

Approved as to
form only:

Date: 6/9/21

CITY CONTRACT # _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LARAMIE, WYOMING, AND
THE CITY OF CHEYENNE, WYOMING,
FOR EXTRATERRITORIAL LAW ENFORCEMENT ASSISTANCE**

This Memorandum of Understanding ("MOU") is by and between the City of Laramie, Wyoming, a Wyoming municipal corporation ("City of Laramie"), whose address is 406 Iverson Street, Laramie, Wyoming 82070, and the City of Cheyenne, a Wyoming municipal corporation ("City of Cheyenne"), whose address is Municipal Building, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001. The City of Laramie and the City of Cheyenne are collectively referred to as "Party" or "Parties." This MOU shall become effective upon the date of the last signature affixed hereto.

RECITALS:

WHEREAS, pursuant to W.S. § 7-2-106(b), the City of Laramie and the City of Cheyenne are authorized to enter into an MOU for the purpose of providing extraterritorial law enforcement assistance to the other Party's law enforcement agency; and

WHEREAS, because response to emergency or special circumstances may exceed the immediate manpower, skill, and equipment capacities of either Party's law enforcement agency, the City of Laramie and the City of Cheyenne may request that the other Party provide certified peace officers for law enforcement assistance.

NOW, THEREFORE, subject to the limitations of this MOU and the provisions of W.S. § 7-2-106, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to permit each Party to assign certified peace officers to the other Party for law enforcement assistance within the jurisdictional boundaries of the City of Laramie and the City of Cheyenne, as requested by the law enforcement agencies of the Parties. Neither Party has a duty to provide law enforcement assistance under this MOU. Each Party has discretionary authority to decide whether to respond to a request for law enforcement assistance from the other Party and each Party has discretionary authority to determine the nature and extent of its response. In the event a Party agrees to respond to a request from the other Party, the following terms and conditions shall apply.

2. Term. This MOU shall not be effective until it is approved by all of the Parties. This MOU shall be in full force and effect from the date that this MOU is executed by the Parties and shall remain in effect for a period of time not to exceed one (1) month beyond the current term of office of any participating Chief of Police. Either Party may terminate this MOU by giving the other Party thirty (30) days written notice of its intent to terminate.

3. Responsibilities of Parties. A Party that responds to a request for law enforcement assistance from the other Party shall assign certified peace officers who, while so assigned and performing duties, shall be subject to the direction and control of the requesting Party's Chief of Police, or his or her designee, and shall have full peace officer authority within the requesting Party's jurisdiction during the assignment. Each requesting Party will advise responding peace officers of administrative and procedural requirements within the jurisdiction of the assignment.

4. Responsibilities for Costs. Each Party shall be responsible for the payment of salary and benefits for its peace officers who provide law enforcement assistance under this MOU. The cost of any damage to equipment belonging to the peace officer, or his or her employer, occurring while acting pursuant to a request for law enforcement assistance under this MOU shall be borne by the requesting law enforcement agency. "Equipment" includes, but is not limited to, law enforcement vehicles, uniforms, and other items necessary for the law enforcement assistance requested. The Parties may separately agree to reimburse travel expenses.

5. Specification of Certified Peace Officers Covered by Assignment. It is mutually understood and agreed, pursuant to W.S. § 7-2-106(b)(ii), that only certified peace officers in good standing may be assigned pursuant to a request for law enforcement assistance under this MOU. It is further mutually understood and agreed that pursuant to W.S. § 7-2-106(e), arson investigators, brand inspectors, federal agents, board of outfitters investigators, and detention officers may not be assigned under this MOU.

6. Assigned Peace Officer Status. For Workers' Compensation coverage, peace officers assigned pursuant to this MOU shall be deemed joint employees of the assigning and requesting Parties, who shall be joint employers, pursuant to W.S. § 7-2-106(c). As joint employers, each Party shall be immune from suit to the extent provided by the Wyoming Workers' Compensation Act (W.S. § 27-14-101, *et seq.*).

