

COUNTY CONTRACT NO. \_\_\_\_\_  
CITY CONTRACT NO. 7693

**MEMORANDUM OF UNDERSTANDING  
BETWEEN LARAMIE COUNTY, WYOMING  
AND THE CITY OF CHEYENNE, WYOMING,  
FOR EOD, SWAT, AND CNU OPERATIONS AND  
EXTRATERRITORIAL LAW ENFORCEMENT ASSISTANCE AND ACTIVITIES**

This Memorandum of Understanding ("MOU") is by and between Laramie County, Wyoming, 309 West 20<sup>th</sup> Street, Cheyenne, Wyoming 82001 ("County"), and the City of Cheyenne, a municipal corporation organized under the laws of the State of Wyoming, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001 ("City"). The County and the City are hereinafter collectively referred to as "Party" or "Parties." This MOU shall become effective upon the date of the last signature affixed hereto.

WHEREAS, pursuant to Wyo. Stat. § 7-2-106, the County and the City are authorized to enter into an MOU, to be approved by the respective governing bodies for Laramie County, Wyoming, and the City of Cheyenne, Wyoming, for the purpose of providing mutual law enforcement assistance to the other Party's law enforcement agency; and

WHEREAS, pursuant to Wyo. Stat. § 7-2-106, the Laramie County Sheriff ("Laramie County Sheriff") and the Chief of Police of the City of Cheyenne ("Chief of Police") are authorized to request temporary assignment of certified peace officers from other Wyoming jurisdictions and to temporarily assign certified peace officers under their command to certain other Wyoming jurisdictions.

WHEREAS, because responses to emergency or special circumstances may exceed the immediate manpower, skill, and equipment capacities of either Party's law enforcement agency, the Laramie County Sheriff and the Chief of Police may request that the other Party provide certified peace officers for law enforcement assistance; and

WHEREAS, the geographical boundaries of Parties to this MOU are located in the State of Wyoming, as to enable each Party to render law enforcement assistance to the other; and

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

WHEREAS, the City's peace officers must travel through or be within portions of unincorporated Laramie County in order to service various areas of the City; and

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

WHEREAS, the County and the City realize critical incidents and major events may overextend available resources of individual Explosive Ordnance and Disposal ("EOD"), Special Weapons and Tactics ("SWAT"), and Crisis Negotiation Unit ("CNU") teams; and

WHEREAS, the County and the City desire to execute this MOU to allow each respective law enforcement agency's EOD, SWAT, and CNU teams to form combined EOD, SWAT, and CNU teams in accordance with each agency's policies and procedures; and

WHEREAS, the Parties have previously entered into a Memorandum of Understanding regarding SWAT Operations, executed as of November 15, 2005, a Memorandum of Understanding regarding EOD Operations, executed as of April 6, 2009, a Memorandum of Understanding regarding EOD, SWAT and CNU Operations and Law Enforcement Extraterritorial Assistance and Activities, executed as of February 6, 2014, a Memorandum of Understanding regarding EOD, SWAT and CNU Operations and Law Enforcement Extraterritorial Assistance and Activities, executed as of April 22, 2019, and a Memorandum of Understanding regarding EOD, SWAT and CNU Operations and Law Enforcement Extraterritorial Assistance and Activities, executed as of July 26, 2021 (collectively, the "Prior MOU's"); and

WHEREAS, the Parties wish to consolidate and supersede the Prior MOU's with this MOU, which shall incorporate the substantive terms of the Prior MOU's.

NOW, THEREFORE, subject to the limitations of this MOU and the provisions of Wyo. Stat. § 7-2-106, the Parties agree as follows:

**1. Duration.** 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 sheriff or chief of police. Notwithstanding the foregoing, either Party, with or without cause, may terminate this MOU (i) upon the giving of forty-five (45) days prior written notice of such termination to the other respective Party or (ii) by a written MOU signed and executed by both Parties.

**2. Prior MOU's Terminated.** Effective as of the date upon which this MOU shall be in full force and effect under Section 1, above, the prior MOU's shall be superseded and terminated in their entirety.

