



OFFICE OF THE CARBON COUNTY SHERIFF



P.O. BOX 190 • RAWLINS, WY 82301 • (307) 324-2776

SHERIFF
Alex S. Bakken

UNDERSHERIFF
Shawn Kelley

DETENTION CAPTAIN
Leo Black

MEMORANDUM OF UNDERSTANDING FOR DISPATCH SERVICES BETWEEN THE TOWN OF SARATOGA, CARBON COUNTY SHERIFF, AND THE CARBON COUNTY BOARD OF COUNTY COMMISSIONERS

This memorandum of Understanding (hereinafter referred to as “MOU”) is entered into the 20th day of November, 2023 by and between the Town of Saratoga, Wyoming, an incorporated municipality under the laws of the State of Wyoming (hereinafter referred to as TOWN), and the Carbon County Sheriff’s Office (hereinafter referred to as SHERIFF), a division of Carbon County, a political subdivision of the State of Wyoming; and approved by the Board of County Commissioners of Carbon County, (hereinafter referred to as COUNTY).

- 1. Purpose.** The purpose of this MOU is to provide emergency dispatch service assistance to TOWN on an “as-needed” basis. Pursuant to Wyoming Statute Ann. §15-1-103(a)(xxxiv), TOWN has the authority to establish and regulate a police department and dispatch center; however, TOWN does not have a fully staffed police department dispatch center at this time and is in need of emergency dispatch service assistance. This MOU will allow SHERIFF and the Carbon County Sheriff’s Office (“CCSO”) to provide 911 and radio dispatching services and exchange criminal justice information with the Town of Saratoga’s Police Department (“SPD”).
- 2. Authority.** SHERIFF has primary jurisdiction in Carbon County, Wyoming; therefore, has jurisdictional authority to provide dispatch service assistance for TOWN due to its location within Carbon County. See Wyoming Statute Ann. §18-3-606. Pursuant to Wyoming Statute Ann. §16-1-101, governmental agencies are authorized to cooperate with each other and create partnerships to carry out duties or functions legally vested in them by Wyoming law.
- 3. Duration.** This agreement shall be for a continuous period of sixty (60) days, beginning November 20, 2023, and ending January 19, 2024, unless extended for an additional thirty (30) days in accordance with paragraph 5 or terminated by either party in accordance with paragraph 4.
- 4. Termination.** This agreement may be terminated by either party, without cause, upon fourteen (14) days written notice, which notice shall be delivered by certified mail to the address provided in this MOU. This MOU may be suspended or terminated immediately if staffing prohibits SHERIFF from carrying out the terms of this agreement, due to any operational or technical issues with TOWN’s dispatch equipment, or if TOWN violates any rule, policy, or procedure of NCIC, NCLETS or WCJIN, with immediate verbal notification of the suspension or termination to

TOWN, which shall be followed up with written notice delivered by certified mail to the address provided in this MOU.

5. **Extension.** This MOU may be extended for an additional thirty (30) days if the parties are able to reach a mutually acceptable fiscal agreement for the purchase and installation of the VPN Gateway device which would allow SPD dispatching to occur from the Carbon County Dispatch Center.
6. **Scope of Agreement.** The agreement is limited to emergency dispatch service assistance undertaken by SHERIFF for TOWN police department dispatch center.
7. **Consideration.** In exchange for the emergency dispatch service assistance to be performed by SHERIFF for TOWN in accordance with this MOU, TOWN shall pay SHERIFF the applicable hourly amounts due pursuant to Paragraph 9(C) for the services provided herein.
8. **SHERIFF's Obligations.** During the term of this MOU, SHERIFF shall assume and perform the following:
 - A. SHERIFF shall provide assistance with emergency dispatch services coverage for TOWN, assisting with covering scheduled dispatch hours on an "as needed" basis and at the discretion and availability of CCSO unless previously scheduled and agreed upon by both SHERIFF and SPD. SHERIFF shall provide a local staff member to operate TOWN dispatch services at the SPD until full dispatch capabilities can be attained from the CCSO Dispatch Center through the utilization of a VPN Gateway device. If there is a dire emergency, as determined by the SHERIFF, that prevents SHERIFF from providing an employee to operate TOWN dispatch services at the SPD prior to installation of the VPN Gateway device, dispatch services may be provided from the Carbon County Dispatch Center.
 - B. CCSO shall invoice TOWN for hourly services on a monthly basis.
 - C. CCSO will maintain and provide adequate records of all 911 calls and dispatching information for TOWN, barring unforeseen technical issues.
 - D. CCSO will answer phone calls for service, and dispatch TOWN and Encampment law enforcement officer(s), local emergency medical services, fire services and any other agency currently dispatched by TOWN, and employees or volunteers who respond to those calls.
 - E. CCSO will share or exchange criminal justice information with TOWN's law enforcement officers as needed to meet the terms of this agreement.
 - F. SHERIFF agrees to sign, agree to and comply with any necessary terminal user agreements as needed for the SHERIFF and/or dispatch staff to obtain criminal history information for TOWN.

