

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE RATIFIED SUBMISSION OF A THREE PART GRANT APPLICATION TO THE WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF CRIMINAL INVESTIGATION (DCI), FOR A FY 2019, FY 2022 AND A FY 2023 PROJECT SAFE NEIGHBORHOODS GRANT ON BEHALF OF THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING TO REQUEST FUNDING FOR THE LARAMIE COUNTY SHERIFF'S OFFICE IN THE AMOUNT OF \$49,814.00

FOR THE PURPOSE OF: REQUESTED FUNDS WILL BE USED TO PROVIDE TRAINING TO COMBAT DOMESTIC VIOLENCE, PURCHASE OF CAMERAS FOR INVESTIGATIONS, DEATH AND HOMICIDE INVESTIGATION TRAINING, A PUBLIC EDUCATION CAMPAIGN AND EQUIPMENT FOR VIOLENT CRIMINAL APPREHENSION.

WITNESSETH

WHEREAS, the Governing Body of Laramie County desires to participate in the Wyoming Office of the Attorney General, Division of Criminal Investigations Project Safe Neighborhoods grant program by sponsoring this grant to assist in financing this project for the Laramie County Sheriff's Office; and

WHEREAS, the Division of Criminal Investigations requires that certain criteria be met, as described in the Department of Justice rules governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of Laramie County has been provided with preliminary cost estimates and information on the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY that a grant application for \$49,814.00 be submitted to the Wyoming Office of the Attorney General, Division of Criminal Investigations for consideration of assistance in funding the Laramie County Sheriff's Office under the Project Safe Neighborhoods grant program.

BE IT FURTHER RESOLVED, that Sandra Bay, or her successor in the position of Laramie County Grants Manager, is appointed as agent of the Laramie County Board of Commissioners to execute and submit applications and certifications for these funds and to receive funds and implement the programs funded under this grant.

PASSED, APPROVED AND ADOPTED THIS 5th DAY OF MARCH 2024.

By: _____

Date: _____

Chairman, Laramie County Commissioners

ATTEST:

Date: _____

Debra Lee, Laramie County Clerk

Received and Approved as to Form only By:

W.D. Wheeler

Date: 2.22.24

Laramie County Attorney's Office

PROJECT SAFE NEIGHBORHOODS FY 2022 GRANT, CFDA 16.609

**WYOMING OFFICE OF THE ATTORNEY GENERAL,
DIVISION OF CRIMINAL INVESTIGATION (DCI), PROJECT SAFE
NEIGHBORHOODS
CFDA#16.609**

PROGRAM NARRATIVE

Description of the Issue

The Project Safe Neighborhood (PSN) Leadership Committee for the District of Wyoming has selected to focus resources within Laramie County, Wyoming. Laramie County is an approximate 2,688 square mile area located in the southeast corner of Wyoming, which shares a border with Nebraska to the east and Colorado to the south. The population of Laramie County, according to the 2021 census, is 100,863, making it the most populous county in Wyoming. Situated within Laramie County, at the intersection of two major interstates (Interstates 25 and 80), is the city of Cheyenne, the state Capital and largest municipality in Wyoming by population. There are two major law enforcement agencies solely designated to serve this region: the Laramie County Sheriff's Office and the Cheyenne Police Department.

PSN stakeholders, consisting of representatives from federal and state law enforcement agencies, conducted a review and analysis of Wyoming crime statistics as reported to the National Incident-Based Reporting System (NIBRS). The decision to focus resources in the Laramie County area was a direct result of that analysis. The PSN stakeholders determined that Laramie County consistently led the state in violent crime occurrences, incidents of domestic violence, and violent offenses involving the use of firearms by a significant margin. It was further determined that Laramie County accounts for approximately 24% of all violent crime incidents occurring within the state of Wyoming.

Specifically, PSN strategies, resources, and efforts will focus on the following areas of concern, which directly reflect the current violent crime issues in Laramie County, Wyoming:

- Armed Offenders, to include prohibited subjects.
- Violence Against Children
- Violent Crime Recidivists
- The use and sale of controlled substances and related violence.
- Human Trafficking and related violence.
- Intimate Partner Violence (IPV), to include violent offenses stemming from IPV and firearm offenses involving IPV offenders.

The PSN strategies developed to address and reduce the above listed offenses will encompass several design elements to include:

Community Engagement: Increased meaningful interactions amongst communities, law enforcement, prosecutors, and other stakeholders to strengthen trust, relationships, and communication to properly understand the needs and priorities of the community.

Prevention and Intervention: Strategies related to street outreach, youth outreach, and victim services to ensure resources are made available to those in need and most affected by violent crime.

Focused and Strategic Enforcement: Strategies related to identifying groups of prolific offenders and emerging crime trends; determining appropriate enforcement and prosecution strategies; leveraging technology and analytics to identify and understand the drivers of violent crime; and identifying appropriate responses and evidence-based best practices.

Accountability: This element includes research, training, strengthening communication, accurate record keeping and reporting, diversified working groups, and evaluation.

Because Wyoming is such a rural state, local law enforcement agencies in Laramie County are smaller organizations with budgets that typically limit them to routine, reactive enforcement. Partnering with state and federal agencies under the PSN structure will create a force multiplier in addressing violent crime. PSN grant funding will ease budgetary restrictions and allow local agencies to increase their efforts and focus on targeted enforcement, task force development, community outreach and community events.