**3. Purposes.** The purposes of this MOU are as follows:

a. Extraterritorial Law Enforcement Assistance and Activities.

i. Permit each Party to assign certified peace officers to the other Party for law enforcement assistance within the jurisdictional boundaries of the County and the City, as requested by the law enforcement agencies of the Parties. Neither Party has a duty to provide mutual law enforcement assistance under this MOU. Each Party has discretionary authority to decide whether to respond to a request for law enforcement assistance from the other Party and each Party has discretionary authority to determine the nature and extent of its response. In the event a Party agrees to respond to a request from the other Party, the terms and conditions set forth in this MOU shall apply.

ii. Authorize the City to provide general law enforcement assistance in the unincorporated areas of Laramie County to the extent and manner hereinafter set forth, but in all such instances subject to the direction and control of the Laramie County Sheriff, or his or her designee. 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 Laramie County Sheriff is authorized to enforce in a manner consistent with the level of performance of peace officers throughout the State of Wyoming. The City 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 City's peace officer's presence, when such City peace officer is in unincorporated Laramie County due to official law enforcement duties.

b. EOD, SWAT, and CNU Operations and Other Cooperative Taskforces.

i. Allow each respective Party's EOD teams to combine and form one EOD team in accordance with each Party's policies and procedures.

ii. Allow each respective Party's SWAT teams to combine and form one SWAT team in accordance with each Party's policies and procedures.

iii. Allow each respective Party's CNU teams to combine and form one CNU team in accordance with each Party's policies and procedures.

iv. Allow multiagency taskforce activation in accordance with each Party's policies and procedures.

#### **4. Responsibilities of Parties.**

a. Any Party may request law enforcement assistance of the other Party, to assign certified peace officers under their respective command to perform law enforcement duties within the jurisdiction of the requesting law enforcement agency. A Party which chooses to respond to a request for law enforcement 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 Laramie County Sheriff, or his or her designee, or Chief of Police, or his or her designee, and shall have full peace officer authority within the requesting Party's jurisdiction during the assignment pursuant to Wyo. Stat. § 7-2-106 (as amended).

b. In all instances where either Party's peace officers respond to, or handles, a high risk critical incident (including, but not limited to felony warrant service, active assailant, bomb threat, civil disturbance, etc.) within the boundaries of the other party's jurisdiction (outside the city limits of Cheyenne but within the boundaries of Laramie County for the City and Within the city limits of Cheyenne for the county), the responding agency shall notify the agency of jurisdiction as soon as practicable.

c. Any citation written by a City peace officer for violations of any Wyoming Statute or law in unincorporated Laramie County shall command the alleged violator to appear before the Circuit Court of the First Judicial District, Laramie County, Wyoming. City personnel shall be available to appear before the Circuit Court as needed to prosecute each violation. The City and County shall have full cooperation from the other party's officers, agents, and employees so as to facilitate the performance of this MOU. Each Party shall give prompt and due consideration to all requests from the other Party regarding delivery of general law enforcement assistance and shall work cooperatively to achieve the assistance called for herein. Such request may be transmitted in person, by phone, radio, electronic medium, or by a third party. Any reasonable transmittal shall be sufficient to invoke this MOU.

d. Each Party to this MOU agrees to furnish to the other Party such manpower and/or equipment necessary to support EOD, SWAT, and CNU operations.

e. Each requesting Party will advise responding peace officers of administrative and procedural requirements within the jurisdiction of the assignment.

**5. Request for EOD, SWAT, CNU, and Taskforce Activation.** All requests for activation of EOD, SWAT, CNU, and taskforce under the terms of this MOU shall be made by the duly elected Laramie County Sheriff, or his or her designee, or the duly appointed Chief of Police, or his or her designee, subject to the conditions set forth in this Section 5.

a. EOD activations may be made for, but are not limited to, large scale high-risk incidents, prolonged operations, or any operation with expansive dynamics that require specialized explosive ordnance knowledge and device expertise and/or training as mutually determined by the respective law enforcement agencies.

b. SWAT activations may be made for, but are not limited to, large scale high-risk incidents, prolonged operations or any operation with expansive dynamics that require specialized tactical knowledge and weapons expertise and/or training as mutually determined by the respective law enforcement agencies.

c. CNU activations may be made for, but are not limited to, large scale high-risk incidents, prolonged operations or any operation with expansive dynamics that require specialized crisis negotiation expertise and/or training as mutually determined by the respective law enforcement agencies.

d. Multiagency taskforce activations may be made when the duly elected Laramie County Sheriff, or his or her designee, and the duly appointed Chief of Police, or his or her designee, agree to the activation.

e. Each Party agrees to respond to any request provided under this MOU as promptly as possible.

