

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LARAMIE AND
ALBANY COUNTY FOR OPERATIONAL PROTOCOLS RELATIVE TO THE
LARAMIE ALBANY COUNTY RECORDS AND COMMUNICATIONS CENTER**

- 1) **Parties.** This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into by and between the City of Laramie, Wyoming, a municipal corporation, (hereinafter referred to as the “City”), whose address is 406 Iverson Avenue, Laramie, Wyoming 82070 and the Board of Commissioners of the County of Albany, Wyoming, a body corporate and politic (hereinafter referred to as “County”), whose address is 525 Grand Avenue, Room 204, Laramie, Wyoming 82070.
- 2) **Purpose.** The purpose of this MOU is to provide for the funding and operation of the Laramie/Albany County Records and Communications Center (LARC) and to provide for the reorganization of LARC upon the dissolution of the LARC Joint Powers Board.
- 3) **Definitions.**
 - a) “LARC” is the acronym for the Laramie/Albany County Records and Communications Division.
 - b) “Center” means the records/communications center, including personnel, furniture, fixtures, equipment, operations, and physical facility when the context requires.
 - c) “Allied Agencies” means the primary agencies served by the Center. Currently Allied Agencies include the Albany County Sheriff’s Office, the Laramie Police Department, the Laramie Fire Department, and any other City or County agencies currently using Center services. If agreed by the County and City, and upon agreement to pay a proportionate share of Center costs and expenses, other agencies may become Allied Agencies.
 - d) “Equipment” means equipment in the Center, not including mobile equipment in cars or hand held units.
 - e) “Dispatch” includes a variety of duties and activities involved in receiving, handling, and relaying requests for emergency services and dispatching emergency medical, police, fire, sheriff, and other services.
- 4) **Term of MOU.** This MOU shall commence upon the day and date last signed (Effective Date) and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for a term of two (2) years from the Effective Date. After the initial term, this MOU shall remain in force from year to year (beginning on the anniversary of the Effective Date) until terminated by either party at least 90 days in advance of the end of the then-current year.
- 5) **Payment.** The parties agree that the LARC Division will be operated by the City, as a Division within the Police Department, with input by an advisory board, and housed in a building which will be owned by the County. The LARC Division will be funded by both the City and County according to provisions of this MOU, beginning on the Effective Date.

6) **Creation of LARC Advisory Board.** As of the Effective Date the LARC Advisory Board is created, with authority:

- a) To make policy for Center operating procedures as the Board may deem necessary from time to time.
- b) To investigate and recommend equipment and software changes, replacements, and enhancements.
- c) To prepare a recommended Center budget, which shall be delivered to the City and County as requested and in a timely manner each year.
- d) The LARC Operating MOU may be amended as necessary following the procedure in 11.a. below.
- e) The LARC Advisory Board will have the responsibility for final approval of any operational policies and procedures affecting the Center, if any policies created by the Chief of Police which apply to any Allied Agencies are ever disputed. Note: Personnel policies and procedures, including but not limited to scheduling, employment actions (such as testing, promotion, demotion, discipline, termination, enforcement of polices and rules), assignments, supervision, rates of pay, benefits, job classification, and staffing levels may be recommended by the LARC Advisory Board but are ultimately decided by the City or directed by Civil Service Rules and they might apply.

7) **Responsibilities of City.**

- a) Dispatch/communication service for City and County agencies which are currently dispatched by LARC, which are the Albany County Sheriff's Office, Laramie Fire Department, Laramie Police Department, and Rural Fire Departments. Mutual aid dispatching is included. Other minor services, such as under the Sheriff's agreement with the U.S. Forest Service, will be included.
- b) E-911 service.
- c) Records service for the Albany County Sheriff's Office and for the Laramie Police Department, Laramie Fire Department, and EMS services administered by the Laramie Fire Department.
- d) Personnel administration for records and communications employees.
- e) Dispatch/communication, records service, or both for other agencies, with the agreement of the City and County.
- f) General administration of the Center, including but not limited to:
 - i) Equipment maintenance, replacement, repairs, for all electronic equipment, computers and peripherals, furniture, fixtures, supplies, within agreed budget limitations.
 - ii) Recommendations concerning changes in equipment, electronic equipment, computer hardware, software, as necessary or convenient in the City's opinion to the efficient operation of the Center, within agreed budget limitations.
 - iii) Cooperation with the County in preparation of a proposed budget for the Center.
 - iv) The records personnel of the Center will be responsible for transcription, filing, and

storage of public safety and law enforcement records of the Allied Agencies.

- g. The Records Unit of the Center will be responsible for the release of all records generated by the Allied Agencies and designated for storage at the Center. The Center will not be responsible for any unauthorized release of records by personnel of the Allied Agencies. It is the responsibility of each Allied Agency to govern the release of records by its own personnel. The agency which originates records remains responsible to have an adequate policy concerning access to those records and use thereof, and to inform the Center of that policy.
- h. Each agency shall have a written procedure notifying the Center of the names and telephone numbers of persons who are authorized to handle requests for records held at the Center. For purposes of the Public Records Act, the custodian of each agency's records shall remain a member of that agency.
- i. Each Allied Agency will retain its own responsibility for releasing, disclosing, or withholding records held at the Center. Decisions concerning releasing, disclosing, or withholding records shall be made by the individual Allied Agencies, not by the Center employees.
- j. If the Center runs out of archive space, each Allied Agency shall be responsible for moving and archiving its own records.
- k. Access to records via computer terminal is limited to persons who are authorized by law to have access. An access hierarchy shall be established by the Center. Each agency shall furnish the Center with a list of persons who are authorized through that agency to have computer access to its files. Each authorized user shall be given a password by the Center and shall be held accountable for maintaining confidentiality of that password.

