

Memorandum of Understanding Between
The Town of Alpine
And The Lincoln County Sheriff's
Office

Term of Agreement

This MOU is effective upon the day and date last signed and executed by the Town of Alpine Mayor and the Lincoln County Sheriff and shall remain in effect until terminated by either party in accordance with the terms of this MOU or until Dec 31, 2026. The MOU will be automatically renewed at the end of the term of each Lincoln County Sheriff unless terminated by either party.

Purpose of MOU

The purpose of the MOU is for the Lincoln County Sheriff's Office to provide enforcement of the Wyoming State Statutes and/or Alpine Ordinances as agreed upon within the Town of Alpine. Conduct special patrols of the Town as requested and agreed by both parties. The certified peace officers covered by this MOU are all certified peace officers employed by the Lincoln County Sheriff's Office.

Cost to Town

In exchange for the services provided by the Lincoln County Sheriff's Office, the Town of Alpine will pay the County a total sum of \$130,000.00 per year. The funds will be paid in two (2) equal installments to the County general fund due no later than August 1st and January 1st of each year. The County will provide the Sheriff's Office budget funds to cover the cost of the services contemplated herein including the cost of all salaries, wages, training, benefits and equipment.

Sheriff's Office Duties

- Enforce Wyoming State Statutes and Alpine Ordinances 112-02 (adopted portions of Wyoming traffic code), 100-01 (public intoxication) and 100-10 (drug paraphernalia) within the Town of Alpine.
- Provide patrol coverage in the Town of Alpine and respond as needed to calls for service based upon the priority of the calls for service.
- Special Patrols as needed determined by the Mayor and Sheriff to include DUI shifts or special shifts at Town events as requested and agreed upon by both parties.
- Make available with reasonable notice all public records and logs pertaining to the Town of Alpine to include monthly schedules and reports of activity as requested.
- The Sheriff's Office will submit all citations issued by it to the Alpine Town Clerk no later

than five (5) days prior to the scheduled Municipal Court appearance as set forth on the citation.

Town of Alpine Duties

- **Inform** the Sheriff's Office of the Alpine Municipal Court schedule.
- **Subpoena** any Sheriff's Office employee required to testify at any hearing or trial in the Alpine Municipal Court.
- Inform the Sheriff's Office of any changes or additions to any Alpine **Ordinances** that could impact the Sheriff's Office services hereunder.
- The Town may, at its discretion, hire a special municipal officer to assist with the enforcement of **Alpine Ordinances** not enforced by the Sheriff's Office. If **Alpine** hires a **special municipal officer**, both parties to this MOU will work **together** and coordinate enforcement activities.

Prosecution and Fines

All violations of Alpine Ordinances shall be cited into the Alpine Municipal Court. Violations of Wyoming State Statutes, unless adopted by Alpine through Ordinance, will be prosecuted by the Lincoln County and Prosecuting Attorney's office in the appropriate court.

Animal Control

The Town of Alpine through its special municipal officer shall be primarily responsible for all investigations and citations involving **animal control**. The Sheriff's Office will remove vicious dogs pursuant to its policies and at its discretion.

Amendments

Any party to this agreement may request changes to this MOU. Any changes, modifications, revisions or amendments which are mutually agreed upon by and between the parties shall become effective when **executed** and **signed** by the parties to this MOU.

Termination

This MOU may be terminated without cause, by either party upon sixty (60) days written notice.
Immunity

The County does not waive sovereign immunity by entering into this MOU and specifically retains immunity and all defenses available to it. The Town of Alpine does not waive sovereign immunity by entering into this MOU and specifically retains immunity and all defenses available to it.

Entirety of Agreement

This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

Signatures

The parties to this MOU through their duly authorized representatives have executed this MOU on the date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties of this MOU have caused it to be executed this ____ day of _____, 2024.

LINCOLN COUNTY SHERIFF'S OFFICE

M Shane Johnson , Sheriff

TOWN OF ALPINE WYOMING

Eric Green, Mayor

ATTESTED TO BY

Monica Chenault, Clerk/Treasurer