

**INTER-AGENCY AGREEMENT BETWEEN CITY OF LARAMIE,
WYOMING, COUNTY ATTORNEY’S OFFICE OF ALBANY, WYOMING,
WYOMING DEPARTMENT OF FAMILY SERVICES AND THE ALBANY
COUNTY SCHOOL DISTRICT #1 FOR EXCHANGE OF JUVENILE
INFORMATION**

1. Parties. This Inter-Agency Agreement (hereinafter referred to as “Agreement”) is made and entered into this ____ day of November, by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address is 406 Ivinson Street, Laramie, Wyoming 82070, the County Attorney’s Office of Albany, Wyoming (hereinafter referred to as “County Attorney”), whose address is 501 Grand Avenue, Suite????, Laramie, Wyoming 82070, the Wyoming Department of Family Services (hereinafter referred to as “DFS”), whose address is Grand Avenue, Laramie, Wyoming 82070 and the Albany County School District #1, (hereinafter referred to as “School District”), whose address 1948 Grand Avenue, Laramie, Wyoming 82070.

WHEREAS, Parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children already involved in the juvenile justice system;

WHEREAS, Parties desire a maximum degree of long range cooperation and administrative planning in order to provide for the safety and security of the community and its children;

WHEREAS, Parties are committed to improving services to, children in the juvenile justice system through sharing information, eliminating duplication of services and coordinating efforts;

WHEREAS, Parties mutually agree that sharing resources, where feasible, may result in improved coordination;

WHEREAS, Parties understand that certain roles in serving children and youth are required by law, and that these laws shall serve as the foundation for defining the role and responsibility of each participating Party;

WHEREAS, Parties mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and consistent with, governing State and Federal laws; and

WHEREAS, Parties, in the interest of providing coordinated services to children have reached certain understandings, permitted by law, which they have reduced to writing.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

3. **Purpose.** This agreement allows for the exchange and release of confidential information among the Parties as permitted by Federal and State law according to the terms and conditions outlined herein

4. **Term of Contract.** The term of this MOU is for the academic school years of 2007/2008 commencing on November 26, 2007 through June 5, 2008.

5. **Responsibilities of City Police Department.**

5.01. **Designation & Jurisdiction of School Resource Officers.** City agrees to designate certified City police officer(s) as School Resource Officers under the terms and conditions to be negotiated under a separate agreement with School District. Further, City has entered a separate agreement with the Sheriff's Office of Albany County, Wyoming to permit School Resource Officers to exercise law enforcement powers at schools within School District located in the jurisdiction of Albany County, Wyoming.

5.02. **Criminal Incident of Student.**

5.02.01. School Resource Officers shall notify the School District principal or designee of any known threat, incident or the filing of charges constituting misdemeanors or felonies if committed by an adult, against a juvenile student(s) or adult student(s) of School District for crimes of violence or violation of law which rises to the level of a public safety concern for students and personnel of School District. Upon receipt of such information from City Police Department, the School District principal or designee shall immediately provide such information on the juvenile student(s) or adult student(s) to School District personnel including the school counselor, psychologist and the student's immediate teachers. This provision does not apply to mental health or medical records.

5.02.02 School District shall designate a School District Administrator, or a designee of that School District administrator who are responsible to receive juvenile student or adult student: (s) arrest information or to receive confidential criminal history information from School Resource Officers for the purposes of assessment, placement or security of persons and property.

5.02.03. School District shall ensure that information obtained through the School Resource Officers will only be disseminated to designated School District Administrator or designee and shall be warned, regarding the reliability, confidentiality and control of further dissemination of such information. School District agrees to develop and adopt internal written policies approved by City Police Department

5.03. **Criminal Charges of School District Employee.** City agrees to notify School District of the name and address of any employee of School District who is charged with a felony or misdemeanor involving the following issues of the abuse of a minor child or sex related crimes, or the sale or possession of a controlled substance.

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Notification to the School District shall include the specific charge for which the employee was arrested.

5.04. Multi Disciplinary Team Meetings. School Resource Officers will attend multi-disciplinary team meeting if ordered by the District Court of Albany County, Wyoming. Otherwise, Parties shall provide School Resource Officers information which is necessary for enforcement of any District Court Order.

