

MEMORANDUM OF UNDERSTANDING  
BETWEEN FREMONT COUNTY SHERIFFS' OFFICE, THE CITY OF RIVERTON  
THE CITY OF LANDER, THE TOWN OF DUBOIS,  
AND THE SHOSHONI POLICE DEPARTMENT  
FOR LAW ENFORCEMENT EXTRATERRITORIAL ASSISTANCE AND ACTIVITIES

This Memorandum of Understanding (the "MOU") is entered into on the [ ] day of [ ], 2023, by and between Fremont County Sheriff's Office, 450 North 2<sup>nd</sup> Street, Lander, Wyoming 82520 (the "FCSO"), The City of Riverton, 816 N. Federal Blvd., Riverton, Wyoming 82501, (RPD) the City of Lander, 250 Lincoln Street, Lander, Wyoming 82520, (LPD), The Town of Dubois, 708 Mechem Street, Dubois, Wyoming 82513 (DPD), and the Town of Shoshoni, 214 Idaho Street, Shoshoni, Wyoming 82649, (the "SPD"). The FCSO, RPD, LPD, DPD and the SPD are hereinafter collectively referred to as "Party" or "Parties."

WHEREAS, because responses to emergency or special circumstances may exceed the immediate manpower, skill, and equipment capacities of either Party's department, each party hereto has requested the other parties to provide certified peace officers for law enforcement services in their respective jurisdictions in accordance with this MOU and W.S. 7-2-106(b); and

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

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

WHEREAS, FCSO, RPD, LPD, DPD and SPD desire that officers of the other parties perform law enforcement functions and enforce the state's statutes within the boundaries of the other parties as necessary in the interest of public safety and as authorized under state statute; and

WHEREAS, pursuant to WYO. STAT. § 7-2-106(b), the FCSO, RPD, LPD, DPD and the SPD are authorized to enter into an MOU, to be approved by the respective governing bodies for Fremont County Sheriff's Office, the City of Riverton, Wyoming, the City of Lander, Wyoming, the Town of Dubois, Wyoming and the Town of Shoshoni, Wyoming, for the purpose of providing mutual law enforcement aid and assistance to each of the other parties; and

WHEREAS, WYO. STAT. § 7-2-106(b) authorizes the each of the parties hereto 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.

NOW, THEREFORE, subject to the limitations of this MOU and the provisions of WYO. STAT. § 7-2-106(e), the Parties agree as follows:

1. Effective Date: Pursuant to WYO. STAT. § 7-2-106(b), this MOU shall not be effective until it is approved by the respective governing bodies for FCSO, RPD, LPD, DPD and SPD and executed by the Parties.

2. 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, any 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 Parties or

(ii) by a written MOU signed and executed by the Parties.

3. Purposes: The purposes of this MOU are to: With Regard to Law Enforcement Extraterritorial Assistance and Activities

(a) Permit any party hereto to assign certified peace officers to any other party hereto for law enforcement services within the jurisdictional boundaries of any other party hereto, as requested by the law enforcement agencies of the Parties referenced in this MOU. No Party has a duty to provide mutual aid law enforcement assistance under this MOU. Each Party has discretionary authority to decide whether to respond to a request for assistance from any 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.

(b) Authorize any entity hereto, through its Police Department or Sheriff's Office, to provide general law enforcement services in those geographic areas of jurisdictional boundaries of any other party. For purposes of this MOU, general law enforcement services shall consist of responding to, investigating, and enforcing violations of the Wyoming Criminal Code, other Wyoming Statute, or Municipal Codes that any other entity hereto is authorized to enforce in a manner consistent with the level of performance of peace officers throughout the State of Wyoming. Each party hereto will be authorized to act and otherwise provide general law enforcement services in any situation in which a felony, misdemeanor, crime, other statutory offense or Municipal Code violation has been or is being committed in the officer's presence or respond to any situation where loss of human life or serious injury has occurred or is likely to occur and when such officer is within the geographical boundaries of another entity hereto due to official police duties.

4. Responsibilities of Parties.

(a) Any entity hereto may request assistance of any other entity hereto, to assign certified peace officers under their respective command to perform law enforcement duties within the jurisdiction of the requesting entity. A Party which chooses to respond to a request

for assistance from another Party shall assign certified peace officers who, while so assigned and performing duties, shall be subject to the direction and control the requesting Party's Sheriff or Chief of Police, and shall have full peace officer authority within the requesting Party's jurisdiction during the assignment pursuant to WYO. STAT. §. 7-2-106(b).