**6. Command of SWAT, EOD, and CNU Equipment and Personnel.**

a. Incident Commanders. The Laramie County Sheriff and Chief of Police shall designate Incident Commanders from within their respective law enforcement agencies. The law enforcement agency having primary jurisdiction over the activation scene shall utilize their Incident Commander to oversee the operation and to accept or decline the operational plan presented by the EOD, SWAT, or CNU Team Commander.

b. Team Commanders. The Laramie County Sheriff and Chief of Police shall appoint a SWAT Team Commander to administer and supervise SWAT operations. The SWAT Team Commander is responsible for implementing an operational plan for each activation, the management of tactics, personnel deployment, and equipment usage. The Chief of Police will appoint an EOD Team Commander to administer and supervise EOD operations. The EOD Team Commander will report to the SWAT Team Commander. The SWAT Team Commander will appoint a CNU Team Commander to administer and supervise CNU operations.

c. Certified peace officers temporarily assigned and performing duties pursuant to this MOU are subject to the direction and control of the appointed Team Commander.

**7. Command of Extraterritorial 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 law enforcement assistance. When law enforcement 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.

**8. Other Jurisdiction or Agency Request.** In the event another jurisdiction or agency requests the utilization of the EOD, SWAT, or CNU team outside of the jurisdictional boundaries of the County and City, the Laramie County Sheriff, or his or her designee, or the Chief of Police, or his or her designee, may authorize the EOD, SWAT, or CNU team activation.

**9. Costs and Compensation.**

a. The cost for equipment, training, and resources for each certified peace officer assigned to the EOD, SWAT, or CNU team or taskforce shall be the responsibility of that peace officer's home law enforcement agency. All equipment provided to the EOD, SWAT, or CNU team or taskforce for joint use shall remain the property of the purchasing law enforcement agency.

b. Each Party to this MOU shall be responsible for compensation of the certified peace officers from their home law enforcement agency during an EOD, SWAT, CNU, or taskforce operation.

c. 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. Wyo. Stat. § 7-2-106(b)(iv), (d). The Parties may separately agree to reimburse travel expenses.

**10. Specification of Certified Peace Officers Covered by Assignment.** It is mutually understood and agreed that only certified peace officers in good standing may be assigned pursuant to a request for law enforcement assistance under this MOU. It is further mutually understood and agreed that pursuant to Wyo. Stat. § 7-2-106(e), arson investigators, brand inspectors, federal agents, board of outfitters investigators and detention officers may not be assigned under this MOU.

**11. Assigned Peace Officer Status.**

a. Temporary assignment of a certified peace officer to the EOD, SWAT, or CNU team or taskforce from one jurisdiction to another pursuant to this MOU shall be only for performance of temporary duties relating to EOD, SWAT, CNU, or taskforce operations.

b. 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 Wyo. Stat. § 7-2-106(c). As joint employers, each Party shall be immune from suit to the extent provided by the Wyoming Workers' Compensation Act (Wyo. Stat. § 27-14-101, *et seq.*).

c. Certified peace officers temporarily assigned and performing duties pursuant to this MOU shall have full peace officer authority within the County and the City during the temporary assignment.

**12. Standard of Conduct.** Each certified peace officer providing law enforcement assistance under this MOU, and all EOD, SWAT, CNU, and taskforce operators, shall abide by and perform their duties in accordance with their respective law enforcement agency's standard operational policies and procedures or such operational policies and procedures arrived at by mutual agreement of the County and the City for such operations. No peace officer shall be mandated to follow any directive or order that is outside his or her home law enforcement agency's standard operational policies and procedures. In every instance, certified peace officers providing law enforcement assistance under this MOU shall maintain the standards of professional conduct as required in the State of Wyoming.

**13. 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 law enforcement assistance is needed or by the law enforcement official with authority designated by the Laramie County Sheriff or the Chief of Police to make such a request.

**14. Response to Request.** Each Party agrees to respond to a request or notice provided under this MOU as promptly as possible. In the instance of a request for law enforcement assistance, the responding Party shall indicate whether and the extent to which personnel and equipment will be provided.

