

Cheyenne Contract #7674

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

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City of Laramie"), whose address is City Hall, 406 Ivinson Street, Laramie, Wyoming, 82070, and the City of Cheyenne, a Wyoming municipal corporation, whose address is Municipal Building, 2101 O'Neil Avenue, Cheyenne, Wyoming, 82001, (hereinafter referred to as "City of Cheyenne"). The City of Laramie and the City of Cheyenne are hereinafter collectively referred to as "Party" or "Parties."

**RECITALS:**

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

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 mutual law enforcement aid and assistance to the other Party's police department.

NOW, THEREFORE, subject to the limitations of this MOU, the provisions of W. S. § 7-2-106(b), the parties agree as follows:

**1. Duration of MOU:** Pursuant to W.S. § 7-2-106(b), this MOU shall not be effective until it is approved by 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.

**2. Purpose:** The purpose of this MOU is to permit each Party to assign certified peace officers to the other Party for law enforcement services within the municipal boundaries of the City of Laramie and the City of Cheyenne, as requested by the police departments of the Parties. Neither Party has a duty to provide mutual aid law enforcement assistance under this MOU. Each Party has discretionary authority to decide whether to

respond to a request for assistance from the other Party and each Party has discretionary authority to determine the nature and extent of its response.

**3. Responsibilities of Parties:** A Party that chooses to respond to a request for 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.

**4. 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 Worker's Compensation Act, (W. St. § 27-14-101 *et seq.*).

**5. Length of the Term of the Assignment.** The length of the term of assignment shall not exceed one (1) month beyond the term of the office of any participating chief of police pursuant to W.S. 7-2-206(b)(i).

**6. Specification of Certified Peace Officers Covered by Assignment:** It is mutually understood and agreed that pursuant to W. S. § 7-2-106(b)(ii), only certified peace officers in good standing may be assigned pursuant to a request for 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. The length of the assistance will not exceed two (2) months.

**7. 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 municipal boundaries of the requesting Party, unless otherwise authorized by W.S. § 7-2-106(a).

**8. Responsibilities of Each Participating Municipality and Law Enforcement Agency:** The Cost of salary and benefits accruing to a peace officer acting pursuant to this MOU shall be borne by the individual peace officer's own employing agency. W.S. 7-2-106(d). A Party who responds to a request for assistance under this MOU may seek reimbursement from the requesting Party for costs and expenses related to the assignments, including the cost of wages, salaries, benefits, and damage to equipment belonging to an officer or his employer while acting under this MOU. W.S. § 7-2-206(b)(iv), (d).

**9. 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.

**10. Response to Request:** A Party that chooses to respond to a request for assistance under this MOU shall do so as promptly as possible. The responding Party shall indicate whether and the extent to which personnel and equipment will be provided.

**11. 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 assistance. When 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.

**12. Standard of Conduct:** Each certified peace officer providing 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.

**13. Responsibilities of Requesting Party:** Each requesting Party will advise responding peace officers of administrative and procedural requirements within the jurisdiction of the assignment.

**14. Liability:** Except as provided in this MOU, neither Party agrees to insure, defend, or indemnify the other Party. By entering into this MOU neither Party waives its governmental immunity under the Wyoming Governmental Claims Act, or other applicable law and each party reserves all immunities and defenses available to them as governmental entities under the laws of the State of Wyoming and the Constitution and laws of the United States.

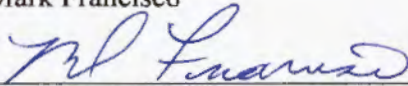
**15. Pre-Incident Planning:** The commanding officers of the Parties' individual police departments may, from time to time, mutually establish pre-incident plans which shall indicate the types and locations of potential problem areas where assistance may be needed. This MOU may be supplemented by schedules 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 assistance under this MOU.

**16. Signatures:** Each Party has executed this MOU through its duly authorized representatives on the dates set forth below.

**Recommended by:**

Mark Francisco

  
\_\_\_\_\_  
Chief of Police, Cheyenne, Wyoming

1/25/2023  
\_\_\_\_\_  
Date


Brian Browne

\_\_\_\_\_  
Chief of Police, Laramie, Wyoming

\_\_\_\_\_  
Date

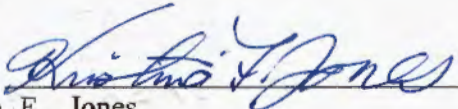
Approved by:

FOR THE CITY OF CHEYENNE, WYOMING

  
\_\_\_\_\_  
Patrick Collins

Mayor  
\_\_\_\_\_  
Mayor and President of the City Council

January 24, 2023  
\_\_\_\_\_  
Date

Attest:   
\_\_\_\_\_  
Kristina F. Jones  
Cheyenne City Clerk

FOR THE CITY OF LARAMIE, WYOMING

\_\_\_\_\_  
Paul Weaver

\_\_\_\_\_  
Mayor and President of the City Council

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Nancy Bartholomew  
Laramie City Clerk