

Approved as to  
form only:  
Date: 9/15/14

CITY CONTRACT #7074



**Memorandum of Understanding (MOU) for Tactical EMS  
Between  
American Medical Response and Cheyenne Police/Laramie County Sheriff  
Joint Special Weapons and Tactics Team**

This agreement is made between American Medical Response Cheyenne, a Tactical Emergency Medicine Services provider unit (AMR), and the Cheyenne Police/Laramie County Sheriff Joint Special Weapons and Tactics Team (SWAT).

**RECITALS:**

- A. AMR and its associates desire to provide Tactical Emergency Medicine Support to SWAT.
- B. AMR desires to contract with the Cheyenne Police Department and the Laramie County Sheriff's Department to form a Tactical Emergency Medicine Team to be designated the TEMS AMR Cheyenne (TEMS).
- C. TEMS desires to provide tactical emergency services for SWAT. TEMS will provide advanced life support and emergency medical care in the field for any team training or significant incident which involves unusual hazards to law enforcement officers.

**1.0 DEFINITIONS**

The following terms will have the following meanings for this agreement:

- 1.1 "Training" and "call-outs" refers to tactical unit training or a tactical police deployment.
- 1.2 "Mission" shall mean training and call-outs, rescue operations or any other significant incident which involves unusual hazards to law enforcement officers.
- 1.3 "Tactical Emergency Medicine Team" or "TEMS" shall refer to specially trained AMR medics who will train with members of SWAT in order to provide medical support to SWAT during missions.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CHEYENNE POLICE/LARAMIE COUNTY SHERIFF SWAT  
AND THE AMR CHEYENNE TACTICAL EMERGENCY MEDICINE SERVICES TEAM**

## **2.0 TEMS DUTIES**

AMR will provide two (2) to six (6) medics. AMR will provide tactical emergency medicine support through the TEMS team as set forth below:

### **2.1 BEFORE a mission, TEMS members will:**

- a) Attend training sessions at which they will provide training in tactical emergency medicine to SWAT. Additionally, TEMS members will tactically train with the members of SWAT, to enhance teamwork and mutual understanding of roles.
- b) Acquire and maintain important history, immunization status and current health status on each SWAT team member. The confidentiality of this information is ensured by the medical officer members of TEMS.
- c) Monitor training and callouts to detect and prevent injuries and illnesses to heat or cold extremes, food poisoning, environmental injuries, etc.
- d) Prepare a medical tactical pre-plan to aid the SWAT Commander in mission planning when feasible.
- e) Research any pertinent medical issues relating to training and callouts.
- f) Be available for any general medical support needed for the SWAT team members.
- g) Provide instruction for the SWAT team in basic first aid including practicing "officer down" scenarios, rescue, extrication, hazardous material drills, and training in the medical aspects of other hazardous missions.
- h) Be available to serve as resource to contact for any medical concerns that impact SWAT.

### **2.2 DURING a mission, TEMS will provide:**

- a) On-site Medical Care. Provide on-site medical care that results in the immediate availability of first aid, advanced airway management, and prompt treatment of shock, traumatic injury and medical illness. Medical and operational documentation will be provided after each training and call-out session. Preparedness for emergency decontamination will be arranged, in case of exposure to toxic substances (clandestine drug lab exposure, or WMD/NBC terrorist incident).
- b) Liaison. Serve as a liaison to local Emergency Medical System (EMS) officials, local hospitals, officials for Public Safety Agencies, and other personnel for the SWAT Commander and members of SWAT.
- c) Remote Assessment. Provide remote medical condition assessment of officers or victims injured in exposed positions.
- d) Indirect Medical Care. Remain available for "medicine across the barricade" as needed. The need for such indirect medical care may arise in several situations including the need

to provide medical care instructions to hostages or bystanders via telephone or radio if they are unable to receive direct medical care.