Project Design and Implementation

PSN grant funding will assist with the development, implementation, and the support of reduction, prevention, and enforcement strategies related to violent crime, violent crime recidivism, illegal gang activity, and firearms offenses. Lead agencies will use funding for programs that emphasize the core elements of PSN while focusing on identifying prolific offenders, armed offenders, and dismantling or disrupting criminal networks involved in firearms, gangs, drugs, and/or human trafficking through collaboration, and comprehensive data sharing. Additionally, funding will enhance coordination and cooperation among public safety partner agencies to ensure that tactics, resources, and intelligence are integrated for the purpose of targeting violent offenders and criminal organizations.

The PSN structure for Laramie County, Wyoming is currently made up of a Leadership Committee, a Selection Committee, a Working Group, and a Community Engagement and Prevention Team.

The Leadership Committee is responsible for developing and implementing prevention, reduction, and enforcement strategies. This committee is also tasked with the overall progress and evaluation of the program. The committee consists of representatives from the following agencies:

- United States Attorney's Office
- Wyoming Division of Criminal Investigation (Selection Committee)
- Wyoming Department of Corrections (Selection Committee)
- Wyoming Association of Sheriffs and Chiefs of Police (Selection Committee)
- United States Marshals Service
- Bureau of Alcohol, Tobacco, Firearms, and Explosives
- Laramie County District Attorney's Office
- Cheyenne Police Department (Lead Agency)
- Laramie County Sheriff's Office (Lead Agency)

The Working Group is responsible for carrying out strategies developed by the Executive Leadership Committee. This group is tasked with enforcement actions, to include shooting reviews, offender prosecution, and program reporting. The group consists of representatives from the following agencies:

- United States Attorney's Office
- Laramie County District Attorney's Office
- Wyoming Division of Criminal Investigation
- United States Marshals Service
- Bureau of Alcohol, Tobacco, Firearms, and Explosives
- Cheyenne Police Department
- Laramie County Sheriff's Office
- Homeland Security Investigations
- Drug Enforcement Administration

- Federal Bureau of Investigation

The Community Engagement and Prevention Team is responsible for conducting community outreach, victim services, prevention programs, and organizing community events.

The team consists of representatives from the following agencies:

- United States Attorney's Office
- Laramie County District Attorney's Office
- Cheyenne Police Department
- Laramie County Sheriff's Office

The program's Fiscal Agent is the State of Wyoming, Office of the Attorney General, Division of Criminal Investigation. The agencies that will apply for subawards are the Cheyenne Police Department and the Laramie County Sheriff's Office. These subawards will be utilized for approved, allowable expenses to include:

- Salary, wages, and fringe benefits of individuals supporting the PSN project.
- Overtime compensation of individuals supporting the PSN project.
- Approved training, workshops, and events associated with the support of the PSN project.
- Travel expenses associated with implementation, execution, and evaluation of the PSN project.
- The purchase of equipment and supplies used to support the execution of the PSN project.

Per the Gang Set Aside Requirement, thirty percent of each agency's award will be dedicated to support and enhance cooperation, intelligence sharing, and coordinated enforcement

efforts among federal, state, and local law enforcement agencies within Laramie County to collaboratively investigate criminal and/or transnational organizations involved in the commission of violent crime, firearms offenses, drug trafficking, and human trafficking.

While Laramie County, Wyoming does not see a consistent level of organized gang activity, it does see a significant level of drug use and distribution, partially due to its geographical location. The city of Cheyenne, which is located within Laramie County, is located at the intersection of Interstates 25 and 80, two major thoroughfares used to facilitate both drug trafficking and human trafficking. Additionally, Laramie County is located a mere 100 miles north of Denver, Colorado, which the Organized Crime Drug Enforcement Task Force (OCDETF) labels as an area of influence for major Mexican transnational criminal organizations. Wyoming authorities credit the Denver, Colorado area as the source of the vast majority of illegal drugs in Laramie County.

Agencies receiving awards under this funding opportunity are required to submit quarterly reports to both the Fiscal Agent and the Executive Leadership Committee on the following:

- Number of prolific and/or armed offenders identified.
- Number of criminal organizations identified.
- Number of criminal organizations disrupted or dismantled.
- Number of firearms seized.
- Number of Privately Manufactured Firearms seized.
- Number of firearms cases referred for federal prosecution.
- Number of violent offender prosecutions.
- Number of community meetings attended.

- Number of prevention and educational activities conducted.
- Number of individuals referred to victim/witness services.
- Overall change (%) in violent crime.
- Overall change (%) in gun related crime.
- Overall change (%) in firearm seizures.
- Itemized list of approved program expenditures.

These reports will be utilized to monitor implementation progress, measure outcomes, and direct tactical (short term) and strategic (long term) decisions to support and improve program efficacy to ultimately achieve the goal of violent crime reduction.