7. Standard of Conduct. Each certified peace officer who provides law enforcement assistance shall maintain the standards of professional conduct as required in the State of Wyoming. However, the requesting Party may request that a particular peace officer be relieved of an assignment under this MOU and the responding Party will honor such request as soon as practicable.

8. Request for Assistance. Any request for law enforcement assistance under this MOU should be made by the highest-ranking law enforcement official on duty or on call of the requesting Party to the highest-ranking law enforcement official on duty or on call of the responding Party at the time the assistance is needed.

9. Response to Request. Each Party agrees to respond to a request under this MOU as promptly as possible. The responding Party shall indicate whether and the extent to which personnel and equipment will be provided.

10. Command of Equipment and Personnel. The requesting Party may have command and direction of the equipment and personnel provided by a responding Party, but the

responding Party always has the authority to immediately withdraw any equipment or personnel provided under this MOU without regard to whether the requesting Party continues to have a need for law enforcement assistance. When law enforcement assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel be returned to the responding Party.

11. Pre-Incident Planning. The commanding officers of the Parties' individual law enforcement agencies may, from time to time, mutually establish pre-incident plans which shall indicate the types and locations of potential problem areas where law enforcement assistance may be needed. This MOU may be supplemented by schedules and lists of types of equipment and peace officers that would be dispatched under various possible circumstances. In addition, the Parties may engage in mutual training sessions to ensure efficient operations under this MOU. The Parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide law enforcement assistance under this MOU.

12. Geographical Boundaries of Territory Covered. Pursuant to W.S. § 7-2-106(b)(iii), certified peace officers requested by either Party shall perform services within the geographical boundaries of the requesting Party, except to the extent permitted by W.S. § 7-2-106(a).

13. General Provisions.

a. Amendments. 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.

b. Assignment. No Party may assign or transfer the responsibilities or agreements made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

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 this MOU and the Parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.

d. Compliance with Laws. The Parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this MOU.

e. Indemnification. Each Party to this MOU assumes the risk of any liability arising from its own conduct. Each Party agrees that it will be responsible for any loss, claim, damages, or demands resulting from its negligence and the negligence of its employees and agents. Neither Party agrees to insure, defend, or indemnify the other.

f. Nondiscrimination. The Parties shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105, *et seq.*, the Americans With Disabilities Act (ADA), as amended, 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto, and shall not discriminate against any individual on the grounds of age, sex, creed, color, race, religion, national origin, ancestry, pregnancy, or qualifying disability in connection with the performance under this MOU.

g. Governmental Immunity. The Parties do not waive governmental immunity by entering into this MOU and specifically retain all immunities and defenses available to them as governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable laws. Designation of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.

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. 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.

i. Force Majeure. The performance of this MOU by the Parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this MOU. This MOU may be cancelled by any Party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other Party.

j. Severability. If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

k. Notice. All notices arising out of or from the provisions of this MOU shall be in writing and given to the Party either by regular mail or delivery in person.

l. Prior Approval. This MOU shall not be binding upon the Parties, no services shall be performed under the terms of this MOU, and no payments shall be made until this MOU has been reduced to writing and approved by all necessary authorities.

m. Entirety of Contract. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

14. Signatures. In witness thereof, 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 knowingly and voluntarily agreed to the terms and conditions of this MOU.

Recommended by:

Mark Francisco
Chief of Police, Cheyenne, Wyoming

Dale A. Stalder
Chief of Police, Laramie, Wyoming

Date

Date

CITY OF CHEYENNE, WYOMING

CITY OF LARAMIE, WYOMING

Patrick Collins, Mayor

Paul Weaver, Mayor

(SEAL)
Attest:

(SEAL)
Attest:

Kristina F. Jones, City Clerk

Nancy Bartholomew, City Clerk

Date

Date

Approved as to Form:

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For the City of Cheyenne Date

For the City of Laramie Date