5.05. Develop policy and procedure. City agrees to develop internal written policies to ensure compliance with relevant Federal and State law on confidential information including education information and juvenile or criminal justice information including but not limited to Wyo. Stat. § 17-19-503; § 17-19-504; 14-6-227; § 14-6-239; § 14-6-203; § 14-6-221 and other applicable rules and procedures, which relate to records use, security, dissemination of information, and retention/destruction of records and request and disseminate information pursuant to this agreement that reasonably minimizes any possibility the information will become known to unauthorized persons.

6. Responsibilities of School District.

6.01. Educational Information. School District agrees to share information with Parties of this agreement on student achievement, behavioral and attendance history of juvenile student(s) or adult student(s) within School District for the purpose of investigation of school truancy, criminal investigation of threats, incidents or crimes of violence or violation of law which rises to the level of a public safety concern for students and personnel of School District and assessment and treatment with partners to this Agreement, as appropriate.

6.02. Acts by Students on School District Property or School Functions. When School District has reasonable cause to know or suspect that any of the following acts have been perpetrated by a juvenile student(s) or adult student(s) of School District on School District grounds or at School District related activities, School District principal or Administrator will notify School Resource Officers or City Police Department as well as the parent(s) or guardians of the victims or alleged perpetrator:

6.02.01. instances on or off school premises of any alleged offenses under Title 7 of the Wyoming Statutes by a student and directed towards another student, teacher or employee of School District that compromises school safety including the following: assault; battery; robbery; menacing; theft; extortion; child abuse; sexual assault; criminal mischief; harassment; stalking; endangering public transportation; hazing; false imprisonment; kidnapping; inciting a riot; engaging in a riot; ethnic intimidation; arson; cruelty to animals; possession, distribution or use of a controlled substance; false report of explosives; illegal possession, use or sale of a deadly weapon; prohibited use of a weapon; illegal discharge of a firearm; interference with students or faculty; or

6.02.02. instances on school premises of damage by a student to the personal property of another student, teacher or employee of School District.

6.03. Attendance & Disciplinary Records.

6.03.01. If School District has been notified that a student is under a supervising District Court Order of Albany County, Wyoming requiring school attendance, School District shall notify DFS if the student has failed to attend all or part of any school day, without authorization in accordance with the school policies adopted by School District,

6.03.02. School District will provide student records upon written certification of School Resource Officers of the following:

6.03.02(a). will not disclose the information unlawfully,

6.03.02(b). that the agency is conducting a criminal investigation of the student, or a matter under an investigation for truancy.

6.03.02(c). the agency shows that the data or information is necessary for the investigation; or

6.03.02(d). that the agency needs the information to effectively serve the student prior to adjudication.

6.07. Other Crimes and Acts Compromising School Safety:

6.07.01.

6.07.02.

6.08. Gang Activity. School District upon learning of the incident of any violation of the school's gang activity policy will notify School Resource Officers.

6.09. Develop Policy & Procedures. School District will develop policies and procedures that will cause the appropriate School District administrator or designee to notify parties of information and incidents as outlined in this Agreement.

7. Responsibilities of DFS.

7.01. Delinquency and Dependency & Neglect Information: Upon representation by the requesting Party, that the information is necessary for the acquisition, provision, oversight, or referral of services and support, DFS will provide information to other Parties performing duties with respect to delinquency and dependency and neglect cases or other provisions of Title 14.

7.02. Adjudicated Student. DFS shall notify School Resource Officers and School District Administrator or designee immediately upon learning of the move or other relocation of a juvenile student or adult student offender into or within Albany County, Wyoming who has been adjudicated for a violent misdemeanor or violent felony.

7.03. Case Management Information.

7.03.01. Share dispositional, placement and case management information with School Resource Officers and School District for purposes of assessment, placement and enhanced supervision of juveniles referred to County Attorney's Office for juvenile intake.. With appropriate releases, DFS will share dispositional, placement and case management information of students referred to inpatient mental health or psychiatric facility.

7.03.02. Whenever possible, DFS will seek releases of information to allow the sharing of this information in compliance with HIPAA guidelines. Any release of information regarding mental health AODA or physical health information is to be pursuant to an informed release of information. With regard to AODA records and release of information if the child is 12 or older, you must have the minor's consent to release requested records or AODA information. Consent from the parent is not needed, only the child.. With regard to Mental Health release of information if the child is 14 years or older they can consent to the release of information. The child or the parent may consent to the release of information without the other's permission.