PROJECT SAFE NEIGHBORHOODS GRANT FUNDS REQUEST
APPLICATION

STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION OF CRIMINAL INVESTIGATION
Project Period 1/1/2024-9/30/2024

I – APPLICATION OVERVIEW

Subrecipients are state agencies, units of local government (such as a city or county), or other general-purpose political subdivisions of a state or Indian Tribe.
Laramie County Sheriff's Office

Subrecipient Level of Government (Check One)
[] State [x] County [] City/Town [] Indian Tribe

Name of Subrecipient (City, County, State Agency) Unique Entity Identifier – required Subrecipient Phone
Laramie County Sheriff's Office E9DLJC1HGNQ8 307-633-4712
Suprecipient Street Address City State Zip Code
1910 Pioneer Ave Cheyenne WY 82001
Suprecipient Contact Name Title
Chance Walkama Undersheriff
Email Address
Chance.Walkama@laramiecountywy.gov

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement. Overall responsibility for the administration of the project rests with this individual. Examples: mayor, city or county auditor, director of the state agency, or Tribal Chairperson.
Name of Authorized Official Title Phone
Brian Lovett Chairman 307-633-4260
Street Address City State Zip Code
310 W. 19th Street, Suite 300 Cheyenne WY 82001
Email Address
Commissioners@laramiecountywy.gov

The Project Director has the direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General. Examples: task force coordinator or executive director.
Name of Project Director Title Phone
Aaron Veldheer Chief Deputy-Operations 307-640-9006
Street Address City State Zip Code
1910 Pioneer Ave. Cheyenne WY 82001
Email Address
Aaron.veldheer@laramiecountywy.gov

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Name of Implementing Agency

Laramie County Sheriff's Office

The Fiscal Officer has the responsibility of the financial administration of the project. This person prepares and submits all financial reports as required by the Office of Attorney General. Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officers

Sandra Bay

Title

Special
Grant Manager

Phone

307-
633-
4201

Street Address

310 W. 19th Street, Suite 320

City

Cheyenne

State

WY

Zip Code

82001

Email Address

Sandra.bay@laramiecountywy.gov

PSN Goal Alignment: (select all that apply)



Community Engagement



Prevention and Intervention



Focused and Strategic Enforcement

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel (Salary and Fringe)	0
B. Travel & Training	\$4,500
C. Equipment	\$10,000
D. Supplies	0
E. Procurement Contracts	0
F. Consultant Travel	0
G. Other Costs	0
Total Budget Request	\$14,500

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

There is no expectation of income from the requested income and training.

V. PROJECT NARRATIVE

I. Project Description: Briefly describe the project that is proposed. How will this project address specific goals of the PSN grant? What is the target area of the project? Be sure to demonstrate understanding of the PSN program strategy goals.

If this project is in conjunction or collaboration with another agency, please submit the MOU or letters of support as additional attachments.

The Laramie County Sheriff's Office proactively works to prevent, investigate, and reduce violent crime through the formation of a crime prevention team. This crime prevention team will work with the Cheyenne Police Department while utilizing the S(scan), A(analyze), R(respond), and A(assess) problem-solving methods within the evidence-based crime prevention approach Problem-Oriented Policing.

This unit will use real-time crime data to determine best practice approaches to crime prevention and communicate those responses to all peace officers in Laramie County to protect the citizens and guests of Laramie County from violent criminal predators.

The Laramie County Sheriff's Office is working with the Cheyenne Police Department to utilize Project Safe Neighborhood funds in a well thought out and planned manner, where the early applications will be for equipment and training to prepare the Crime Prevention Team to prevent, investigate, and reduce violent crime. Later, funds will be utilized to fund overtime, public education, community-oriented policing, and targeted enforcement efforts to reach their goals.

\$10,000 – The Laramie County Sheriff's Office would like to purchase new macro camera lenses. This lens would be available to any peace officer within Laramie County through our Criminal Investigations Division. The detectives in the Criminal Investigations Division are available twenty-four hours a day, seven days a week.

These lenses would be used to photograph the injuries to victims of domestic violence or other acts of violence against a person. These highly detailed photographs would help with the documentation of injuries and assist in protecting the dignity of the victims.

This valuable tool will provide highly detailed photographs and assist the district attorney's office and jurors in understanding the injuries caused by the suspect.

\$4,500 - The Laramie County Sheriff's Office would like to send deputies to Crime Prevention through Environmental Design (CPTED) training. This training will certify the deputies in both basic and advanced tactics. CPTED training will be instrumental in the Laramie County Sheriff's Office's partnership with the community in assisting schools, organizations, citizens, and private businesses in instituting evidence-based approaches to preventing violent crime. These deputies will use the skills learned through their CPTED education to create response plans for large-scale criminal incidents.

The additional equipment and training will allow our deputies and the peace officers of Laramie County to give our citizens and guests, including those in marginalized communities, a sense of safety and well-being. Both of these requested items have the potential to identify and reduce gang crime and should be adequate in achieving the 30% gang set aside required in the PSN grant program.

II. Current Efforts: *Clearly define what efforts are currently underway in responding to the problem described in the Project Description.*

In 2023, Sheriff Kozak brought a new administration to the Laramie County Sheriff's Office. This new command staff spent all of 2023 learning from the deputies and identifying areas that need to be improved. High-resolution digital cameras were one of the equipment needs identified by the Criminal Investigations Division. All ten detectives (including corporal and sergeant) have now been issued a high-resolution digital camera.

The macro lens would be compatible and complement the training already provided with the digital cameras. Macro lenses, by design, can work at a short focus distance. The macro lens produces sharp, detailed images of very small subjects. These detailed photographic images are necessary to document wounds and injuries to victims of violent physical assaults, including domestic abuse and child abuse. These detailed photographs will document victims' injuries and assist in criminal prosecutions.

The Cheyenne Police Department is in the early stages of starting the Crime Prevention Team. The Laramie County Sheriff's Office is committed to participating with the Cheyenne Police Department on this Crime Prevention Team. The training provided by this grant, combined with information developed from crime data, will undoubtedly affect and lower crime rates in Laramie County.