- e) **Immediate Medical Support.** Be able to provide the psychological benefit of immediate medical support for members of SWAT.
- f) **Interface with EMS Providers.** Interface with existing advanced life support (ALS) EMS providers and help obtain tactically secure and timely transportation for the injured or ill, via improved communications with ground and/or air medical EMS Transport Agencies. TEMS will be a non-transport agency and will rely upon the existing EMS system for transportation of patients.
- g) **Patient Advocate.** Serve as the patient advocate for members of SWAT who are treated by other medical providers and accompany injured members to the hospital, thus helping to provide integration and improved communication between officers and the local health care delivery system.
- h) **Medical Aid to Non-law Enforcement Personnel.** Provide humanitarian, stabilizing medical aid to non-law enforcement personnel who are in need of critical medical intervention. The existing EMS system will also interface, treat and transport any such patients as soon as possible.

### **2.3 AFTER a Mission, TEMS members will provide:**

- a) **Incident Review.** Be present at the debriefing session and provide an analysis of the mission from the TEMS member's perspective, providing suggestions for improvement regarding the event to SWAT.
- b) **Review of Medical Records.** Review all medical treatment or other records relevant to operational or training missions in which they participate. Each EMS area has specific required paperwork to complete if medical care was provided.
- c) **Data Collection Analysis.** Collection and analysis of data with support from the Casualty Care Research Center in Washington, D.C. This agency will analyze SWAT training and call-out medical records and provide feedback and comparison with national data.
- d) **Recommendations.** Recommendations on future medical training and procedures to SWAT. This might include such broad areas as gear recommendations, environmental, health and safety (EH&S) issues, and other projects at the discretion of the SWAT Commander.

### **2.4 Training and Qualifications. TEMS Team members will:**

- a) **Be trained to provide as a team emergency medical services for law enforcement personnel including those on TEMS.**

- b) Maintain current certifications of licensure, as well as ongoing continuing medical education requirements. Advanced courses in TEMS are encouraged.
- c) Be familiar with and be able to effectively coordinate with the entire emergency medical system from the area of operation to the receiving medical facilities. The EMS Resource hospital will be Cheyenne Regional Medical Center.
- d) Work with SWAT on a regular basis and be trained to understand mission objectives, tactics used, weapons, special devices likely to be employed, and communications policies and procedures. In order to function effectively in support of SWAT, TEMS must have a working knowledge of SWAT including its tools and tactics and meet all requirements for TEMS as set forth in team Standard Operating Procedures (SOP).

2.5 Equipment and Supplies. Tactical medical supplies and the clothing and tactical gear for TEMS will be provided by and will be the property of AMR Cheyenne. The clothing and tactical gear of TEMS will duplicate the clothing and gear of SWAT.

### **3.0 LIABILITY AND GOVERNMENTAL IMMUNITY**

3.1 Liability. TEMS members will be fully covered under AMR insurance programs. TEMS members individually agree to sign waivers/indemnification specifically waiving the right to obtain financial settlements from the City of Cheyenne, the Cheyenne Police Department, Laramie County, Wyoming, and the Laramie County Sheriff's Department for any injuries incurred in the line of duty including death, disability or dismemberment. AMR will provide medical care for injured TEMS members under the Workers Compensation Act but will not reimburse any lost wages that may be incurred in the performance of TEMS medical duties.

3.2 Governmental/Sovereign Immunity. The City of Cheyenne, the Cheyenne Police Department, Laramie County, Wyoming, and the Laramie County Sheriff's Department do not waive their governmental immunity by entering into this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

3.3 Indemnification. Each Party to this MOU hereby acknowledges and agrees that it shall be responsible for its own acts arising out of this MOU. No Party agrees to defend or indemnify another Party.

### **4.0 TERM AND TERMINATION**

4.1 Term. The promises and obligations herein contained shall commence as of the date of signature of this agreement for a term of one year and shall be automatically renewed for one-year periods thereafter unless either party gives the other party written notice of intent not to renew this agreement at least ninety days prior to the expiration of the term.

4.2 Termination. Written agreement by either party terminates this agreement. In the event either party to this agreement shall, with or without cause at any time, give the other party at least thirty (30) days advanced written notice of termination, the agreement shall terminate on the future date specified in such notice.

