

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LARAMIE COUNTY, WYOMING, LARAMIE COUNTY FIRE AUTHORITY and
LARAMIE COUNTY FIRE DISTRICT No. 1**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between Laramie County, Wyoming ("County"), whose address is P.O. Box 608, Cheyenne, Wyoming 82003-0608, on behalf of Laramie County Planning and Development, the Laramie County Fire Authority ("LCFA"), which comprises of former Laramie County Fire Districts No.2 and No.8, whose address is 5800 North College, Cheyenne, Wyoming 82009, and Laramie County Fire District No. 1 ("LCFD1"), whose address is at 207 E Allison Rd, Cheyenne, WY 82007.

2. **Purpose.** The purpose of this MOU is to facilitate fire inspections throught Laramie County at the request of County.

3. **Term.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until December 31, 2028, or until termination by the General Provisions of this MOU.

4. **Responsibilities of the County, through Laramie County Planning and Development.**

- a. The County shall conform with the requirements of W.S. § 35-9-121, et. al., specifically applying for, and accepting delegation from the state fire marshal: the authority to enforce and interpret local or state fire, building, existing building standards or electrical safety standards as required by the same statute.
- b. The County shall provide direction, administrative support, and operational assistance with the assignment of fire inspections throughout Laramie County to LCFA and LCSD1.
- c. The County shall deputize LCFA and LCFD1 personnel, pursuant to W.S. §§ 35-9-107(b)(ii) and (iii), once County has received proper documentation that said personnel are properly certified and licensed as required by 35-9-121 et. al, that LCFA or LCFD1 are certified.

5. **Responsibilities of the LCFA and LCFD1.**

- a. LCFA and LCFD1 are volunteering to assist the County in the local enforcement delegation granted to County by the state fire marshal, and will make certain that any personnel performing enforcement or inspection operations, comply with certification and licensing as required by W.S. § 35-9-121, et. al.
- b. LCFA and LCFD1 shall only conduct fire inspections in Laramie County at the

direction of County.

6. General Provisions.

a. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between 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 First Judicial District, Laramie County, Wyoming.

c. Assignment. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees, and permitted assignees. Neither party shall assign this MOU without the express written consent of the other.

d. Audit/Access to Records. The County shall have access to any books, documents, papers, and records of the LCFA and the LCFD1 which are relevant to this MOU.

e. Indemnification. To the fullest extent permitted by law, LCFA and LCFD1 agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of LCFA and LCFD1 for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees.

f. Force Majeure. The performance of the MOU by either party 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, 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. The MOU may be cancelled by either 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.

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

h. Prior Approval. This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins.

i. Governmental Immunity. COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Addendum and by extension for the Entire Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Addendum, or the Entire Agreement.

j. 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.

k. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

l. Entirety of Agreement. This MOU, consisting of four pages, represents the entire and integrated agreements between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

8. Signatures. In witness whereof, 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 agreed to the terms and conditions of this MOU as set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

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LARAMIE COUNTY FIRE DISTRICT No. 1**

Memorandum of Understanding

LARAMIE COUNTY, WYOMING

By _____
Laramie County Commissioners

Date _____

ATTEST

By: _____
Laramie County Clerk

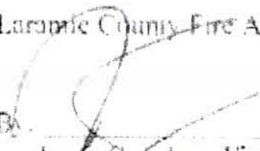
Date _____

Laramie County Planning and Development

By: 
Dan Peters

Date 5/27/25

Laramie County Fire Authority

By: 
Jason Caughey, Fire Chief [or BOARD]

Date 4/24/25

Laramie County Fire District #1

By: 
Darrick Mittlestadt, Fire Chief [or BOARD]

Date 5/27/25

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

Date 5-27-25