

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF LARAMIE, WYOMING AND THE UNIVERSITY OF WYOMING

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this 1st day of August, 2019, by and between City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address is City Hall, 406 Iverson Street, Laramie, Wyoming 82070 and the University of Wyoming, (hereinafter referred to as “University”), whose address is 1000 East University Avenue – Dept. 3414, Laramie, WY 82071.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which City Fire Department provides additional emergency medical services during the University 2019-2020 football, basketball season and at other sports/special events as requested. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows.

3. **Term of MOU.** This MOU is effective from August 1st, 2019 through June 30, 2020, unless this MOU is otherwise terminated pursuant to the termination provision contained within this MOU.

4. **Payment.** University agrees to pay City the rate of one hundred twenty-five dollars (\$125.00) per hour for each City emergency medical team provided by City at each University home football, basketball game or other sports/special events during the 2019-2020 season. City shall submit an itemized invoice to University Athletics Department within forty-five (45) days upon the completion of all the scheduled events. University shall pay City for such services within forty-five (45) working days from the receipt of City’s itemized invoice.

5. **Responsibilities of City.**

A. City agrees that the City Fire Department will provide a fully equipped ambulance, and one (1) EMT and one (1) firefighter at each scheduled University football game, each home men’s and women’s basketball game and other sports/special events (if requested) for the 2019-2020 season. To the extent that such personnel are available, the City agrees that the City Fire Department will provide one additional emergency medical team for each home football game during the 2019-2020 season. The rate for this additional team will also be one hundred twenty-five dollars (\$125.00) per hour. The City will not be requested to provide more than (1) ambulance at each home football game. If multiple sporting events are hosted by UW concurrently, the City reserves the right to manage EMS crews for an effective emergency response.

B. City shall determine which EMT and firefighter of the Laramie Fire Department will be assigned to each football, basketball game or other sports/special event. Any EMT and firefighter of the Laramie Fire Department who are assigned and performing duties pursuant to this MOU are subject to the direction and control of City and shall have full authority within the territorial jurisdiction of University for the purposes of performing additional

emergency medical assistance for University as described herein. Nothing in this MOU shall be interpreted to authorize any EMT and firefighter of the Laramie Fire Department to exercise any power that the City is not authorized to exercise.

C. Assigned City EMT and firefighter of the Laramie Fire Department shall perform the following additional emergency medical services to University:

1. During the time period in which assigned City Fire Department EMT and firefighter are performing additional emergency medical assistance to University under this MOU, the assigned City EMT and firefighter shall be on-duty for City and will be performing their duties in accordance with the rules and regulations of City's standard operating procedures.

2. Assigned City EMT and firefighter along with City ambulance shall report to University War Memorial Stadium and Auditorium Arena or other requested venue, no later than 1 hour prior to the beginning of each football, basketball game or other sport/special event and shall remain for thirty (30) minutes after the completion of each game. City Fire Chief or their designee shall retain the authority to direct or redirect, at all times, any City assigned EMT and firefighter duties and assignments.

3. With input from the University, City will determine and make the final decision on the appropriate placement of the ambulance and City EMT and firefighter for each football, basketball game and other sports/special event as requested.

4. City shall maintain control and be responsible for the operation of the ambulance and the various equipment contained within the vehicle.

D. City agrees to comply with the NIMS/ICS Unified Command Post protocols for game day operations.

6. Responsibilities of University

A. The University will give the City advance notice of request for medical team service, preferably 30 days before the 1st request for service. Advance notice is of paramount importance to the City in order to schedule game day requests.

7. 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, and effective when 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 of Albany Judicial District and County, Wyoming.

C. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. **Liability.** Any assigned City EMT and firefighter acting under this MOU shall be deemed to be acting within the scope of his duties for purposes of the Wyoming Governmental Claims Act and the local government self-insurance program, Wyo. Stat. §§1-42-101 through 1-42-207. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to assigned City EMT and firefighter and University personnel while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU. Each party to this agreement is assuming the risk of liability from its own conduct and the conduct of its employees and agents.

E. **Termination.** This MOU may be terminated, without cause, by either party upon thirty (30) days' written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

F. **Indemnification.** Each party to this agreement shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

G. **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.

H. **Sovereign Immunity.** The University of Wyoming and City Fire Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, 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.

I. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a 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.

IN WITNESS WHEREOF, the Laramie City Council has caused this MOU to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and University through their duly authorized representatives has signed and executed this MOU, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Joe Shumway, Mayor and President of the Laramie City Council
City Council

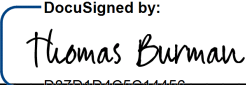
Attest: _____
Nancy Bartholomew, City Clerk

UNIVERSITY OF WYOMING:

Recommended by:

By: _____
Matt Whisenant, Deputy Athletics Director

Date

By: 

Tom Burman, Athletics Director

7/29/2019

Date