9. **TOWN's Obligations.** During the term of this MOU, TOWN shall assume and perform the following:
- A. TOWN shall provide and maintain an operational dispatch center and equipment.
 - B. TOWN must qualify as a Criminal Justice Agency with an assigned NCIC ORI and agree to abide by all rules, policies and procedures of the National Crime Information Center (NCIC); National Law Enforcement Telecommunications System (NLETS); Wyoming Criminal Justice Information Network (WCJIN).
 - C. TOWN shall pay Carbon County, Wyoming, an hourly fee of Seventy-five Dollars (\$75.00) per hour for the services included in this agreement that are completed as straight-time by any Carbon County employee(s). TOWN shall pay Carbon County, Wyoming, an hourly fee of One Hundred Twenty-five Dollars (\$125.00) per hour for the services included in this agreement that are completed as over-time by any Carbon County employee(s). Overtime is calculated at any time a CCSO employee exceeds 40 hours per week working for the county and/or the TOWN. If this MOU is terminated during the term consistent with paragraph 4 herein, TOWN shall be responsible to reimburse COUNTY for services provided herein prior to the date of termination of services.
 - D. TOWN shall pay for the services provided pursuant to this agreement within thirty (30) days of invoicing by the County or Sheriff, by making payments to the Carbon County Clerk, P.O. Box 6, Rawlins, WY 82301.
 - E. TOWN will maintain and provide adequate records of 911 calls and dispatching information to CCSO for calls serviced by CCSO employees pursuant to this agreement upon request, barring unforeseen technical issues.
 - F. TOWN agrees to hold COUNTY, SHERIFF, any employees, elected officials, officers and/or contractors, harmless from any and all liability which they otherwise may have as the result of the services provided through this agreement by the COUNTY, with the exception of any liability accruing to the COUNTY or its officers and employees as the result of negligent acts or omissions of the COUNTY's employees elected officials, officers and/or contractors, pursuant to this agreement.
 - G. TOWN agrees to provide NCIC terminal access to SHERIFF and/or his employees.
 - H. TOWN agrees to comply with the duties and responsibilities developed to ensure the reliability, confidentiality, completeness and accuracy of all records contained in or obtained by means of the NCIC, NLETS and WCJIN systems. TOWN recognizes that failure to comply with these duties and responsibilities will subject the SHERIFF to various sanctions and those may include the termination of NCIC, NLETS and WCJIN services.

- I. TOWN agrees to sign, agree to and comply with any necessary terminal user agreements as needed for the SHERIFF and/or dispatch staff to share criminal history information with TOWN.
- J. TOWN agrees to abide by all rules, policies and procedures of CCSO as necessary to provide services pursuant to this agreement. TOWN shall provide the SHERIFF with names and telephone numbers of all persons on call for such services and provide CCSO with monthly call-out schedules and procedures.
- K. TOWN must provide a schedule for requested dispatch services no later than two (2) weeks in advance of services. TOWN recognizes that SHERIFF must approve all requests for coverage. Emergency services can be provided when necessary, after notice to and approval from the SHERIFF.

10. General Terms:

- A. **Amendments.** Any party may request changes in the MOU. 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. **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 any action arising out of this MOU and over the parties, and the venue shall be the Second Judicial District, Carbon County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of six (6) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Governmental Immunity.** TOWN, SHERIFF and COUNTY each individually, do not waive governmental immunity by entering into this MOU, and specifically retain all immunities and defenses available to each as a governmental entity¹ and all other applicable law. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- E. **Independent Contractor.** SHERIFF shall function as an independent contractor for the purposes of this MOU and shall not be considered an employee of TOWN for any purpose. SHERIFF shall assume sole responsibility for any debts or liabilities that may be incurred by SHERIFF in fulfilling the terms of this MOU and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this MOU. Nothing in this agreement shall be interpreted as authorizing SHERIFF or its agents

to act as an agent or representative for or on behalf of TOWN or to incur any obligation of any kind on behalf of TOWN except as expressly provided herein. SHERIFF agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to TOWN employees will inure to the benefit of SHERIFF or its agents and/or employees as a result of this MOU.

- F. Indemnification.** Each party shall be responsible for its own conduct and that of its employees, elected and appointed officials. Neither party shall be required to indemnify the other party.
- G. Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given through the United States Postal Service, mailed, certified mail, return receipt requested, or sent by express mail to the addresses set forth herein except for the initial verbal communications as provided in Paragraph 4. Addresses for notice may be changed by giving written notice of the change in the manner set forth herein.

TOWN:
Town of Saratoga
Attn. Mayor
PO Box 486
Saratoga, WY 82331

COUNTY:
Carbon County Commissioners
PO Box 6
Rawlins, WY 82301

SHERIFF:
Alex Bakken, Carbon County Sheriff
PO Box 190
Rawlins, WY 82301

- H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiaries, 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.
- I. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

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11. **Signatures:** The parties to this agreement, through their duly authorized representatives, have executed this agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Town of Saratoga:

 Date: 11-17-2023
Chuck Davis, Mayor

Carbon County:

 Date: 11/07/2023
Sue Jones, Chair, Board of
County Commissioners


Saratoga Police Department:


 Date: 11-17-23
Mike Morris, Chief

Attest:

 Date: 11/07/2023
Gwynn Bartlett, Carbon County Clerk




Saratoga Town Clerk
JENNIFER ANDERSON
11/17/23

 Date: 11/07/2023
Alex Bakken, Carbon County Sheriff