III. Timeline – Provide a detailed project timeline.

Quarter	Activities Planned
Quarter 1 1/1/24 - 3/31/24	Submit Application for grant funds and begin planning for implementation
Quarter 2 4/1/24 - 6/30/24	Research and purchase equipment.
Quarter 3 7/1/24 - 9/30/24	Train our criminal investigations division on new equipment
Quarter 4 10/1/24 - 12/31/24	Have two deputies completed the CPTED training

IV. Project Goals - Describe the goals of this project and how they support the PSN Task Force goals.

The Laramie County Sheriff's Office is actively researching the technical data regarding which macro lens would best serve our victims, citizens, and guests of Laramie County.

The Laramie County Sheriff's Office would like to get an employee trained and certified in basic and advanced CPTED to begin community engagement in the summer of 2024. We would work with the Cheyenne Police Department to start public education and prevention efforts in areas with a high likelihood of violent crime.

V. Performance Measures – Describe the measures by which you will determine your project's success. Provide a description of how data supporting these measures will be collected. (Example: Number of presentations given, clients served, violent crime statistics)

The performance measure for the macro lenses will be collecting and documenting the appropriate evidence that protects the dignity of the victim(s) while providing the detailed evidence necessary for criminal prosecution.

The performance measure for CPTED training will be for the successful completion of the training and at least four community presentations by the end of the grant period. Two of these presentations will be held in the unincorporated areas surrounding the unincorporated areas near Cheyenne. Additional presentations will be in the greater communities of Albin, Burns, and Pine Bluffs.

ADDITIONAL REQUIRED INFORMATION

Non-government or Multi-agency Applicants:

- ☐ A third party contract or memorandum of understanding between the agency and the authorized official of the unit local government stating that the unit of local government will be the legal recipient of the federal funds granted to this agency (If applicable)
- ☐ Letter(s) of support (Optional attachment)

UCR Reporting Requirements:

If the implementing agency is a local law enforcement agency, it:

1. must report crime statistics to the State's Uniform Crime Reporting system
2. must be current in its reporting or must have a plan to become current by January 1, 2023.

In order to keep a PSN award, the implementing agency must maintain current UCR stats through the award period (January 1, 2023, through December 31, 2023). Failure to maintain current UCR statistics will result in award sanctions and/or deobligation.

Please indicate most recent crime statistics submitted: December 2023
month year

AUTHORIZED SIGNATURES


I certify that the project proposed in this application meets applicable requirements of the Project Safe Neighborhoods Grant (PSN) Program, that all information presented is correct, and that the applicant will comply with the provisions of the subgrant program and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.



Signature of Authorized Official

2-22-2024

Date



Signature of Project Director

2-22-24

Date




Signature of Fiscal Officer

2/22/24

Date

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY


2-22-24

Budget Summary

For Fiscal Year: **2019**

Note: Any errors detected on this page should be corrected in the corresponding section of the Budget Detail tab.

Budget Category	Federal Request	Non-Federal Contribution	Category Total(s)
A. Personnel	\$0.00	\$0.00	\$0.00
B. Fringe Benefits	\$0.00	\$0.00	\$0.00
C. Travel & Training	\$4,500.00	\$0.00	\$4,500.00
D. Equipment	\$10,000.00	\$0.00	\$10,000.00
E. Supplies	\$0.00	\$0.00	\$0.00
F. Procurement Contracts	\$0.00	\$0.00	\$0.00
G. Consultant Travel	\$0.00	\$0.00	\$0.00
H. Other Costs	\$0.00	\$0.00	\$0.00
Total Costs	\$14,500.00	\$0.00	
Total Project Cost	\$14,500.00		
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N			Yes

Risk Assessment

Purpose: To determine the risk level for all sub-recipients in order to document the sub-recipient monitoring plan. Once the ratings and rankings are completed the level of risk will determine what type of review or audit will be conducted.

Agency Name: Laramie County, Wyoming

Agency Contact/Source of Information: Sandra Bay, Laramie County Grants Manager

Program Title: Project Safe Neighborhoods FY19

- ☐ New Program
☒ Existing Program

Questions	Yes	No
1. Has the key (essential) personnel in the direct implementation and administration of the grant during the previous year remained the same? (Key personnel include the Grant Administrator, Accounting, Budget or Controller personnel) (2 CFR 200.331 (a) (6) (3)).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Has the organization as a whole remained unchanged during the previous year?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Has the accounting/financial system remained the same as last year? (There weren't any upgrades or modifications to the system.) (2 CFR 200.331 (a)(6)(3))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3a. If there were changes, please explain:		
4. Does your entity receive Federal grant money directly from any Federal awarding agencies? (2 CFR 200.331 (a)(6)(4))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Has a Federal agency monitored or inquired or been directly involved in the grant? (2 CFR 200.331 (a)(6)(4))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Has your agency had any compliance finding(s) in the last two years? (findings not limited to on-site or desk reviews, may be issues such as expired SAM.gov registration or expired Certificates of Good Standing)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Does your entity have written procedures covering procurement transactions? (2 CFR 200.318 – 323) [1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Has the sub-recipient been consistently on-time and accurate with the submissions of applications, budgets, amendments and reimbursement requests (if applicable)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Has the DCI Grants Office conducted a site monitoring of the entity within the last 2 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes No N/A		
Has WYDCI Internal Review conducted an audit on the sub-recipient?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rating Scale (Total number of no's for 1 – 9)		
0 – 3 No's Low	Sub-recipient is considered low risk for monitoring <input checked="" type="checkbox"/>	
4 – 6 No's Medium	Sub-recipient is considered medium risk for monitoring <input type="checkbox"/>	
7 – 9 No's High	Sub-recipient is considered high risk for monitoring <input type="checkbox"/>	

