

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF
COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING BY AND THROUGH
THE ALBANY COUNTY & PROSECUTING ATTORNEY'S OFFICE AND THE CITY
OF LARAMIE, WYOMING FOR VICTIM WITNESS SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made effective the 1st day of July 2021, by and between the Board of Commissioners of the County of Albany, Wyoming, a body corporate and political subdivision of the State of Wyoming (hereinafter referred to as "County"), by and through the Albany County Attorney's Office (hereinafter referred to as "CAO") whose address is 525 Grand Avenue, Suite 100, Laramie, Wyoming 82070 and the City of Laramie, a Wyoming municipal corporation, (hereinafter referred to as "City") whose address is P.O. Box C, Laramie, Wyoming 82073, and hereinafter collectively referred to as "Parties."

IN CONSIDERATION of the matters described below and of the mutual benefits and obligations set forth in this MOU the Parties agree as follows:

1. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Victim Witness Program of the CAO will provide services to victim/witness of all crimes charged in City Municipal Court and prosecuted by the City Prosecutor, pursuant to Wyo. Stat. § 1-40-201 through Wyo. Stat § 1-40-210.

2. Term of Contract. The term of this MOU from July 1, 2021 through June 31, 2022 unless this MOU is otherwise terminated pursuant to Paragraph 6.05 herein.

3. Payment. City agrees to pay County the sum of fifteen thousand dollars (\$15,000.00) for services as described in Paragraph 6 herein by September 30, 2021.

4. Responsibilities of CAO and City Prosecutor.

4.1. The Albany County & Prosecuting Attorney shall authorize the Victim Witness Program of CAO to assign Victim Witness Coordinators to provide services to City Prosecutor to the extent the request does not entirely deplete the resources of available Victim Witness Coordinators to respond and provide services to victims/witnesses of crimes charged into the Albany County District Court, Albany Circuit Court and Albany County Juvenile Court of the Second Judicial District unless specifically authorized to do so by the Albany County & Prosecuting Attorney. The Albany County & Prosecuting Attorney agrees to notify the City Prosecutor of any significant staff changes with the Victim Witness Program of CAO which results in Victim Witness Coordinators being unavailable to provide services under this MOU. If the Albany County & Prosecuting Attorney determines that the Victim Witness Program of CAO is unable to provide the assigned Victim Witness Coordinators as contemplated herein for a substantial period of time, the Parties shall, in good faith, negotiate a resolution.

4.2. Victim Witness Program of CAO shall determine which Victim Witness Coordinators will be assigned to a victim/witness of a crimes charged into the City Municipal

Court and prosecuted by the City Prosecutor. The City Prosecutor may consult with the VictimWitness Program of CAO related to assignment of the coordinators designated herein, however, the Victim Witness Program of CAO shall have absolute discretion to appoint coordinators to a victim/witness of crime served by the Victim Witness Program of CAO, as it determines appropriate. Coordinators with the Victim Witness Program of CAO who are assigned and performing duties pursuant to this MOU are subject to the direction and control of Albany County & Prosecuting Attorney. Nothing in this MOU shall be interpreted to authorize any coordinator of the Victim Witness Program of CAO to exercise any power that it is not authorized to exercise.

4.3. City Prosecutor or their staff shall communicate with Victim Witness Coordinators of Victim Witness Program of CAO on a regular basis to provide information and updates on criminal cases to assist Victim Witness Coordinators to provide the services as outlined in Paragraph 6 herein.

4.4. Victim Witness Program of CAO, its staff and Victim Witness Coordinators agree to maintain confidentiality as to law enforcement reports received by coordinators of Victim Witness Program of CAO from L.A.R.C. and any providing agency, except where allowed by law to be disseminated to assist victims of misdemeanor and traffic cases seeking compensation, or in the instance where dissemination of information is detrimental to the investigation, case, or safety of victims and witnesses, as authorized by the City Prosecutor.

