits which normally apply to assigned City peace officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU.

E. **Termination.** This MOU may be terminated, without cause, by either party upon thirty (30) day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

F. **Extension.** This MOU may be extended for the 2023-24 season upon agreement between the University Chief of Police or designee and the City Chief of Police or designee. Said agreement may be made via electronic communication.

G. **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.

H. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

I. **Sovereign Immunity.** University Police Department and City Police Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, 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 MOU.

J. **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 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 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.

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IN WITNESS WHEREOF, The Laramie City Council has caused this MOU to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and University through their duly authorized representatives has signed and executed this MOU, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Joe Shumway, Mayor and President of the City Council

Date

Attest: _____
Nancy Bartholomew, City Clerk

Date

APPROVED TO FORM:

Robert Southard, City Attorney

Date

UNIVERSITY OF WYOMING:

DocuSigned by:
By:  _____
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Tom Burman, Director of Athletics

4/10/2020

Date