

Memorandum of Understanding

between

**the Cheyenne Police Department, Laramie County Sheriff's Department,
Office of the District Attorney of the First Judicial District, and Safehouse Services, Inc.**

for

**the Office on Violence Against Women Fiscal Year 2018 Improving Criminal Justice
Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant
Application and Implementation**

WHEREAS, the Cheyenne Police Department, the Laramie County Sheriff's Department, the Office of the District Attorney of the First Judicial District, and Safehouse Services, Inc., (hereinafter referred to as "partner agencies"), wish to collaborate in the submission of an application for an Office on Violence Against Women ("OVW") Fiscal Year 2018 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant (formerly known as Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program) grant; and

WHEREAS, the partner agencies listed above have agreed to enter into this Memorandum of Understanding ("MOU") to memorialize their agreement that the Cheyenne Police Department will be the lead agency and the named applicant for the above-referenced grant, and that the other partner agencies will support and collaborate in the implementation of the grant, if awarded; and

WHEREAS, the application as prepared and approved by the above-named partner agencies is to be submitted to OVW on or before February 27th, 2018.

I. Description of Partner Agencies.

A. The Cheyenne Police Department is a progressive police agency of 107 sworn officers and 26 civilian staff dedicated to protecting and serving a community of 64,019. The

department offers varied officer assignments and civilian opportunities including Victims' Assistance for crime victims in the community. The Victim Assistance office and unit supervisor's office is located in the Cheyenne Police Department.

B. The Laramie County Sheriff's Department, located in downtown Cheyenne, Wyoming, has 83 deputies to protect and serve a rural population of 33,102 persons residing in an area of 2,688 square miles (6,962 km²). Created in 1867, the Laramie County Sheriff's Department exists to serve the needs of the public, employing a proactive approach to law enforcement. The Laramie County Sheriff's Department also provides Victim Assistance Services to assist crime victims in the county.

C. The Office of the District Attorney of the First Judicial District, located in downtown Cheyenne, Wyoming, prosecutes individuals that commit crimes within Laramie County, Wyoming, against residents and visitors. The Office of the District Attorney also includes a Victim Witness Program to support victims through the various procedural steps of a criminal prosecution.

D. Safehouse Services, Inc., is a Wyoming non-profit corporation that provides services for victims of domestic violence, dating violence, sexual assault and stalking. Since 1979, Safehouse Services, Inc., has been providing shelter, safety planning, protection orders, and other services for victims and their families residing in Laramie County, Wyoming.

II. History of Relationship.

A. Laramie County, Wyoming, has a collaborative relationship with all victim service agencies within Laramie County, including the partner agencies named in this MOU. The partner agencies to the MOU and other community service providers will work with and for

victims of domestic violence, dating violence, sexual assault, human trafficking, and protection order violations by meeting monthly to ensure quality services are being provided to victims, with safety being the number one priority.

B. The Cheyenne Police Department and the Laramie County Sheriff's Department work together with victim assistance on a daily basis by sharing information, when authorized by law, and by conducting joint investigations and operations. In the past, the two departments have successfully collaborated on a joint law enforcement computer information project and achieved the goal of a joint communications center. The departments also share the LERMS reporting program and MDT system.

C. The Cheyenne Police Department and the Office of the District Attorney of the First Judicial District currently collaborate in the prosecution of domestic violence, dating violence, sexual assault, human trafficking and protection order violation cases. The two agencies work together to prepare cases for trial, to locate witnesses, to secure the testimony of witnesses, and to maintain contact with victims after arrest and prior to trial.

D. The Cheyenne Police Department and Safehouse Services, Inc., have developed a professional working relationship. In 1996, the Cheyenne Police Department and Safehouse Services, Inc., collaborated on the initial Community Advocacy Response Initiative (CARI) domestic violence campaign. The initiative was very successful and facilitated communication on cases involving victims of domestic violence, dating violence, sexual assault, and stalking.

III. Development of Application.

In light of the notable increase in domestic violence incidents county-wide, the partner agencies to this MOU are committed to providing a continuum of services for crime victims

through the CARI program and through regular meetings with members of the Coordinated Community Response Team.

The partner agencies to this MOU assisted in the development of the grant application described above and have committed themselves to ensure a positive outcome. The Cheyenne Police Department took the lead on submitting the application with the other three partner agencies providing information and developing this MOU.