COUNTY CONTRACT NO. 230321-6
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 20th 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
Chairman
Board of County Commissioners
(SEAL)

Attest:
Debra K. Tee
County Clerk

March 21, 2023
Date

Approved as to Form:

L.D. Lilesee 3.14.23
For Laramie County Date

PROJECT SAFE NEIGHBORHOODS GRANT FUNDS REQUEST
APPLICATION

STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION OF CRIMINAL INVESTIGATION

Project Period 1/1/2024-9/30/2025

I – APPLICATION OVERVIEW

Subrecipients are state agencies, units of local government (such as a city or county), or other general-purpose political subdivisions of a state or Indian Tribe.
Laramie County Sheriff's Office
Subrecipient Level of Government (Check One)
[] State [x] County [] City/Town [] Indian Tribe

Name of Subrecipient (City, County, State Agency) Unique Entity Identifier – required Subrecipient Phone
Laramie County Sheriff's Office E9DLJC1HGNQ8 307-633-4712
Suprecipient Street Address City State Zip Code
1910 Pioneer Ave Cheyenne WY 82001
Suprecipient Contact Name Title
Chance Walkama Undersheriff
Email Address
Chance.Walkama@laramiecountywy.gov

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement. Overall responsibility for the administration of the project rests with this individual. Examples: mayor, city or county auditor, director of the state agency, or Tribal Chairperson.
Name of Authorized Official Title Phone
Brian Lovett Chairman 307-633-4260
Street Address City State Zip Code
310 W. 19th Street, Suite 300 Cheyenne WY 82001
Email Address
Commissioners@laramiecountywy.gov

The Project Director has the direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General. Examples: task force coordinator or executive director.
Name of Project Director Title Phone
Aaron Veldheer Chief Deputy-Operations 307-640-9006
Street Address City State Zip Code
1910 Pioneer Ave. Cheyenne WY 82001
Email Address
Aaron.veldheer@laramiecountywy.gov

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Name of Implementing Agency

Laramie County Sheriff's Office

The Fiscal Officer has the responsibility of the financial administration of the project. This person prepares and submits all financial reports as required by the Office of Attorney General. Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officers

Sandra Bay

Title

Special
Grant Manager

Phone

307-
633-
4201

Street Address

310 W. 19th Street, Suite 320

City

Cheyenne

State

WY

Zip Code

82001

Email Address

Sandra.bay@laramiecountywy.gov

PSN Goal Alignment: (select all that apply)



Community Engagement



Prevention and Intervention



Focused and Strategic Enforcement

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel (Salary and Fringe)	0
B. Travel & Training	\$11,543
C. Equipment	0
D. Supplies	0
E. Procurement Contracts	0
F. Consultant Travel	0
G. Other Costs	0
Total Budget Request	\$11,543.00

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

There is no expectation of income from the requested income and training.

V. PROJECT NARRATIVE

I. Project Description: Briefly describe the project that is proposed. How will this project address specific goals of the PSN grant? What is the target area of the project? Be sure to demonstrate understanding of the PSN program strategy goals.

If this project is in conjunction or collaboration with another agency, please submit the MOU or letters of support as additional attachments.

\$7,043-The Cheyenne Police Department had a request to host death and homicide investigation training. This training will be available for Cheyenne Police officers, detectives, and Laramie County Deputies and Detectives. The community of Cheyenne is fortunate to have very few homicides, but with the lack of actual homicides, there comes a lack of experience investigating these violent crimes. Officers, detectives, and deputies are disadvantaged in drawing from experience to complete the most comprehensive investigation possible. Contracting nationally recognized homicide investigation trainers to teach the most modern techniques will benefit the community greatly in the investigation of dead bodies and homicides. At the conclusion of the class there will be public information shared to the community about the success and advances by the police department in the area of modern investigations. This public engagement will help to build trust and confidence in the department, hopefully helping aid in the prevention and intervention of future violent crime.

The funds requested are to send Laramie County Sheriff's Deputies to this training hosted by the City of Cheyenne Police Department.

\$4,500-The Laramie County Sheriff's Office would host a train-the-trainer course for local peace officers. This course would train peace officers to identify and teach others about the finer details of domestic violence investigations.

By learning how to conduct more detailed investigations, local peace officers will be better able to assist the victims, not only with the immediacy of the criminal justice system. We would seek out assistance and trainers from the Department of Family Services and other local social service providers.

II. Current Efforts: Clearly define what efforts are currently underway in responding to the problem described in the Project Description.

The Laramie County Sheriff's Office has sent detectives to homicide investigation training in the past; however, the detectives we would like to send have never attended a course before. By sending deputies to a course at the City of Cheyenne Police Department, we will save on travel costs associated with the training. Also, our deputies will be able to train alongside existing partners who they will work real-world cases with. This course allows all peace officers to have a common training. This common training allows them to better observe and document their investigations to assist the victims and aid in successful prosecutions.

Three detectives have been through death investigation training, but seven need a death investigation certification. The requested training would provide this certification and be cost-effective, being located in Cheyenne. For Domestic Violence training, we currently have one detective who has participated in this type of train the-trainer training.

III. Timeline – Provide a detailed project timeline.

Quarter	Activities Planned
Quarter 1 1/1/24 - 3/31/24	Submit Application for grant funds and begin planning for implementation
Quarter 2 4/1/24 - 6/30/24	Send 4-6 detectives to the death investigation school held by the Cheyenne Police Department
Quarter 3 7/1/24 - 9/30/24	Implement learned objectives into practice.
Quarter 4 10/1/24 - 12/31/24	Have all training completed by the end of the quarter.

