

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ALBANY, WYOMING,
THE ALBANY COUNTY SHERIFF'S OFFICE AND
THE CITY OF LARAMIE
FOR HOUSING OF MUNICIPAL INMATES**

1. **Parties.** This Memorandum of Understanding ("MOU") is made effective July 1, 2020, between the Board of Commissioners of the County of Albany, Wyoming, a body corporate and political subdivision of the State of Wyoming ("County"), the Albany County Sheriff's Office ("Sheriff") whose address is 525 Grand Avenue, Suite 101, Laramie, Wyoming 82070, and the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City") whose address is 406 Ivinson Avenue, Laramie, Wyoming 82070 (individually or collectively referred to as "Party" or "Parties").

RECITALS

WHEREAS, on August 26, 1992, County, Sheriff and the Jail/Communications Center Joint Powers Board (Board) and the City entered into a financing MOU for the construction of a facility which would contain a new county jail as well as a communications and records center to be used by County and City. As part of the MOU, the County and Sheriff agreed that they would not charge City for the care, incarceration, board, medical expense or any other expense associated with any inmate who is housed at the Albany County Jail in exchange for the City pledging \$328,700 per year of its mineral royalty income for 10 years to support an issue revenue bonds in the amount of \$2.4 million to be used to fund the shortfall in the construction of the Jail\Joint Communication and Record Center. The City and County have complied with all financing provisions. The provisions of the MOU as it relates to the housing of inmates at the jail at no cost is set to expire July 1, 2020 unless there is affirmative action by the County to revoke this MOU.

WHEREAS, the County is the owner of the jail, known as the Albany County Detention Center ("ACDC"), located at 420 Ivinson in Laramie, Albany County, Wyoming.

WHEREAS, pursuant to Wyo. Stat. § 18-3-603, the Sheriff has charge of the ACDC and the inmates confined in Albany County, and subject to approval by County, Sheriff may contract with the City pursuant to Wyo. Stat. § 18-6-316 for the housing of inmates charged or sentenced for municipal ordinance violations in the County jail.

WHEREAS, due to the 1992 MOU reaching the end of its express terms, County and Sheriff desire to charge a fee for the housing of municipal inmates.

WHEREAS, the City has a need for inmates charged or sentenced for municipal ordinance violations to be held in the ACDC.

NOW, THEREFORE, the Parties hereby agree as follows:

2. Purpose of Contract. The purpose of this MOU is to outline the terms for housing municipal inmates in the custody of Laramie Police Department (LPD) or sentenced by the City Municipal Court who are charged with or convicted of a violation of a City ordinance in the ACDC.

3. Duration of MOU. The obligations of this MOU begin on July 1, 2020, for any Municipal Court inmate charged or sentenced on or after July 1, 2020, and terminate on June 30, 2025, unless earlier terminated by written agreement of all Parties.

4. Payment. In return for the services as outlined in Paragraph 5, the City will be charged for each municipal inmate under the following conditions:

4.01. City shall be billed the daily rate of \$75.00 per day for every twenty- four (24) hour period each municipal inmate is housed at the ACDC. The City will not be billed for the date that the municipal inmate is discharged from the ACDC.

4.02. City shall be billed at a reduced rate of \$40.00 for each municipal inmate brought into the ACDC where only a picture, fingerprint card(s) and a booking card are required, and the inmate is then released within less than twelve (12) hours.

4.03. Should the ACDC obtain videoconferencing for arraignments in Municipal court for municipal inmates, the Sheriff will provide security for inmates to appear via said videoconferencing.

4.04. Sheriff shall prepare and submit original and separate invoices each month to City, directed to the person, office and address specified by City. Each invoice shall contain: the name of each inmate, citing law enforcement agency, specific dates of detention, the total days, either full or partial, to be reimbursed, the per diem rate, and the total amount billed (total days multiplied by the rate per day) and citation number for each inmate.

4.05. Invoice billing shall be completed during the first week of the month. Payment will be due for services rendered by Sheriff on the tenth day of the following month after the invoice date. The date of the check issued in payment shall be considered to be the date payment is made.

