

**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 Iverson 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

Brian Browne

Chief of Police, Cheyenne, Wyoming

Chief of Police, Laramie, Wyoming

Date

Date

Approved by:

FOR THE CITY OF CHEYENNE, WYOMING

FOR THE CITY OF LARAMIE, WYOMING

Patrick Collins

Paul Weaver

Mayor and President of the City Council

Mayor and President of the City Council

Date

Date

Attest: _____

Kris Jones
Cheyenne City Clerk

Attest: _____

Nancy Bartholomew
Laramie City Clerk

West's Wyoming Statutes Annotated
Title 7. Criminal Procedure
Chapter 2. Peace Officers (Refs & Annos)

W.S.1977 § 7-2-106

§ 7-2-106. Extraterritorial authority of peace officers; requests for assignment of peace officers; liability; compensation

Currentness

(a) Subject to the limitations in subsection (e) of this section, a peace officer, while outside of his jurisdiction, shall have the same authority that applies to him within his jurisdiction to the same degree and extent only when any one (1) of the following conditions exists:

(i) The peace officer is responding to a request for law enforcement assistance made by a law enforcement agency of another jurisdiction or a specific request to assist another peace officer acting within the scope of his official duties in another jurisdiction;

(ii) The peace officer possesses reasonable cause to believe that a crime is occurring involving an immediate threat of serious bodily injury or death to any person; or

(iii) The peace officer is in fresh pursuit of a person whom the officer has probable cause to believe has committed within the officer's jurisdiction a violation of a municipal ordinance or state statute, including traffic infractions, or for whom an arrest warrant is outstanding for any criminal or traffic offense.

(b) Subject to the limitations in subsection (e) of this section, the governing body of any municipality that does not have a police department, the chief of police of any municipality or his designee, or the sheriff of any county or his designee, in accordance with the rules and procedures established by the governing body of any municipality or county, may request the chief of police of any other municipality, or his designee, or the sheriff of any other county, or his designee, 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. The assignments under this subsection shall be restricted to the terms of a written memorandum of understanding entered into in advance by each participating sheriff, chief of police or appropriate supervisor of another agency employing peace officers and by the governing bodies of their respective counties or municipalities. The memorandum of understanding shall, at minimum, specify:

(i) The length of term of the assignment, not to exceed one (1) month beyond the current term of office of any participating sheriff or chief of police;

(ii) The certified peace officers covered by the assignment;

(iii) A general description of the geographical boundaries of territory covered by the assignment;

(iv) The responsibilities of each participating county, municipality and law enforcement agency for costs and expenses related to the assignments, including the cost of all wages, salaries, benefits and damage to equipment belonging to an officer or his employer while acting under the provisions of this subsection.

(c) A peace officer acting pursuant to subsection (a), (b) or (f) of this section outside his own jurisdiction, or a peace officer when providing law enforcement assistance on the Wind River Indian Reservation pursuant to a memorandum of understanding entered in advance and approved by the attorney general, between the department of the interior, Federal Bureau of Indian Affairs or the tribes and the state, county, city or town providing the assistance, shall be deemed to be acting within the scope of his duties for purposes of the Wyoming Governmental Claims Act¹ and the state self-insurance program, W.S. 1-41-101 through 1-41-111, or the local government self-insurance program, W.S. 1-42-201 through 1-42-206. The memorandum of understanding shall contain a provision for immunity from suit in tribal court for activities occurring pursuant to any law enforcement assistance provided under this subsection. Any suit relating to those activities shall be brought only under the terms of the Wyoming Governmental Claims Act in the state district court having jurisdiction, or in the federal district court for the district of Wyoming, if appropriate. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to peace officers while they perform their duties in their own jurisdiction shall also apply to them when acting as provided in subsection (a), (b) or (f) of this section and shall apply to peace officers when providing law enforcement assistance on the Wind River Indian Reservation pursuant to this subsection. For purposes of W.S. 27-14-104 and subsection (a), (b) or (f) of this section, the requesting and assigning law enforcement agencies shall be a joint employer as defined under W.S. 27-14-102(a)(xix) and the designated peace officer shall be a joint employee as defined under W.S. 27-14-102(a)(xxi).

(d) The cost of salary and benefits accruing to a peace officer acting pursuant to subsection (a) of this section shall be borne by the individual peace officer's own employing agency. The cost of any damage to equipment belonging to the officer or his employer occurring while acting pursuant to subsection (a) of this section shall be borne by the requesting law enforcement agency.

(e) Nothing in this section shall be construed to authorize a peace officer:

(i) As defined in W.S. 7-2-101(a)(iv)(F), (H) or (J) to act pursuant to subsection (a) or (b) of this section; or

(ii) As defined in W.S. 7-2-101(a)(iv)(E) or (G) to act pursuant to paragraph (a)(ii) or (iii) or subsection (b) of this section; or

(iii) As defined in W.S. 7-2-101(a)(iv)(E), (F) or (J) to act pursuant to subsection (f) of this section.

(f) Subject to the limitations in paragraph (e)(iii) of this section, the department of state parks and cultural resources may request any other agency or governing body employing peace officers to assign peace officers qualified pursuant to W.S. 9-1-701 through 9-1-707 under their respective command to perform law enforcement duties within the jurisdiction of the department of state parks and cultural resources. Peace officers, while so assigned and performing duties, are subject to the direction and control of the department of state parks and cultural resources and shall have full peace officer authority within the department's jurisdiction during the assignment. The assignments under this subsection shall be restricted to the terms of a written memorandum of understanding entered into in advance by the department and each participating agency employing peace officers. The memorandum of understanding shall, at minimum, specify:

- (i) The length of term of the assignment;
- (ii) The peace officers covered by the assignment;
- (iii) A general description of the geographical boundaries of territory covered by the assignment;
- (iv) The responsibilities of the department and each participating law enforcement agency for costs and expenses related to the assignments, including the cost of all wages, salaries, benefits and damage to equipment belonging to an officer or his employer while acting under the provisions of this subsection.

Credits

Laws 1997, ch. 167, § 1, eff. July 1, 1997; Laws 2004, ch. 45, § 1, eff. March 4, 2004; Laws 2007, ch. 212, § 1, eff. July 1, 2007; Laws 2008, ch. 44, § 1, eff. March 5, 2008; Laws 2011, ch. 160, § 1, eff. March 3, 2011; Laws 2013, ch. 46, § 1, eff. July 1, 2013.

Footnotes

1 § 1-39-101 et seq.

W. S. 1977 § 7-2-106, WY ST § 7-2-106

Current through the 2022 Budget Session of the Wyoming Legislature.