IV. Project Goals – Describe the goals of this project and how they support the PSN Task Force goals.

The goals of both trainings are to train deputies to better observe and document their investigations. Detectives will be able to utilize modern and proven techniques in investigating death and homicides within the community. In turn, this will allow the office to expand its professionalism and partnership of local agencies such as the City of Cheyenne Police Department. This training will assist in the detection and successful prosecution of violent offenders, and serve to assist in the prevention of future crimes, be ensuring appropriate incarceration.

It is the goal of the office to have deputies trained in best practices for domestic violence cases, as this is approximately 24% of our cases. Our goal is to increase our deputies training to be at a national level for best practices for domestic violence and family violence investigations.

V. Performance Measures – Describe the measures by which you will determine your project's success. Provide a description of how data supporting these measures will be collected. (Example: Number of presentations given, clients served, violent crime statistics)

Our performance measures will be the ability to send deputies to the trainings and realizing the changes surrounding outcomes from court proceedings or arrests. The measurement will be the successful completion of the training in partnership with the City of Cheyenne Police Department. We will also take this training and implement it into our office to follow national best practices to assist the victims of these crimes.

ADDITIONAL REQUIRED INFORMATION

Non-government or Multi-agency Applicants:

- ☐ A third party contract or memorandum of understanding between the agency and the authorized official of the unit local government stating that the unit of local government will be the legal recipient of the federal funds granted to this agency (If applicable)
- ☐ Letter(s) of support (Optional attachment)

UCR Reporting Requirements:

If the implementing agency is a local law enforcement agency, it:

1. must report crime statistics to the State's Uniform Crime Reporting system
2. must be current in its reporting or must have a plan to become current by January 1, 2023.

In order to keep a PSN award, the implementing agency must maintain current UCR stats through the award period (January 1, 2023, through December 31, 2023). Failure to maintain current UCR statistics will result in award sanctions and/or deobligation.

Please indicate most recent crime statistics submitted: December 2023
month year

AUTHORIZED SIGNATURES


I certify that the project proposed in this application meets applicable requirements of the Project Safe Neighborhoods Grant (PSN) Program, that all information presented is correct, and that the applicant will comply with the provisions of the subgrant program and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.



Signature of Authorized Official

2-22-2024

Date



Signature of Project Director

2-22-24

Date



Signature of Fiscal Officer

2/22/24

Date

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY 2-22-24

Budget Summary

For Fiscal Year: **2022**

Note: Any errors detected on this page should be corrected in the corresponding section of the Budget Detail tab.

Budget Category	Federal Request	Non-Federal Contribution	Category Total(s)
A. Personnel	\$0.00	\$0.00	\$0.00
B. Fringe Benefits	\$0.00	\$0.00	\$0.00
C. Travel & Training	\$11,543.00	\$0.00	\$11,543.00
D. Equipment	\$0.00	\$0.00	\$0.00
E. Supplies	\$0.00	\$0.00	\$0.00
F. Procurement Contracts	\$0.00	\$0.00	\$0.00
G. Consultant Travel	\$0.00	\$0.00	\$0.00
H. Other Costs	\$0.00	\$0.00	\$0.00
Total Costs	\$11,543.00	\$0.00	
Total Project Cost	\$11,543.00		

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

Yes

Risk Assessment

Purpose: To determine the risk level for all sub-recipients in order to document the sub-recipient monitoring plan. Once the ratings and rankings are completed the level of risk will determine what type of review or audit will be conducted.

Agency Name: Laramie County, Wyoming

Agency Contact/Source of Information: Sandra Bay, Laramie County Grants Manager

Program Title: Safe Neighborhoods FY22

- ☐ New Program
☒ Existing Program

Questions	Yes	No
1. Has the key (essential) personnel in the direct implementation and administration of the grant during the previous year remained the same? (Key personnel include the Grant Administrator, Accounting, Budget or Controller personnel) (2 CFR 200.331 (a) (6) (3)).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Has the organization as a whole remained unchanged during the previous year?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Has the accounting/financial system remained the same as last year? (There weren't any upgrades or modifications to the system.) (2 CFR 200.331 (a)(6)(3))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3a. If there were changes, please explain:		
4. Does your entity receive Federal grant money directly from any Federal awarding agencies? (2 CFR 200.331 (a)(6)(4))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Has a Federal agency monitored or inquired or been directly involved in the grant? (2 CFR 200.331 (a)(6)(4))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Has your agency had any compliance finding(s) in the last two years? (findings not limited to on-site or desk reviews, may be issues such as expired SAM.gov registration or expired Certificates of Good Standing)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Does your entity have written procedures covering procurement transactions? (2 CFR 200.318 – 323) [1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Has the sub-recipient been consistently on-time and accurate with the submissions of applications, budgets, amendments and reimbursement requests (if applicable)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Has the DCI Grants Office conducted a site monitoring of the entity within the last 2 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes No N/A		
Has WYDCI Internal Review conducted an audit on the sub-recipient?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rating Scale (Total number of no's for 1 – 9)		
0 – 3 No's Low	Sub-recipient is considered low risk for monitoring <input checked="" type="checkbox"/>	
4 – 6 No's Medium	Sub-recipient is considered medium risk for monitoring <input type="checkbox"/>	
7 – 9 No's High	Sub-recipient is considered high risk for monitoring <input type="checkbox"/>	