4.06. If the municipal inmate is arrested on warrants from City, Circuit or District Court, or is serving a concurrent sentence in Circuit or District Court with the City sentence, the City will be not charged any of the fees described herein. If the period of incarceration on the City warrant or City sentence extends beyond the other Courts warrants or sentence, the City will be responsible for the fees as set forth in paragraphs 4.01. and 4.02. above.

4.07. The County will charge the normal costs to a municipal inmate as follows:

4.07.01. A \$5.00 fee for personal hygiene items including soap, shampoo, deodorant, toothbrush, toothpaste and a comb unless booked and released.

4.07.02. With a Municipal Court Order, a \$98.00 per diem fee paid in advance by the municipal inmate for that particular municipal inmate to serve his/her sentence in any manner that is not straight consecutive days.

4.08. The City will not be charged a fee for any municipal inmate that is convicted of a charge that was cited by the University of Wyoming Police Department. If the Laramie Police Department, Albany County Sheriff's Office, or Wyoming Highway Patrol arrests a person for a Municipal Court Warrant, the per diem rate shall apply for the length of incarceration of that person.

4.09. Any damage to the ACDC incurred as a direct result of any municipal inmate in the ACDC shall be considered usual costs incidental to the operation of the ACDC and part of the costs reimbursed by the fixed per diem rate for housing the municipal inmate. Sheriff reserves the right to criminally charge a municipal inmate with a new criminal offense and be responsible for said damages.

4.10. Sheriff agrees to maintain adequate staffing levels to ensure safe and orderly operation of the ACDC.

4.11. The City shall have the right to examine and audit all records of the ACDC and other evidence sufficient to reflect any cost billed to the City under this MOU. The County shall make all records available for examination within ten business (10) days of request by City in order to verify any costs being billed to the City. Any amount in dispute shall remain pending and unpaid until verified by City.

5. Responsibilities of Sheriff.

5.01. It shall be the responsibility of Sheriff to house municipal inmates in the ACDC for the per diem rate as outlined in Paragraph 4. Said housing shall include the responsibility of transport of municipal inmates from the ACDC to the Municipal Court for Court settings, such as arraignments, trials, sentencing, probation revocations, and similar court settings, and then back to the jail upon the conclusion of said court proceedings. Sheriff may utilize video technology for all hearings, except trials, in lieu of transporting prisoners to Municipal Court and will provide a location where hearings may occur with legal counsel present.

5.02. Sheriff shall provide municipal inmates care and treatment including the furnishing of subsistence and routine and emergency medical care, provide for their physical needs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that sentences and orders of the Municipal Court are faithfully executed, provide reasonable legal access and otherwise comply with applicable law.

5.03. The Sheriff shall ensure that the ACDC is secure and safe meeting the requirements of any applicable Wyoming State standards for the detention of population not to exceed the maximum number of adults allowed by the certifying authority.

5.04. Sheriff will accept at the ACDC the posting of bonds by municipal inmates at all times when the Municipal Court Office is closed to walk-up customer service.

5.05. Booking or intake of a municipal inmate in the detention center shall include the following:

- 5.05.01.** Fingerprinting;
- 5.05.02.** Photographing;
- 5.05.03.** Strip searched if not bonded out and if the underlying offense dictates such;
- 5.05.04.** Changing into a jail uniform if not bonded out;
- 5.05.05.** Receiving an inmate number; and
- 5.05.06.** Being transferred to an assigned cell, if not bonded out.

5.06. The Sheriff agrees to all inspections of the ACDC at any time by LPD or City. City or LPD shall communicate to Sheriff any concerns the City or LPD may have with the operations or conditions of the facility.

5.07. Sheriff shall provide City or LPD with all incident reports, involving municipal inmates who commit criminal acts while incarcerated in the ACDC and any other reports, as requested.

5.08. Sheriff's medical provider at the ACDC will provide routine health care screenings at intake for municipal inmate. Sheriff's medical provider shall provide on-site nursing services for sick call, to facilitate medications, and for minor medical care not requiring a physician's attention. Sheriff will ensure that provisions are made for emergency services for each municipal inmate, outside of the routine and non-emergency health care provided by Sheriff's medical provider. For specialized medical appointments within Albany County, Sheriff will provide transportation. Specialized medical appointments outside of Albany County will be facilitated by Sheriff. Sheriff shall be entitled to recoup medical costs from municipal inmates in any manner as provided by Wyoming law.