7.04. Juvenile Programs. Provide notice to School District and City Police Department, immediately upon the initiation of planning efforts with private nonprofit entities or governmental entities which could result in the location, relocation or expansion of youth services programs and which may impact School District or public safety..

7.05. Meetings. DFS may invite School District and School Resource Officers to attend cross-functional planning meetings with children and their families. Any release of information regarding mental health, AODA or physical health information is to be pursuant to an informed release of information. With regard to AODA records and release of information if the child is 12 or older, you must have the minor's consent to release requested records or AODA information. Consent from the parent is not needed, only the child. With regard to Mental Health release of information if the child is 14 years or older they can consent to the release of information. The child or the parent may consent to the release of information without the other's permission.

7.06. Monitoring of Students. DFS shall provide assessment, planning and on-going monitoring information to School District and School Resource Officers, if necessary after obtaining permission to release information from the child's parents. Any release of information regarding mental health, AODA or physical health information is to be pursuant to an informed release of information. With regard to AODA records and release of information if the child is 12 or older, you must have the minor's consent to

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release requested records or AODA information. Consent from the parent is not needed, only the child. With regard to Mental Health release of information if the child is 14 years or older they can consent to the release of information. The child or the parent may consent to the release of information without the other's permission.

8. Responsibilities of County Attorney.

8.01. Court Orders. County Attorney agrees that any juvenile student or adult student who has been found delinquent, in need of protection and services or is ordered under the supervision of DFS as a result of an ordinance violation for habitual truancy from school that language be included in every Court order to the effect that DFS, City Police Department, County Attorney and School District may exchange pupil records, law enforcement records, family services records and court records as allowed by law.

8.02. Threats and Other Incidents: Upon learning of any threat or incident by a student within School District which rises to a level of public safety concern, County Attorney will notify the principal or superintendent, or their designee and School Resource Officer of the school in which the student is enrolled. This provision does not apply to mental health or medical records.

8.03. Diversion Program and Consent Decrees. Any deferred prosecution or diversion program of any act or charges constituting misdemeanors or felonies if committed by an adult, against a juvenile student or adult student: (s) arrested for crimes of violence or violation of law which rises to the level of a public safety concern, the County Attorney shall notify the School Resource Officer and School District principal or designee. This provision does not apply to mental health or medical records.

9. General Provisions

9.01. Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

9.02. Applicable Law. The construction, interpretation and enforcement of this Agreement 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 Agreement and over the parties, and the venue shall be the Second Judicial District of Albany Judicial District and County, Wyoming.

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

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9.04. Liability. Any assigned City peace officer acting under this Agreement shall be deemed to be acting within the scope of his duties for purposes of the Wyoming Governmental Claims Act and 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 assigned City peace officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this Agreement.

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

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

9.07 Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

9.08. Sovereign Immunity. The parties and their respective governing bodies do not waive their sovereign immunity by entering into this Agreement, 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 Agreement.

9.09. 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 Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

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

9.11. Disclosure And Custody Of Pupil Records: The parties agree that any disclosure of pupil records that is made by any of the School Districts named in this agreement to any other party or parties to this agreement shall be made only (1) to appropriate parties in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual, (2) when the disclosure is for the purpose of providing services to a pupil before adjudication, or (3) as the law may otherwise permit. The parties also agree that, in the event that any of the School Districts named in this agreement make any disclosure of pupil records pursuant to this Agreement, the person to whom such records are disclosed must certify in writing that the records will not be disclosed to any other person or party, except as permitted by law. The parties recognize that, parties to this agreement qualify as a "law enforcement" or "social services" agency within the meaning of s. 118.125, Stats. Therefore, this Agreement shall also serve to authorize said parties to provide for the routine disclosure of information to the School Districts named in this agreement.

IN WITNESS WHEREOF, 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,, County Attorney, DFS, and School District has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Klaus Hanson, Mayor and President of the
City Council

Attest: _____
Sue Morris-Jones, CMC
City Clerk

ALBANY COUNTY: ATTORNEY'S OFFICE

By: _____
Richard Bohling, County Attorney

Attest: _____
County Clerk

ALBANY COUNTY SCHOOL DISTRICT #1,

By: _____
Superintendent

WYOMING DEPARTMENT OF FAMILY SERVICES

By: _____
Director of Family Services