COUNTY CONTRACT NO. 230321-6
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 20th 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]

3/7/2023
Date


Patrick Collins, Mayor

(SEAL)


Attest:


Kristina F. Jones, City Clerk

Date _____


Approved as to Form:

For the City of Cheyenne **Date**


Brian Kozak
Sheriff, Laramie County, Wyoming

3-14-23

Date


Chairman

(SEAL)

Attest:

Debra K. Lee
County Clerk

Date _____

Approved as to Form:

For Laramie County Date

PROJECT SAFE NEIGHBORHOODS GRANT FUNDS REQUEST

APPLICATION

STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION OF CRIMINAL INVESTIGATION

Project Period 1/1/2024-9/30/2026

I – APPLICATION OVERVIEW

Subrecipients are state agencies, units of local government (such as a city or county), or other general-purpose political subdivisions of a state or Indian Tribe.

Laramie County Sheriff's Office

Subrecipient Level of Government (Check One)

☐

State

☒

County

☐

City/Town

☐

Indian Tribe

Name of Subrecipient (City, County, State Agency)	Unique Entity Identifier – required	Subrecipient Phone	
Laramie County Sheriff's Office	E9DLJC1HGNQ8	307-633-4712	
Suprecipient Street Address	City	State	Zip Code
1910 Pioneer Ave	Cheyenne	WY	82001
Suprecipient Contact Name	Title		
Chance Walkama	Undersheriff		
Email Address			
Chance.Walkama@laramiecountywy.gov			

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement. Overall responsibility for the administration of the project rests with this individual. Examples: mayor, city or county auditor, director of the state agency, or Tribal Chairperson.

Name of Authorized Official	Title	Phone	
Brian Lovett	Chairman	307-633-4260	
Street Address	City	State	Zip Code
310 W. 19th Street, Suite 300	Cheyenne	WY	82001
Email Address			
Commissioners@laramiecountywy.gov			

The Project Director has the direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General. Examples: task force coordinator or executive director.

Name of Project Director	Title	Phone	
Aaron Veldheer	Chief Deputy-Operations	307-640-9006	
Street Address	City	State	Zip Code
1910 Pioneer Ave.	Cheyenne	WY	82001
Email Address			
Aaron.veldheer@laramiecountywy.gov			

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Name of Implementing Agency

Laramie County Sheriff's Office

The Fiscal Officer has the responsibility of the financial administration of the project. This person prepares and submits all financial reports as required by the Office of Attorney General. Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officers

Sandra Bay

Title

Special

Grant Manager

Phone

307-
633-
4201

Street Address

310 W. 19th Street, Suite 320

City

Cheyenne

State

WY

Zip Code

82001

Email Address

Sandra.bay@laramiecountywy.gov

PSN Goal Alignment: (select all that apply)



Community Engagement



Prevention and Intervention



Focused and Strategic Enforcement

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel (Salary and Fringe)	0
B. Travel & Training	0
C. Equipment	\$13,771
D. Supplies	0
E. Procurement Contracts	0
F. Consultant Travel	0
G. Other Costs	\$10,000
Total Budget Request	\$23,771.00

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

There is no expectation of income from the requested income and training.

V. PROJECT NARRATIVE

I. Project Description: Briefly describe the project that is proposed. How will this project address specific goals of the PSN grant? What is the target area of the project? Be sure to demonstrate understanding of the PSN program strategy goals.

If this project is in conjunction or collaboration with another agency, please submit the MOU or letters of support as additional attachments.

\$10,000-The Laramie County Sheriff's Office would like to put this money towards a multi-prong public education campaign. This money would primarily be used to educate Laramie County residents through targeted social media ads and posts. These posts would focus on firearm safety, mental health resources, anti-bullying, and domestic and family violence prevention.

\$13,771-The Laramie County Sheriff's Office would use these funds for equipment and patrol deputy training.

In January of 2024, The Laramie County Sheriff's Office started researching equipment upgrades and national best practices to apprehend violent criminals. This aims to ensure the victims, offenders, and our peace officers all end their day safely.

Our goal is to have this project completed by mid-summer 2024. Training and implementation of the lessons learned will be implemented in Q3 or Q4 of 2024.

II. Current Efforts: Clearly define what efforts are currently underway in responding to the problem described in the Project Description.

The Laramie County Sheriff's Office currently uses social media to communicate with the public. We also attend outreach events and coordinate with the City of Cheyenne Police Department. The new administration has been proactively researching the equipment needs of the office to ensure national best practices are adhered to. Our Office tests and evaluates equipment to determine the need for purchases and large-scale rollout.

III. Timeline – Provide a detailed project timeline.

Quarter	Activities Planned
Quarter 1 1/1/24 - 3/31/24	Submit Application for grant funds and begin planning for implementation. Start campaign efforts be research on needs.
Quarter 2 4/1/24 - 6/30/24	Research equipment needs for patrol deputy training. Continue campaign efforts.
Quarter 3 7/1/24 - 9/30/24	Make equipment purchases
Quarter 4 10/1/24 - 12/31/24	Complete and finalize all necessary training for full implementation. Continue media campaign efforts.

IV. Project Goals - Describe the goals of this project and how they support the PSN Task Force goals.

For our media campaign, we are looking at using social and digital media such as billboards, radio, movie and radio spots in coordination with our community partners. The campaign will communicate that our offices willingness to help and provide notification on the resources within the community. We plan to use QR codes to link to resources and community services for the public to use. This information will aid in the reduction of calls for emergent services. Individuals can and will work to support themselves with existing resources.

