

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

Platte County Sheriff's Office and Laramie 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: **The Platte County Sheriff's Office, and the Laramie County Sheriff's Office**, 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, Laramie County, the Platte County, 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; and

WHEREAS, the intermixing of county jurisdictions may cause potential confusion as to the actual jurisdiction of each entity's peace officers; and

WHEREAS, peace officers must travel through or be within portions of Laramie County and Platte County in order to service various areas of their county; and

WHEREAS, the County desire that peace officers perform law enforcement functions and enforce the Wyoming Statutes within those portions of Laramie County and Platte County as necessary in the interest of public safety and as authorized under Wyoming Statute.

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 until no later than one month beyond the current term of office of either participating Sheriff.

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 Platte County and Laramie County, Wyoming and the cities and towns located therein, as requested by Platte County and Laramie 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.

a. Any party law enforcement agency may request assistance of the 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 sheriff. Peace officers, while so assigned and performing duties, are subject to the direction and control of the requesting sheriff and shall have full peace officer authority within the requesting agency's jurisdiction during the assignment.

b. Any party law enforcement agency authorizes the other party to provide general law enforcement assistance within Laramie County and Platte County to the extent and manner hereinafter set forth, but in all such instances subject to the direction and control of the County Sheriff, or his or her designee, of jurisdiction. For purposes of this MOU, general law enforcement assistance shall consist of responding to, investigating, and enforcing violations of the Wyoming Criminal Code or other Wyoming Statute that the party law enforcement agency is authorized to enforce in a manner consistent with the level of performance of peace officers throughout the State of Wyoming. The party will be authorized to act and otherwise provide general law enforcement assistance in any situation in which a felony, misdemeanor, crime, or other statutory offense has been or is being committed in such peace officer's presence, when such peace officer is in Laramie County or Platte County due to official law enforcement duties.

c. A peace officer providing general law enforcement assistance in the other party's jurisdiction shall notify the sheriff, or his or her designee, of jurisdiction of the situation and the county of jurisdiction shall be given the option to retain primary jurisdiction in those incidents. In all such instances, the peace officer shall be subject to the direction and control of the County Sheriff of jurisdiction, or his or her designee. Nothing in this subsection or elsewhere in this MOU shall be construed to limit or otherwise affect the investigatory or law enforcement authority of the County.

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 Platte County and Laramie County, 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.

Brian Kozak



SHERIFF, Laramie County, Wyoming

APRIL 18, 2023

Date

FOR LARAMIE COUNTY, WYOMING

Troy Thompson

Chairman, Board of Commissioners
Laramie County, Wyoming

Date

Attest:

Debra Lee
Laramie County Clerk

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY *W. L. Reese*

David Russell



SHERIFF, Platte County, Wyoming

04/10/2023

Date

FOR PLATTE COUNTY, WYOMING



Steve Shockley

Chairman, Board of Commissioners
Platte County, Wyoming

April 6, 2023

Date

Attest:

Malcolm Ervin
Platte County Clerk