**15. Pre-Incident Planning:** The commanding officers of the Parties' individual law enforcement agencies may, from time to time, mutually establish pre-incident plans which shall indicate the types and locations of potential problem areas where law enforcement 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 law enforcement assistance under this MOU.

**16. Geographical Boundaries of Territory Covered.** Certified peace officers requested by either Party shall perform services within the municipal or county boundaries of the requesting Party, except to the extent permitted by Wyo. Stat. § 7-2-106(a). For purposes of Sections 3(a)(ii) and 4(b) of this MOU, municipal officers shall perform services solely within the geographic areas of Laramie County.

**17. Complaints.** Complaints arising against an EOD, SWAT, CNU, or taskforce operator because of a cooperative effort under this MOU shall be investigated by the law enforcement agency having primary jurisdiction over the scene. All incidents involving the shooting of a subject, whether intentional or accidental, shall be investigated by the State of Wyoming, Division of Criminal Investigation.

**18. General Provisions.**

a. Amendments. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the Parties to this MOU shall be incorporated by written instrument, executed, and signed by all Parties to this MOU.

b. Assignment. No Party may assign or transfer the responsibilities or agreements made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

c. 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 this MOU and the Parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.

d. Compliance with Laws. The Parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this MOU.

e. Indemnification. Each Party to this MOU assumes the risk of any liability arising from its own conduct. Each Party agrees that it will be responsible for any loss, claim, damages, or demands resulting from its negligence and the negligence of its employees and agents. Neither Party agrees to insure, defend, or indemnify the other.

f. Nondiscrimination. The Parties shall comply with the Civil Rights Act of



1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105, *et seq.*, the Americans With Disabilities Act (ADA), as amended, 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto, and shall not discriminate against any individual on the grounds of age, sex, creed, color, race, religion, national origin, ancestry, pregnancy, or qualifying disability in connection with the performance under this MOU.

g. Governmental Immunity. The Parties do not waive governmental immunity by entering into this MOU and specifically retain all immunities and defenses available to them as governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable laws. Designation of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.

A peace officer acting pursuant to this MOU outside his or her own jurisdiction shall be deemed to be acting within the scope of his or her duties for purposes of the Wyoming Governmental Claims Act and the state self-insurance program, Wyo. Stat. §§ 1-41-101 through § 1-41-111, or the local government self-insurance program, Wyo. Stat. §§ 1-42-201 through § 1-42-206. Any suit relating to those activities contemplated under this MOU 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 pursuant to the terms of this MOU.

The Parties enter into this MOU as separate, independent governmental entities and officials and shall maintain such status throughout. Employees assigned under this MOU shall be considered and shall remain employees of their respective law enforcement agencies at all times and for all purposes under this MOU. No employee of the City or County shall be deemed an employee of the requesting law enforcement agency.

h. Third-Party Beneficiary Rights. The Parties 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 between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

i. Force Majeure. The performance of this MOU by the Parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this MOU. This MOU may be cancelled by any Party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other Party.

j. Severability. If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

k. Notice. All notices arising out of or from the provisions of this MOU shall be in writing and given to the Party either by regular mail or delivery in person.

l. Prior Approval. This MOU shall not be binding upon the Parties, no services shall be performed under the terms of this MOU, and no payments shall be made until this MOU has been reduced to writing and approved by all necessary authorities.

m. Entirety of Contract. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**19. Signatures.** In witness thereof, 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 knowingly and voluntarily agreed to the terms and conditions of this MOU.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

Recommended by:

Mark Francisco

Mark Francisco  
Chief of Police, Cheyenne, Wyoming

3/7/2023  
Date

Brian Kozak

Brian Kozak  
Sheriff, Laramie County, Wyoming

3-14-23  
Date

**CITY OF CHEYENNE, WYOMING**

Patrick Collins  
Patrick Collins, Mayor

(SEAL)

Attest:  
Kristina F. Jones  
Kristina F. Jones, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
For the City of Cheyenne      Date

**LARAMIE COUNTY, WYOMING**

\_\_\_\_\_  
Chairman  
Board of County Commissioners  
(SEAL)

Attest:  
\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

Approved as to Form:

LD. Udeese      3.14.23  
For Laramie County      Date