For the equipment portion of our request, we will be continuing to work with our local partners to look for emerging technologies to assist the office and the community we serve. One of our ideas includes a driving simulator for our deputies to learn to drive in emergencies, thus keeping the public as safe as possible. We are also exploring virtual reality equipment for the use of force and de-escalation in helping to train deputies to interact with the public including those suffering mental health crises.

V. Performance Measures – Describe the measures by which you will determine your project's success. Provide a description of how data supporting these measures will be collected. (Example: Number of presentations given, clients served, violent crime statistics)

The Laramie County Sheriff's Office is actively working with our information technology department and scouring the International Association of Chiefs of Police and other large conferences and trade shows. Our media campaign will not produce tangible results; however, we anticipate the prevention of domestic or family violence cases along with a reduced call load overall.

Under the purchase of additional equipment, the public and deputies will be safer in having proper equipment and tools for the response needed.

ADDITIONAL REQUIRED INFORMATION

Non-government or Multi-agency Applicants:

- ☐ A third party contract or memorandum of understanding between the agency and the authorized official of the unit local government stating that the unit of local government will be the legal recipient of the federal funds granted to this agency (If applicable)
- ☐ Letter(s) of support (Optional attachment)

UCR Reporting Requirements:

If the implementing agency is a local law enforcement agency, it:

1. must report crime statistics to the State's Uniform Crime Reporting system
2. must be current in its reporting or must have a plan to become current by January 1, 2023.

In order to keep a PSN award, the implementing agency must maintain current UCR stats through the award period (January 1, 2023, through December 31, 2023). Failure to maintain current UCR statistics will result in award sanctions and/or deobligation.

Please indicate most recent crime statistics submitted: December 2023
month year

AUTHORIZED SIGNATURES

I certify that the project proposed in this application meets applicable requirements of the Project Safe Neighborhoods Grant (PSN) Program, that all information presented is correct, and that the applicant will comply with the provisions of the subgrant program and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.



Signature of Authorized Official

2-22-2024

Date



Signature of Project Director

2-22-24

Date



Signature of Fiscal Officer

2/22/24

Date

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY 2.22.24


Risk Assessment

Purpose: To determine the risk level for all sub-recipients in order to document the sub-recipient monitoring plan. Once the ratings and rankings are completed the level of risk will determine what type of review or audit will be conducted.

Agency Name: Laramie County, Wyoming

Agency Contact/Source of Information: Sandra Bay, Laramie County Grants Manager

Program Title: Project Safe Neighborhoods FY23

- ☐ New Program
☒ Existing Program

No.	Questions	Yes	No
1.	Has the key (essential) personnel in the direct implementation and administration of the grant during the previous year remained the same? (Key personnel include the Grant Administrator, Accounting, Budget or Controller personnel) (2 CFR 200.331 (a) (6) (3)).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Has the organization as a whole remained unchanged during the previous year?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Has the accounting/financial system remained the same as last year? (There weren't any upgrades or modifications to the system.) (2 CFR 200.331 (a)(6)(3))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3a. If there were changes, please explain:			
4.	Does your entity receive Federal grant money directly from any Federal awarding agencies? (2 CFR 200.331 (a)(6)(4))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Has a Federal agency monitored or inquired or been directly involved in the grant? (2 CFR 200.331 (a)(6)(4))	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Has your agency had any compliance finding(s) in the last two years? (findings not limited to on-site or desk reviews, may be issues such as expired SAM.gov registration or expired Certificates of Good Standing)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	Does your entity have written procedures covering procurement transactions? (2 CFR 200.318 – 323) [1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.	Has the sub-recipient been consistently on-time and accurate with the submissions of applications, budgets, amendments and reimbursement requests (if applicable)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9.	Has the DCI Grants Office conducted a site monitoring of the entity within the last 2 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes No N/A			
Has WYDCI Internal Review conducted an audit on the sub-recipient?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rating Scale (Total number of no's for 1 – 9)			
0 – 3 No's	Low	Sub-recipient is considered low risk for monitoring <input checked="" type="checkbox"/>	
4 – 6 No's	Medium	Sub-recipient is considered medium risk for monitoring <input type="checkbox"/>	
7 – 9 No's	High	Sub-recipient is considered high risk for monitoring <input type="checkbox"/>	

Budget Summary

For Fiscal Year: **2023**

Note: Any errors detected on this page should be corrected in the corresponding section of the Budget Detail tab.

Budget Category	Federal Request	Non-Federal Contribution	Category Total(s)
A. Personnel	\$0.00	\$0.00	\$0.00
B. Fringe Benefits	\$0.00	\$0.00	\$0.00
C. Travel & Training	\$0.00	\$0.00	\$0.00
D. Equipment	\$13,771.00	\$0.00	\$13,771.00
E. Supplies	\$0.00	\$0.00	\$0.00
F. Procurement Contracts	\$0.00	\$0.00	\$0.00
G. Consultant Travel	\$0.00	\$0.00	\$0.00
H. Other Costs	\$10,000.00	\$0.00	\$10,000.00
Total Costs	\$23,771.00	\$0.00	
Total Project Cost	\$23,771.00		

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No

COUNTY CONTRACT NO. 230321-6
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 20th 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
Chairman
Board of County Commissioners
(SEAL)

Attest:
Debra K. Tee
County Clerk

March 21, 2023
Date

Approved as to Form:

LD. Lileese 3.14.23
For Laramie County Date