(b) In all instances where an officer of one entity is providing general law enforcement services (as defined in Section 3(b), above) in the geographic areas of another entity, the responding entity shall notify the requesting entity of the situations involving felonious crimes and service of search warrants and the requesting entity shall be given the option to retain primary jurisdiction in those incidents. In such instances, the responding officer shall be subject to the direction and control of the requesting entity or designee. Nothing in this subsection (b) or elsewhere in this MOU shall be construed to limit or otherwise affect the investigatory or law enforcement authority of any party hereto.

(c) Any citations written by a municipal officer for violations of any Wyoming State Statute or law in unincorporated areas of Fremont County shall command the alleged violator to appear before the Circuit Court of the Ninth Judicial District, Fremont County, Wyoming. RPD, LPD, DPD or SPD personnel shall be available to appear before the Circuit Court as needed to prosecute each violation. Any citations for misdemeanor offenses written by FCSO or by another party hereto for violations of Wyoming State Statute or a violation of any City or Town Ordinance in a Town or City shall command the alleged violator to appear before the Municipal Court of the entity in whose jurisdiction the offense was committed. Each party hereto shall have full cooperation from the other parties 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 Parties regarding delivery of general law enforcement services and shall work cooperatively to achieve the service 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.

5. Specification of Certified Peace Officers Covered by Assignment: It is mutually understood and agreed that, pursuant to WYO. STAT. § 7-2-106(b), only certified peace officers in good standing may be assigned pursuant to a request for assistance under this MOU.

6. Geographical Boundaries of Territory Covered: Pursuant to WYO. STAT. § 7- 2-106(b), certified peace officers requested by any entity hereto shall perform services within its own municipality or in the jurisdictional boundaries of the requesting agency, except to the extent permitted by WYO. STAT. § 7-2-106(a).

7. Complaints: Complaints arising against any officer or personnel as a result of a cooperative effort under this MOU shall be investigated by the Chief of Police of the responding entity or Sheriff and notification made to the chief or police or sheriff of the requesting agency of the circumstances and findings. All incidents involving the shooting of a subject, whether intentional or accidental, shall be investigated by the State of Wyoming, Division of Criminal Investigation.

8. Responsibilities of Requesting Party: Each requesting Party will advise responding peace officers of administrative and procedural requirements within the jurisdiction of the assignment.

9. Costs and Compensation:

(a) The cost for equipment, training and resources for each certified officer assigned under this MOU shall be the responsibility of that officer's home agency. Home agency is defined as the agency that regularly employs the officer. All equipment provided to use shall remain the property of the party that purchased the property.

(b) Each Party to this MOU shall be responsible for compensation of the certified officers from their home agency.

(c) No requesting agency shall not be called upon to pay or assume any liability for the direct payment of any salaries, wages or other compensation to any responding agency personnel performing extraterritorial law enforcement services hereunder. Additionally, a requesting agency shall not be liable for compensation or indemnity to any responding agency personnel for injury or sickness arising out of his/her performance under this MOU.

(d) The cost of any damage to equipment belonging to a certified peace officer or his employer while acting pursuant to this MOU shall be borne by the officers' home agency.

10. Liability and Governmental Immunity:

(a) Except as provided in this MOU, neither Party agrees to insure, defend, or indemnify the other Party. By entering into this MOU neither Party waives its governmental immunity under the Wyoming Governmental Claims Act, or other applicable law and each Party reserves all immunities and defenses available to them as governmental entities under the laws of the State of Wyoming and the Constitution and laws of the United States.

(b) A peace officer acting pursuant to this MOU outside his own jurisdiction shall be deemed to be acting within the scope of his 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.

(c) 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 shall be deemed an employee of the requesting entity.

Each Party has executed this MOU through its duly authorized representatives on the dates set forth below.

Recommended by:

Ryan Lee

Christopher Konija

\_\_\_\_\_  
Sheriff, Fremont County

\_\_\_\_\_  
Chief of Police, Shoshoni

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Eric Hurtado

Scott Peters

\_\_\_\_\_  
Chief of Police, Riverton

\_\_\_\_\_  
Chief of Police, Lander

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Sean Hampton

\_\_\_\_\_  
Chief of Police, Dubois

\_\_\_\_\_  
Date

Accepted on behalf of Town of Shoshoni, Wyoming

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Joel, Highsmith, Mayor

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Date

(SEAL)

Attest:

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,Clerk

Accepted on behalf of City of Riverton, Wyoming

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Timothy Hancock, Mayor

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Date

(SEAL)

Attest:

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,Clerk

Accepted on behalf of City of Lander, Wyoming

\_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Date

(SEAL)

Attest:

\_\_\_\_\_  
,Clerk

Accepted on behalf of Town of Dubois, Wyoming

\_\_\_\_\_  
Patricia Neveaux, Mayor

\_\_\_\_\_  
Date

(SEAL)

Attest:

\_\_\_\_\_  
,Clerk