

**MEMORANDUM OF UNDERSTANDING BETWEEN THE LARAMIE
COUNTY EMERGENCY MANAGEMENT AGENCY AND THE LARAMIE COUNTY
SHERIFF'S DEPARTMENT
FOR SNO-CAT USE AND OPERATING PROCEDURES**

1. **Parties:** This Memorandum of Understanding (the "MOU") is made and entered into by and between the Laramie County Emergency Management Agency (LCEMA), 3962 Archer Parkway, Cheyenne, Wyoming 82009 and the Laramie County Sheriff's Department (LCSD), 1910 Pioneer Avenue, Cheyenne, Wyoming 82001.

2. **Purpose:** The Laramie County Sno-Cat (Sno-Cat) will be primarily under LCEMA with the understanding that LCEMA and LCSD have priority use of the Sno-Cat within Laramie 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 terminated.

4. **Responsibilities of LCEMA and LCSD:** LCEMA will take primary responsibility over maintenance and housing for the Sno-Cat. LCEMA agrees to work with the LCSD to pre-plan deployment options for the Sno-Cat during preparations for severe winter weather as long as LCEMA is notified of the removal from the storage area and reason for use. LCSD will take responsibility for the cost of fuel when in their use and all cost of repairs if damage occurs while in their use. LCEMA will require an equipment use agreement to be signed by any department or agency outside of LCEMA and LCSD. LCEMA and LCSD agree to review and maintain the Standard Operating Procedures (SOP) annually to insure usage requests and operations are still functional.

5. **General Provisions:**

A. **Amendments.** Either party may request changes in this 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 First Judicial District, Laramie County, Wyoming.

C. **Availability of Funds.** Fund availability is not an obligatory requirement within this MOU due to no funds being transferred or allocated between either the LCEMA or LCSD.

D. **Entirety of Agreement.** This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and approved as to form by the Laramie County Attorney's Office.

F. 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 either party may renegotiate the terms affected by the severance.

G. Sovereign/Governmental Immunity. LCEMA and LCSD do not waive their sovereign immunity and governmental immunity by entering into this MOU, as provided by any applicable law including W.S. § 1-39-101net seq., and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

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 REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE LARAMIE
COUNTY EMERGENCY MANAGEMENT AGENCY AND THE LARAMIE COUNTY
SHERIFF'S DEPARTMENT
FOR SNO-CAT USE AND OPERATING PROCEDURES**

Signature Page

Laramie County Emergency Management Agency

By:  _____ Date 3/29/2022
Jeanine West, Director

Laramie County Sheriff's Department

By:  _____ Date 03/24/22
Danny Glick, Sheriff

BOARD OF LARAMIE COUNTY COMMISSIONERS

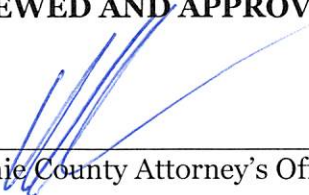
By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

This MOU is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 3/23/27
Laramie County Attorney's Office

LARAMIE COUNTY SNO-CAT SOP

Purpose

The purpose of this Standard Operating Procedure (SOP) is to clarify primary agency ownerships, operating procedures, and requests for use by county departments, and outside agencies requests.

Ownership

Laramie County Emergency Management (LCEMA)

Laramie County Sheriff's Department (LCSD)

Pre-deployment is always preferred for incoming inclement winter weather. LCSD and LCEMA have priority for vehicle use.

Request for use

1. All requests for use will need to be through the LCEMA On-Call number or through proper Search and Rescue notification procedures. Note: LCSD staff must advise LCEMA of use due to storage of location and maintenance needs. LCSD/LCEMA must notify each other of use/out of service.
2. Agency requesting the use must advise what they need it for, duration, and location.
3. All County Departments and outside agencies borrowing the vehicle must sign an equipment use agreement prior to deployment of equipment. Note: If an LCEMA or LCSD staff member are operating the vehicle, no agreement is needed.

Vehicle Operations

1. All operators must have required training prior to driving vehicle
2. Proper documentation of damage/non-functioning parts must be completed(use incident reporting form located in "glovebox")
3. Appropriate/capable vehicle must be utilized for trailer transportation.

Maintenance

1. Any major repair cost will fall on the entity that was operating the equipment at the time
2. Annual and/or regular maintenance for normal operations shall be performed by LCEMA