

**MEMORANDUM OF UNDERSTANDING
BETWEEN CAMPBELL COUNTY SHERIFF'S OFFICE
AND GILLETTE POLICE DEPARTMENT
CAM-PLEX**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Campbell County Sheriff's Office ("CCSO"), whose address is 600 W. Boxelder Road, Gillette, Wyoming, and the Gillette Police Department ("GPD"), whose address is 201 E. 5th Street, Gillette, Wyoming.

RECITALS:

WHEREAS, the Sheriff, as the County's chief law- enforcement officer, has jurisdiction anywhere in the county, including municipalities and provides assistance and support to all local law-enforcement agencies; and

WHEREAS, the Gillette Police Department has the primary role in providing law-enforcement services within its territorial jurisdiction, the incorporated limits of the City of Gillette, Wyoming; and

WHEREAS, the City of Gillette is anticipating the annexation of a specific tract of land owned by the Campbell County Public Land Board, known as Cam-Plex; and

WHEREAS, the Sheriff has historically provided law enforcement services specific to the needs of Cam-Plex during major events; and

WHEREAS, the parties are desirous of continuing the same level of law-enforcement services historically provided to Cam-Plex during these events;

NOW, THEREFORE, it is hereby agreed as follows:

1. **Duration of MOU.** This MOU is effective upon the day and date last signed and executed by the Campbell County Commissioners and Gillette City Council and shall remain in full force and effect for not longer than one (1) month beyond the current term of office of Sheriff William H. "Bill" Pownall and/or employment of Police Chief, Jim Hloucal. This MOU may be terminated, without cause, by either party upon one hundred eighty (180) days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which CCSO will provide law enforcement services as requested by the Campbell County Public Land Board, Cam-Plex Personnel and/or the GPD at Cam-Plex upon its annexation into the incorporated limits of the City of Gillette.

3. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.

4. **Responsibilities of CCSO.** CCSO will continue to provide the same level of law-enforcement services it currently provides during major events at Cam-Plex upon request of the Campbell County Land Board, Cam-Plex personnel and/or GPD.

5. **Responsibilities of GPD.** GPD, in accordance with the Agreement for Joint and Co-operative Action, third amendment, will provide the primary role of law-enforcement services to the Campbell County Land Board at Cam-Plex through the enforcement of city ordinances and Title Seven (7) of the Wyoming Statutes, where appropriate.

6. **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 three (3), 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. § 7-2-106(c) (2004), 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. § 1-41-101 through 1-41-111, or the local government self-insurance program, 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 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. § 27-14-104, the requesting and assigning law enforcement agencies shall be a joint employer as defined under Wyo. Stat. § 27-14-102(a)(xix) and the designated peace officer shall be a joint employee as defined under Wyo. Stat. § 27-14-102(a)(xxi).

E. **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.

F. **Sovereign Immunity.** The Campbell County Sheriff's Office and the Gillette 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.

G. 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.

7. **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.

CAMPBELL COUNTY SHERIFF'S OFFICE



WILLIAM H. "BILL" POWNALL,
CAMPBELL COUNTY SHERIFF

12/5/13

Date



DAN COOLIDGE, CHAIRMAN
CAMPBELL COUNTY BOARD OF COMMISSIONERS

12-3-13

Date

GILLETTE POLICE DEPARTMENT

JIM HLOUCAL
POLICE CHIEF

Date

JOHN OPSETH, MAYOR
CITY OF GILLETTE

Date