8) **Responsibilities of County.**

- a) The County will not charge rent for use of the Center. If another agency, other than the City or County, becomes an Allied Agency and uses Center dispatch or records services, that agency may be required to pay a share of the costs and a reasonable rental.
- b) The County agrees to keep the building in reasonable repair and to furnish habitable space of not less than the current area for the Center.
- c) The County agrees to cover the value of the Center's property and equipment under its liability and property insurance policy.

9) **Ownership of LARC Property.**

- a) As of the Effective Date, all furniture, fixtures, supplies, equipment, interior furnishings, and other property of the dissolved LARC Joint Powers Board, whether attached to the premises or unattached, will become the working property of the Center. If this MOU is terminated or if this provision is judicially declared invalid, then all LARC property, including property purchased with E-911 money, will be divided by the City and County

in an amount in proportion to the relative contribution of the City and County based upon an average of their relative contributions during the five fiscal years next preceding dissolution.

10) Operating and Administering the Center.

- a) The Center shall establish operating procedures concerning reports, records, and dispatch procedures, which each agency is responsible to follow. The Center is not required to accept reports and records which are not in correct format, nor is the Center responsible to assure that agency employees make reports in a timely manner.
 - i) The Center shall budget for these items attributable to its use of the physical facilities:
 - (1) Electricity used by the Center.
 - (2) Water used by the Center.
 - (3) Sanitary sewer used by the Center.
 - (4) Natural gas used by the Center.
 - (5) Repairs to building systems used by the Center.
 - (6) Exterior maintenance and repair of the building and grounds.
 - b) If the Center's actual use cannot be isolated by separate metering or separate charges, the Center's use is presumed to be in proportion to the space which it occupies in the building. The Center shall budget for liability and property damage insurance according to the risk attributable to the Center's being in the building. The amount the Center shall pay for property damage insurance is agreed upon at 9% of the County's insurance bill from the Wyoming Association of Risk Management (WARM). The Center shall budget for any other overhead items directly attributable to the Center, in proportion to the Center's use of those items. Items budgeted under this paragraph and assignable to the Center shall be paid to the County or to the supplier/contractor, as appropriate.
 - c) The City and County will share the cost of operating and administering the Center.
 - i) The County agrees that it will budget for and expend each year the County's agreed share of the cost of operating and administering the Center (including salaries, furniture, fixtures, supplies, equipment, replacements, upgrades, depreciation, reserves, training, payroll burdens, and all other direct and indirect costs budgeted by the City). Until changed by mutual agreement of the County and the City, the County's agreed upon share of operation, administration, and overhead costs of the Center is 20% of the total actual cost to operate LARC Division each fiscal year.
 - ii) The County will be provided notice of the maximum amount billable under this agreement for the fiscal year each May based on the recommended Center budget. The County will be billed for the agreed upon cost share using actual Center expenditures during the fiscal year. The City will process this billing annually in October or when fiscal year expenditures are finalized.
 - (1) The actual cost of operating LARC will be fund based, in which any contra accounts shall not be included in the final operating costs.
 - (2) The amount paid by the City for the liability and property insurance premium will be excluded from the County's share of the Center's operating costs, given that equipment is jointly owned by the Center and the County is fully covering Center property in its liability and property damage insurance policy.

- (3) Depreciation will not be included in the actual cost of operating LARC.
- (4) The recognition of expenses associated with accrued vacation and compensatory leave and GASB 68 pension accounting adjustments will not be included in the actual cost of operating LARC.
- d) If either party refuses or fails for any reason to appropriate, or to pay its share of Center expenses, in full when due, the Center may discontinue providing selected services to the defaulting party such as access to non-emergency computer and records services, until the default is cured. The parties do not intend this subparagraph to be used in a manner which jeopardizes public emergency services.
- e) All 911 funds received from third parties will remain in the 911 fund. Those funds may be included for expenditure according to law (W.S. 16-9-105(b) restricts the use of E-911 funds).
- f) Funds collected from the charge imposed pursuant to this chapter shall be spent solely to pay for the equipment and service costs, installation costs, maintenance costs, monthly recurring charges and other costs directly related to the continued operation of a 911 system.
- g) The LARC Advisory Board has the authority to appropriate and approve the use of 911 funds.

11) **General Provisions**

- a) **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed, and signed by all parties to this MOU. The parties may amend this MOU, provide for other methods of providing records and communications services, or maintain separate records and communications services by mutual agreement at any time. Mutually agreed modifications, unless otherwise specifically agreed at the time, shall not be effective until 90 days after agreement is reached.
- b) **Termination of MOU.** This MOU may be terminated upon ninety (90) days written notice, which notice shall be delivered by hand or by certified mail by either party if the other part substantially fails to perform. It may be terminated at any time by mutual agreement of the parties. After the initial term, this MOU shall remain in force from year to year (beginning on the anniversary of the Effective Date) until terminated by either party at least 90 days in advance of the end of the then-current year.
- c) **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, Albany County, Wyoming.
- d) **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- e) **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved by the City and County and Attested as

prescribed by law.

- f) **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.
- g) **Sovereign or governmental Immunity.** The County and City do not waive their sovereign or governmental 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.
- h) **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.
- i) **Availability of Funds.** This MOU does not bind the City or the County to incur any cost, accrue any debt, or expend any money which would be in excess of limits prescribed by law.

12) **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

ALBANY COUNTY COMMISSIONERS

THE CITY OF LARAMIE

By: _____
Pete Gosar, Chairman

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

Date: _____

Date: _____

Attest: _____
Jackie R. Gonzales, County Clerk

Attest: _____
Nancy Bartholomew, City Clerk

Date: _____

Date: _____