

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE GILLETTE POLICE DEPARTMENT
AND THE NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT
POLICE DEPARTMENT**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Gillette Police Department, whose address is 201 E. 5th St. Gillette WY, 82716, hereinafter GPD, and the Northern Wyoming Community College District, whose address is 300 West Sinclair, Gillette, WY 82718, on behalf of the Northern Wyoming Community College District Police Department hereinafter NWCCD PD.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which certified peace officers of the NWCCD PD may, pursuant to Wyo. Stat. Ann. § 7-2-106(b) provide law enforcement assistance within a specific portion of the territorial jurisdiction of the Gillette Police Department, namely the campus of the Gillette College designated on the attached Exhibit A and at other locations within Gillette at official functions of the College, such as sporting events.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and approval by their the governing bodies and shall remain in full force and effect for not longer than one (1) month beyond the current term of office of the participating chief of police. This MOU may be terminated, without cause, by either party upon 180 days_written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. Payment. Each agency will be responsible for paying the costs of salaries, benefits, lodging and meals for their own personnel.

5. Responsibilities of Gillette Police Department. The GPD has the primary role in the provision of law enforcement services within Gillette and will cooperate with and assist the NWCCD PD in the delivery of law enforcement services pursuant to the terms of this agreement.

6. Responsibilities of Northern Wyoming Community College District Police Department. The NWCCD PD will provide law enforcement services within the campus of the Gillette College and on adjoining City streets, and at other locations within Gillette at functions sponsored by the College, such as sporting events, through the employment of duly authorized members of the NWCCD PD police force who have qualified pursuant to Wyo. Stat. Ann § 9-1-701 through 9-1-707, who will have the authority and jurisdiction to cite individuals for violations of Gillette ordinances into the Gillette Municipal Court.

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 Sixth Judicial District, Campbell County, Wyoming.

C. Entirety of Agreement. This MOU, consisting of 4 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Liability. Pursuant to Wyo. Stat. Ann. § 7-2-106(c), any 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 state self-insurance program, Wyo. Stat. Ann. § 1-41-101 through 1-41-111, or the local government self-insurance program, Wyo. Stat. Ann. § 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 peace officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU. For purposes of Wyo. Stat. Ann. § 27-

14-104, the requesting and assigning law enforcement agencies shall be a joint employer as defined under Wyo. Stat. Ann. § 27-14-102(a)(xix) and the designated peace officer shall be a joint employee as defined under Wyo. Stat. Ann. § 27-14-102(a)(xxi).

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 Immunity. The Gillette Police Department and the City of Gillette, and the Northern Wyoming Community College District and the Northern Wyoming Community College District 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.

H. 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.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and 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.

Gillette Police Department

Jim Hloucal, Chief of Police

Date

Tom Murphy, Mayor of the City of Gillette

Date

Northern WY Community College District/Gillette College

Jason Vela, NWCCD PD Chief of Police

Date

Dr Mark Englert, Gillette College CEO/Vice President

Date