## **5.0 GENERAL PROVISIONS**

5.1 Entirety of MOU. This agreement, excluding addendums, constitutes the entire agreement between the parties and contains all the terms and conditions between the parties with respect to the subject matter hereunder. AMR and SWAT shall be entitled to no benefits or service other than those specified herein. This agreement supersedes all other agreements either written or oral between the parties with respect to the subject matter hereof.

5.2 Amendments. This agreement shall be construed and interpreted in accordance with the laws of Wyoming. It may only be amended, modified or terminated by an instrument signed by the parties involved. This agreement shall ensure to the benefit of and be binding upon the parties, their successors, legal representatives and assigns, and neither this agreement nor any right or interest of AMR or SWAT arising herein shall be voluntarily or involuntarily sold, transferred or signed without written consent with the other party, and any attempt will result in that assignment being void.

5.3 Applicable Law/Venue. 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. This provision is not intended nor shall it be construed to waive the City of Cheyenne and Laramie County Sheriff Office's governmental immunity as provided in this Agreement.

5.4 Prior Approval. This MOU shall not be binding upon any of the parties unless and until this MOU has been reduced to writing approved as to form by the City Attorney, the County Attorney, and approved by the Board of County Commissioners of Laramie County, Wyoming, the Mayor of the City of Cheyenne and AMR.

5.5 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 any party may re-negotiate the terms affected by the severance.

5.6 Interpretation. Nothing in this MOU shall be interpreted or construed so as to authorize or compel any law enforcement or governmental entity or any other party to this MOU to act in violation of any controlling state, federal or local law or regulation.

5.7 Notice. If notice is required herein, it shall be effective when delivered in person or when sent by United States Certified Mail to: AMR Cheyenne: 2542 Old Happy Jack Rd. Cheyenne, Wy 82001, the Laramie County Sheriff, and the City of Cheyenne Chief of Police.

5.8 Third-Party 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 the MOU and shall insure solely to the benefit of the Parties to this MOU.

5.9 Costs and Compensation.

- a. The costs for equipment, training and resources for each certified officer assigned to SWAT shall be the responsibility of that officer's home agency. All equipment provided to the SWAT Team for joint use shall remain the property of the purchasing agency.
- b. Each Party to this MOU shall be responsible for compensation of the certified officers from their home agency during a SWAT operation.


IN WITNESS WHEREOF, the parties have hereto executed of this agreement and multiple originals as of the last date written below.

**City of Cheyenne**

  
\_\_\_\_\_  
Marian J. Orr, Mayor, City of Cheyenne

Date: 9.19.19

**Attest:**

  
\_\_\_\_\_  
Kristina F. Jones, City Clerk  
(SEAL)

Date: 09-23-19

**Cheyenne Police Department**

  
\_\_\_\_\_  
Brian Kozak, Chief of Police

Date: 9-24-19

**Laramie County, Wyoming**

\_\_\_\_\_  
Board of County Commissioners

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Debra Lee, County Clerk  
(SEAL)

Date: \_\_\_\_\_

**Laramie County Sheriff's Office**

\_\_\_\_\_  
Danny Glick, Sheriff

Date: \_\_\_\_\_

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY



THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
5301 S. DICKINSON AVE.  
CHICAGO, ILL. 60637

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FROM: [illegible]  
SUBJECT: [illegible]

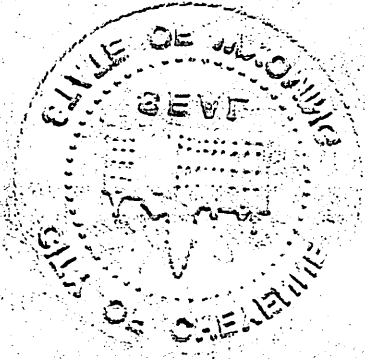
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**AMR Representative**

DocuSigned by:

*Steven Dralle*

*Steven Dralle, AMR President of the South Region*

Date: 9/13/2019

**ADDITIONAL OFFICE APPROVAL AS TO FORM:**

**Cheyenne City Attorney**

*Joe Chenchar, City of Cheyenne,  
Assistant City Attorney*

Date: 9/19/19

**Laramie County Attorney**

*Mark Voss, County Attorney*

Date: 10/3/19