

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CHEYENNE
VETERANS ADMINISTRATION MEDICAL CENTER, CHEYENNE, WYOMING
AND THE CHEYENNE/LARAMIE COUNTY EMERGENCY MANAGEMENT
AGENCY**

This agreement is made and entered into by and between the Cheyenne and Laramie County Emergency Management Agency (Laramie County EMA), 3962 Archer Parkway, Cheyenne, WY 82009 and the Cheyenne Veteran's Administration Medical Center (CVAMC) at 2360 East Pershing Boulevard, Cheyenne, Wyoming 82001. The parties agree as follows:

I. PURPOSE

a. Establish terms and conditions by which either party may request aid and assistance from the other party in planning for and responding to an emergency or all-hazards incident which exceeds available resources within the jurisdiction of either party.

b. CVAMC resource(s) deployed under the terms of this agreement will have the authority to operate or use to meet disaster needs through assistance within Laramie County's jurisdiction or through Laramie County EMA, to support response actions in surrounding counties or in support of the Wyoming Office of Homeland Security (WOHS).

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until terminated as provided herein.

III. AUTHORITY.

This agreement is made and entered into by the Laramie County EMA and the Cheyenne VAMC, hereinafter defined as "Party" or "Parties," pursuant to applicable federal law and Wyoming Statutes Annotated, Sections 19-13-201 through 19-13-210, and Section 35-9-201.

IV. RESPONSIBILITIES OF COUNTY

1. Laramie County EMA shall notify CVAMC of all equipment use and/or deployment with 72 hours of use.

2. Laramie County EMA shall provide CVAMC a copy of all equipment liability and use agreements in the event CVAMC equipment, stored within Laramie County EMA's facility is borrowed by another agency. This includes any state or Federal Emergency Management Agency (FEMA) equipment forms required for the incident.

3. Laramie County EMA may from time to time request the use of CVAMC vehicles, staff, and equipment for purposes related to the operation and needs of the Laramie County Emergency Management Agency. The Director of Laramie County Emergency Management or her designee shall, in such instances, request from CVAMC and/or CVAMC's designee for this purpose, the use of such vehicles, equipment, and/or staff when available. During any time that vehicles or equipment, subject to this Agreement

are in or under the control of Laramie County, Laramie County EMA agrees, to the extent permitted by law, to fully indemnify CVAMC for any loss, liability, damage or any claims resulting from Laramie County EMA' use or control over said vehicles and equipment.

4. Laramie County EMA shall make sure any equipment deployed by Laramie County EMA, owned by CVAMC, is in perfect operating condition and is returned in the same condition after deployment. Laramie County EMA pledges to ensure recipients return equipment deployed to their jurisdiction is returned to Laramie County EMA/CVAMC in the same condition in which it was deployed.

5. Laramie County EMA shall provide assistance to the CVAMC upon their request for equipment and/or personnel in the event of exercises, events, emergencies and/or disasters.

6. Laramie County EMA may provide temporary storage for CVAMC equipment when/if space is available.

IV. RESPONSIBILITIES OF CVAMC

1. CVAMC shall oversee and cover all costs associated with annual or routine maintenance for all equipment owned and operated by CVAMC. CVAMC shall maintain records of all maintenance and/or repair of said vehicles and equipment. This includes all equipment owned by CVAMC temporarily stored at a Laramie County EMA facility.

2. CVMAC shall provide drivers and/or operators for all buses and decontamination equipment unless CVAMC agrees that appropriate training or licensing has been provided and/or approved by the CVAMC from the requesting agency via Laramie County EMA.

V. GENERAL PROVISIONS

A. Termination: This Agreement may be terminated (a) by either party at any time for any reason with thirty (30) days' prior written notice to the other party.

B. Entire Agreement: This Agreement (6 pages) represent the entire and integrated agreement and understanding between the parties, and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

F. Governmental/Sovereign Immunity: Neither CVAMC nor Laramie County EMA waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Both parties fully retain 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 Agreement.

G. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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EMERGENCY MANAGEMENT AGENCY**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
K. N. Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CVAMC: Cheyenne Veterans Administration Medical Center

By: _____ Date: Jan 19
Paul L. Roberts, MHA, FACHE
Medical Center Director
Cheyenne VA Health Care System

ATTEST:

For By: Dave Schaad Date: 23 Jan 19
Dave Schaad, MHR, EMT
Emergency Manager
Cheyenne VA Medical Center

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date 2/7/19
Gladys Ayokosok, Deputy Laramie County Attorney