

**WYOMING LAW ENFORCEMENT
EXTRATERRITORIAL ASSISTANCE
MEMORANDUM OF UNDERSTANDING**

Laramie Police Department and Albany County Sheriff's Office

This Memorandum of Understanding (MOU) is entered into on the date the last required signature is affixed hereto, between the following Wyoming law enforcement agencies and their governing bodies: **Albany County, Wyoming, the City of Laramie, Wyoming, the Albany County Sheriff's Office, and the City of Laramie Police Department**, all within the State of Wyoming, herein referred to as "party or parties."

RECITALS:

WHEREAS, each of the parties hereto is Wyoming law enforcement agency or its governing body, under Wyoming Statutes, and is therefore authorized to enter into an Intrastate Memorandum of Understanding for the purpose of peace officer extraterritorial assistance under WYO. STAT. § 7-2-106(b); and

WHEREAS, because of responses to emergency or special circumstances may exceed the immediate manpower, skill, and equipment needs of any individual agency, Albany County, the City of Laramie, may need to seek the assistance of each other's law enforcement agency to provide certified peace officers for law enforcement services; and

WHEREAS, the geographical boundaries of the parties to this Agreement are located in the State of Wyoming, as to enable each party to render assistance to the other;

NOW, THEREFORE, subject to the limitations of this Memorandum of Understanding and in order to assign peace officers for law enforcement assistance between the parties, it is hereby agreed under and pursuant to WYO. STAT. §§ 7-2-106(b) as follows:

1. Duration of Memorandum of Understanding: This Memorandum of Understanding shall not be effective until it is approved by the public entities and law enforcement agencies, parties hereto, pursuant to WYO. STAT. § 7-2-106(b). This MOU shall be in full force and effect for the period of the date the last required signature is affixed hereto to January 5st, 2021, but in no event past one month beyond the current term of office of any participating sheriff or chief of police.

2. Purpose - Requested Law Enforcement Assistance: The purpose of this Memorandum of Understanding is to permit the parties to assign specific certified peace officers for law enforcement services within the boundaries of Albany County, Wyoming and the cities and towns located therein, as requested by Albany County, the City of Laramie, within Albany County and as defined by this MOU. The duty to respond to a request of each party under this MOU is discretionary. Each party acknowledges that it has no right to demand of another party that it provide any specific assistance under any circumstances.

3. Party law enforcement agency defined; Request to assign certified peace officers to perform law enforcement duties: "Party law enforcement agency" means a

Wyoming municipal, county, or state agency that is responsible for the prevention and detection of crime and enforcement of criminal laws, which is a party to this memorandum of understanding.

Any party law enforcement agency may request assistance of the chief of police or county sheriff of any party to this Memorandum of Understanding, to assign certified peace officers under their respective command to perform law enforcement duties within the jurisdiction of the requesting chief of police or sheriff. Peace officers, while so assigned and performing duties, are subject to the direction and control of the requesting chief or sheriff and shall have full peace officer authority within the requesting agency's jurisdiction during the assignment.

4. Assigned Peace Officer status: For workers' compensation coverage, assigned peace officers shall be deemed joint employees of the assigning and requesting entities, who shall be joint employers, pursuant to WYO. STAT. § 7-2-106(c). All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to responding personnel to the same degree and extent as it would in their own jurisdiction. Each party will be responsible for the payment of wages and benefits for its employees who provide assistance under this MOU. Each party may seek reimbursement from the other party for actual expenses incurred as a result of providing services pursuant to the terms of this MOU. This MOU does not supersede any negotiated contracts or agreements as to reimbursement or payment for services already in existence.

5. Specification of Certified Peace Officers covered by assignment: Pursuant to WYO. STAT. § 7-2-106(b)(ii), the certified peace officers in good standing with each party agency are covered by assignment under this MOU. (Pursuant to Wyo. Stat. § 7-2-106(e), it is prohibited to assign arson investigators, brand inspectors, federal agents, board of outfitters investigators or detention officers under the terms of this memorandum of understanding).

6. Geographical boundaries of territory covered: Pursuant to WYO. STAT. § 7-2-106(b)(iii), the following general description of the geographical boundaries of territory covered by the assignment is as follows: All of Albany County, Wyoming, the municipal boundaries of Laramie, Wyoming.

7. Request for Assistance: Any request for law enforcement intrastate 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.

8. Response to Request: The party requested to provide assistance should respond to the request as soon as possible, indicate whether services will be provided, and if so, the extent of services that can be provided. If the responding party agrees to provide assistance, it should notify the requesting party as to the equipment and peace officer personnel which will be engaged in the assistance.

9. 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 as to whether a request for assistance continues to exist. When the 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.

10. Standard of Conduct: Each peace officer providing assistance shall maintain the standards of professional conduct as required in the State of Wyoming. However, the requesting entity may request that a particular officer be removed from any circumstance or the jurisdiction and the responding entity will honor such request as soon as practicable.

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

12. Liability: Each party shall assume responsibility for any liability resulting from any of the acts of its employees provided under this MOU. The Wyoming Governmental Claims Act and Wyoming Self Insurance Program will remain applicable for Wyoming peace officer purposes. Each party to this MOU agrees to bear its own risk of loss during the assignment of peace officers. No party agrees to indemnify or defend any other party to this agreement. By entering into this MOU neither party waives or gives up any immunity it may have pursuant to the laws of the State of Wyoming and the United States.

13. Pre-Incident Planning: The commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problems 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 and the number of peace officers that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training sessions to ensure the efficient operation of 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.

14. Signatures: 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.

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The effective date of this Memorandum of Understanding is the date of the signature last affixed to this page.

Aaron Appelhans

Dale A. Stalder

SHERIFF, Albany County, Wyoming

CHIEF OF POLICE, Laramie, Wyoming

Date

Date

FOR ALBANY COUNTY, WYOMING

FOR THE CITY OF LARAMIE, WYOMING

*Terri Jones
Chairman, Board of Commissioners
Albany County, Wyoming*

*Joe Shumway
Mayor,
City of Laramie, Wyoming*

Date

Date

Attest: _____
Jackie R. Gonzales
Albany County Clerk

Attest: _____
Nancy Bartholomew
Laramie City Clerk