5.09 In the event a municipal inmate is in need of medical care, the ACDC shall submit a preauthorization for those costs to the City. The City shall only be responsible for medical costs approved in writing by the City in a preauthorization approval. In the event medical costs are incurred for a municipal inmate without the City's written preauthorization, the City will not be responsible for reimbursement of those costs.

5.10. All municipal inmates shall be subject to ACDC rules and guidelines concerning assignment to work and/or training programs. Any infraction a municipal inmate may result in disciplinary action by Sheriff or criminal charges

6. General Provisions.

6.01. Amendments. This MOU may be amended only by a separate written agreement signed by all parties, which specifically states it is amending this MOU.

6.02. Interpretation. 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, Albany County, Wyoming.

6.03. Entirety of MOU. This MOU, consisting of eight (8) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

6.04. Liaison and Notice. All notices arising out of, or from, the provisions of this Funding MOU shall be in writing and given to all parties at the address provided under this MOU, either by regular mail, facsimile, e-mail, or delivery in person.

6.04.01. County's designated representative is Sheriff Aaron Appelhans, Albany County Sheriff, whose address is 525 Grand Ave, Suite 101, Laramie, Wyoming 82070; email: aappelhans@co.albany.wy.us; telephone number (307) 755-3520.

6.04.02. City's designated representative is Janine Jordan whose address is P.O. Box C, Laramie, Wyoming 82073; email: jjordan@cityoflaramie.org; telephone number: (307) 721- 5226.

6.04.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g., UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

6.05. Force Majeure. Neither party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

6.06. Applicable Laws/Equal Employment Opportunity. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990.

6.07. Assignment. Without prior written consent of the other party, neither party may assign this MOU. This MOU shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.

6.08. Governmental Claims. Any actions or claims against the City, County Sheriff or County under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

6.09. Indemnification. Each Party shall assume responsibility for any liability resulting from any of the acts of its employees provided under this MOU.

6.10. 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.

6.11. Sovereign Immunity. The Parties hereto do not waive their sovereign or governmental immunity by entering into this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

6.12. 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.

6.13. Legal Authority. Each party to this MOU warrants that it possesses the legal authority to enter into this MOU and has taken any actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind to its terms. The person(s) executing this MOU on behalf of a Party warrant that such persons have full authorization to execute this MOU.

6.14. Compliance with Law. Sheriff shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this MOU.

6.15. Confidentiality and Publicity. All documents, data compilations, reports, computer programs, photographs and any other work provided to or produced by the Sheriff in the performance of this MOU shall be kept confidential by the Sheriff unless written permission is granted by City for its release or mandated by the State public records act for its release. Any publicity given to the program or services provided herein, including, but not limited to notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sheriff, shall identify the City and shall not be released without prior written approval from the City.

6.16. Kickbacks. Sheriff certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this MOU. Sheriff shall provide County with a certification under oath that he has not in any way been involved in any gratuities,

kickbacks or contingent fees in connection with his selection or ultimate performance under this MOU. If the Sheriff breaches or violates this warranty, County may, at its discretion, terminate this MOU without liability to County, or deduct from the MOU price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

6.17. Compliance with Laws. Sheriff shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

6.18. Time is of the Essence. Time is of the essence in all provisions of the MOU.

6.19. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.

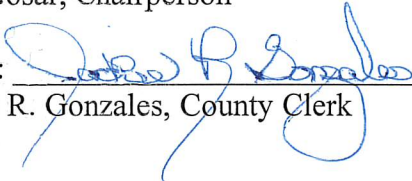
6.20. Waiver. The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach.

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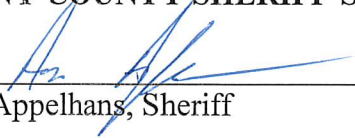
IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU the day and year first written above, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING:

By: 
Pete Gosar, Chairperson

Attest: 
Jackie R. Gonzales, County Clerk

ALBANY COUNTY SHERIFF'S OFFICE

By: 
Aaron Appelhans, Sheriff

CITY OF LARAMIE, WYOMING:

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

Attest: By: _____
Nancy Bartholomew, City Clerk