4.5. All information or documentation provided to Victim Witness Program of CAO, its staff and Victim Witness Coordinators by City Prosecutor relating to victim/witness of crimes being served by the Victim Witness Program of CAO and in the prosecution of the underlying criminal case is confidential and attorney client privileged. Victim Witness Program of CAO, its staff and Victim Witness Coordinators agree to maintain the confidentiality and attorney privilege of all information/documentation including email transmissions and verbal communications received by Victim Witness Coordinators of Victim Witness Program of CAO from City Prosecutor related to the victim/witness of crimes being served by the Victim Witness Program of CAO and in the prosecution of the underlying criminal case. Further, Victim Witness Program of CAO shall be responsible for the internal security and safekeeping of such confidential information. Victim Witness Program, its staff, and Victim Witness Coordinators may not discuss or disclose any of this confidential information/documentation in any manner at any time with any person not entitled to have access. This shall include but not be limited to: family members, spouse, friends, fellow employees not involved in the case, etc. If at any time there are questions about who may have access to such information Victim Witness Program of CAO, its staff and Victim Witness Coordinators shall seek clarification from City Attorney.

4.6. The Albany County & Prosecuting Attorney agrees to provide the City Prosecutor and their staff access to the CAOs case management system (Judicial Dialog) for the purpose of assisting the Victim Witness Program of CAO to perform its services as outlined in Paragraph 6 herein.

4.7. Victim Witness Program of CAO will obtain police reports from Laramie Police Department and Albany County Sheriff's Office from HTE Superion NaviLine System. Police reports from the University of Wyoming Police Department will be obtained from the City Prosecutor.

5. **Services of Victim Witness Program of CAO.** The Victim Witness Coordinators of the Victim Witness Program of CAO shall provide the services outlined in Attachment A to City Prosecutor.

6. **General Provisions**

6.1. **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.

6.2. **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 Second Judicial District of Albany County, Wyoming.

6.3. **Entirety of MOU.** This MOU, consisting of five (5) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral, including but not limited to that certain.

6.4. **Liability.** Victim Witness Coordinators acting under this MOU shall be deemed to be acting within the scope of their 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 Victim Witness Coordinators while in the performance of their duties under City and/or Victim Witness Program of CAO shall also apply to them when acting pursuant to this MOU.

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

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

6.7. **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.

6.8. Sovereign Immunity. The parties 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.

6.9. 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 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.

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


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IN WITNESS WHEREOF, the County has caused this Agreement to be signed and executed in its behalf by its Chairperson, and duly attested by its County Clerk, and 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 the day and year corresponding to their signatures below.

BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING:

By: 
Pete Gosar, Chairperson

04/06/2021
Date

Attest: 
Jackie R. Gonzales, County Clerk

April 6, 2021
Date

CITY OF LARAMIE, WYOMING:

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

Date

Attest: _____
Nancy Bartholomew, City Clerk

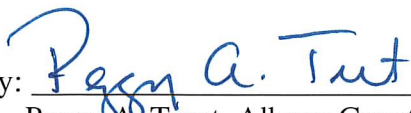
Date

CITY OF LARAMIE ATTORNEY'S OFFICE

Robert Southard, City Attorney

Date

ALBANY COUNTY ATTORNEY'S OFFICE

By: 
Peggy A. Trent, Albany County &
Prosecuting Attorney

04-06-2021
Date



JACKIE R. GONZALES

ALBANY COUNTY CLERK

525 GRAND AVE ROOM 202 · LARAMIE, WYOMING 82070

(307) 721-2541 · FAX (307) 721-2544

JGONZALES@CO.ALBANY.WY.US

April 8, 2021

City of Laramie
Attn: Nancy Bartholomew, City Clerk
PO Box C
Laramie, WY 82073

Subject: Memorandum of Understanding between the Board of Commissioners of the County of Albany, Wyoming by and through the Albany County & Prosecuting Attorney's Office and the City of Laramie, Wyoming for Victim Witness Services

Dear Nancy:

Please find the above referenced MOU signed by Chairperson Pete Gosar on April 6, 2021. Please sign, retain a copy for your records and return the original to the address listed above. If you have any questions, please feel free to contact me at 307-721-5517.

Sincerely,

Kayla White
Albany County Deputy Clerk

Enclosure