IV. Roles and Responsibilities.

- A. The Cheyenne Police Department and the Laramie County Sheriff's Department.
 - 1. The above listed city and county governmental agencies shall:
 - a. Provide CARI Unit patrol officers from the Cheyenne Police Department and the Laramie County Sheriff's Department to assist victims of domestic violence, dating violence, sexual assault, human trafficking, protection order violations, and stalking.
 - b. Ensure communications with all partner agencies by working closely with the Office of the District Attorney of the First Judicial District to provide evidence essential for prosecution.
 - c. Provide immediate response to service calls involving domestic violence, dating violence, sexual assault, human trafficking, protection order violations and stalking while operating in the capacity of a CARI Patrol Unit.
 - d. Collaborate with all partner agencies to this MOU from initial investigation through prosecution of offenders and provide adequate and appropriate services for victims of domestic violence, dating violence, sexual

assault, human trafficking, protection order violations, and stalking.

e. Provide the grant manager (unit supervisor) monthly statistical and demographic data regarding victims served with the operation of the CARI Unit to track the linkage of victims to advocacy services and CARI Unit referrals.

f. Provide support, advocacy and assistance for victims throughout the criminal justice process.

g. Provide additional services to victims as needed while on scene, including advising victims of procedures relating to the applications for protection orders.

h. Upon request, provide training to the partner agencies to this MOU regarding domestic violence, dating violence, sexual assault, human trafficking, protection order violations and stalking upon request.

i. Upon request, provide training to the partner agencies regarding the services provided by the Cheyenne Police Department and the Laramie County Sheriff's Department.

j. Meet with other partner agencies to this MOU to discuss the effectiveness of the services provided to victims including facilitation of quarterly meetings with the CARI Unit.

k. Act in a cooperative and collaborative manner with each partner agency to ensure successful implementation and operation of each program.

l. Provide grant manager (unit supervisor) with monthly statements for reimbursement and pay sheets for the Officers and Victim Advocates of the

CARI Unit.

B. The Office of the District Attorney of the First Judicial District.

1. The Office of the District Attorney of the First Judicial District shall:

- a. Vigilantly prosecute cases of domestic violence, dating violence, sexual assault, human trafficking, protection order violations, and stalking that occur within Laramie County, Wyoming.
- b. Communicate case status information to victims or victim advocates through the criminal justice process to ensure continued victim cooperation in the criminal justice process.
- c. Provide the grant manager (unit supervisor) monthly statistical and demographic data regarding victims served by the CARI Unit to track the linkage of victims to advocacy services and CARI Unit referrals.
- d. Upon request, provide training to the partner agencies to this MOU regarding domestic violence, dating violence, sexual assault, protection order violations, and stalking.
- e. Provide training to the partner agencies regarding the services provided by the Office of the District Attorney of the First Judicial District.
- f. Meet with the partner agencies to this MOU to discuss the effectiveness of services provided to victims, including attendance at meetings with the CARI Unit.
- g. Act in a cooperative and collaborative manner with each partner agency to this MOU to ensure successful implementation and operation of each

program.

h. Participate in the hiring process for the Community Advocate Response Initiative (CARI) Victim Advocate housed in the Office of the District Attorney's Victim Witness Program.

i. Provide a collaborative work space for the full time Community Advocate Response Initiative (CARI) Victim Advocate housed in the Office of the District Attorney Victim Witness Program.

C. Safehouse Services, Inc.

1. Safehouse Services, Inc., shall:

a. Maintain a twenty-four (24) hour, seven (7) day a week crisis line to provide information to callers regarding safety planning, services, and options available to victims.

b. Provide to the grant manager (unit supervisor) monthly statistical and demographic data regarding victims served with the operation of this unit to track the linkage of victims to the advocacy services and CARI Unit referrals.

c. Provide support, advocacy and assistance for victims throughout the criminal justice process.

d. Provide additional services to victims that may include, but are not limited to, petitioning for Protection Orders and Stalking Orders, transportation, food assistance, financial assistance, housing, legal services, social service advocacy, and medical assistance.

e. Work with the partner agencies to this MOU in a cooperative and

collaborative manner, sharing information, when appropriate and permitted by law and the confidentiality policies of Safehouse Services, Inc., to ensure all the needs of the victims are being met.

f. Upon request, provide training to partner agencies to this MOU regarding domestic violence.

g. Provide training to the partner agencies regarding the services provided by Safehouse Services, Inc.

h. Meet with partner agencies to this MOU to discuss effectiveness of the services provided to victims, including attending meetings with the CARI Unit.

i. Act in a cooperative and collaborative manner with each agency to ensure successful implementation and operation of each program.

j. Provide grant manager (unit supervisor) with monthly statements for reimbursement for the CARI Patrol Advocates. If the CARI Advocate housed in the Office of the District Attorney is employed by Safehouse, monthly statements for reimbursement of salary and payroll taxes for the full-time CARI Unit Victim Advocate must be submitted to the grant manager (unit supervisor).. If the CARI Advocate is hired from Safehouse Services, Inc., Safehouse will pay for health insurance costs for said full-time CARI Unit Victim Advocate.

CARI Patrol Unit Advocates

1. CARI Advocates

a. Advocates wishing to apply for the CARI unit need to have victim services and qualifications (1-year advocacy experience). Advocates applying from the Cheyenne Police Department, the Laramie County Sheriff's Department and Safehouse will be given preference when applying for the CARI Advocate positions but not guaranteed employment.

b. CARI Advocates are required to complete and pass the department background process to include, drug screening, fingerprints, background check and polygraph.

c. Any advocate applying for the CARI Patrol Advocate positions must submit a letter of interest to the CARI Patrol Supervisory Unit.

d. In the event of termination or voluntary resignation of the CARI Advocate housed in the Office of the District Attorney Victim/Witness Program, the CARI unit supervisor, CARI Patrol Supervisors, the Office of the District Attorney and Safehouse (if said CARI Advocate is hired from Safehouse Services Inc.) shall participate in the replacement of position. (please refer to the CARI policy and procedure manual, the Cheyenne Police Department Policy and Procedure Manual, and the City of Cheyenne Personnel Roles and Regulations for the hiring and termination procedures).

V. Timeline.

The roles and responsibilities described above are contingent on the Cheyenne Police Department receiving funds requested for the project described in the OVW grant application. Responsibilities under this MOU would coincide with the grant period, anticipated to be October

1, 2018 through October 1, 2020.

VI. Commitment to Partnership.

The collaboration service area includes Laramie County, Wyoming.

The partner agencies agree to collaborate and provide victim services and offender prosecution of domestic and dating violence, sexual assault, human trafficking, protection order violations, and stalking for the benefit of the victims of these crimes pursuant to the program narrative of the grant application attached to this MOU.

Compensation for partner agencies' contributions to this project will be provided as outlined in the attached OVW budget detail worksheet.

The partner agencies, acting by and through their duly authorized representatives, have read and agree with this MOU, and have reviewed and approved the proposed grant application.

VII. General Provisions.

A. Amendments. Any party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon among the partner agencies to this MOU shall become effective when incorporated into a written instrument, executed and signed by all partner agencies to this MOU.

B. 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 any action arising out of this MOU and over the partner agencies, and the venue shall be the First Judicial District Court, Laramie County, Wyoming. The partner agencies intend and agree that the State of Wyoming, and the Office of the District Attorney for the First Judicial District, Laramie County, Wyoming, do not waive sovereign immunity by

entering into this MOU, and specifically retain all immunities and defenses available to the State of Wyoming and the Office of the District Attorney for the First Judicial District as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state law.

C. Entirety of Agreement. This MOU, consisting of thirteen (13) pages, represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Prior Approval. This MOU shall not be binding upon any of the partner agencies unless and until this MOU has been reduced to writing approved as to form by the City Attorney, the County Attorney, the District Attorney, and approved by the Board of County Commissioners of Laramie County, Wyoming, and the Governing Body of the City of Cheyenne.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any party may re-negotiate the terms affected by the severance.

F. Governmental Immunity. Except for enforcement of the terms and conditions of this MOU as between the parties, the City of Cheyenne, the Cheyenne Police Department, Laramie County, Wyoming, and the Laramie County Sheriff's Department do not waive their governmental immunity by entering into this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The partner agencies 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 among the partner agencies to this MOU, and shall insure solely to the benefit of them. The provisions of this MOU are intended only to assist the partner agencies in determining and performing their obligations under this MOU.

H. Interpretation. Nothing in this MOU shall be interpreted or construed so as to authorize or compel any law enforcement or governmental entity or any other party to this MOU to act in violation of any controlling state, federal or local law or regulation. It is recognized by the partner agencies that information gathered in the investigation, charging and prosecution of criminal offenses is privileged pursuant to law and cannot be communicated to individual or organizations not authorized to receive such information.

In witness whereof, the partner agencies to this MOU through their duly authorized representative 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 as set forth herein.

(ADDITIONAL SIGNATURE PAGE TO FOLLOW)

The effective date of this MOU is the date of the signature last affixed hereto.

City of Cheyenne


Marian Orr, Mayor, City of Cheyenne

Date: 2-22-18

Cheyenne Police Department


Brian Kozak, Chief of Police

Date: 2-22-18

Attest:


Carol Intlekofer, City Clerk

(SEAL)

Date: 2/22/2018

Laramie County, Wyoming

K. R. Buck Halmer
Board of County Commissioners

Date: 2/22/18

Laramie County Sheriff's Office

Danny Glick
Danny Glick, Sheriff

Date: 02/22/18

Office of the District Attorney of the First Judicial District

Jeremiah Sandburg
Jeremiah Sandburg, District Attorney

Date: 2-23-18

Safehouse Services, Inc.

Carla Thurin
Carla Thurin, Director

Date: 2/22/18

ADDITIONAL OFFICE APPROVAL AS TO FORM:

Cheyenne City Attorney

Logan Sharpe
Logan Sharpe, Assistant City Attorney

Date: 2-21-18

Laramie County Attorney

Mark Voss
Mark Voss, County Attorney

Date: 2/22/2018

Attest:

Debra K. Lee
Debra Lee, County Clerk

(SEAL)
Date: 2-22-2018