MEMORANDUM OF UNDERSTANDING BETWEEN TETON COUNTY, WYOMING, THE TOWN OF JACKSON, AND TETON COUNTY VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER

This Memorandum of Understanding ("MOU") is by and between Teton County, Wyoming, a duly organized county of the State of Wyoming ("Teton County"), the address of which is P.O. Box 1727, 200 South Willow Street, Jackson, Wyoming 83001, the Town of Jackson, WY, a duly organized city of the State of Wyoming ("Town of Jackson"), the address of which is P.O. Box 1687, 150 E Pearl Ave, Jackson, Wyoming 83001, and Teton County Voluntary Organizations Active in Disasters ("TC VOAD"), the address of which is P.O. Box 7424, Jackson, Wyoming 83002.

RECITALS

WHEREAS, pursuant to Wyoming Statute §19-13-109 the local homeland security coordinators in collaboration with other public and private agencies within this state will develop or cause to be developed mutual aid arrangements for reciprocal homeland security aid and assistance in case of disaster of extreme nature which affects two (2) or more political subdivisions or is too great to be dealt with unassisted; and

WHEREAS, Teton County, the Town of Jackson, and Teton County Emergency Management ("TCEM") desire to have a local emergency plan in effect to address unmet needs of people and animals both during and following a disaster; and

WHEREAS, the mission of TC VOAD is to foster more effective service to the people of Teton County affected by disaster through communication, coordination, cooperation, and collaboration with the Teton County Emergency Operations Plan (EOP) directed by Teton County Emergency Management; and

WHEREAS, TC VOAD wishes to coordinate the efforts of local non-profit organizations and houses of worship to assist with the unmet needs of people and animals in times of disaster and disaster recovery; and

WHEREAS, Teton County, the Town of Jackson, and TCEM support the mission of TC VOAD; and

THERFORE LET IT BE KNOWN THAT Teton County Voluntary Organizations Active in Disaster is hereby recognized by Teton County, the Town of Jackson, and Teton County Emergency Management as the lead coordinator of local non-profit organizations and houses of worship who wish to assist their community in times of emergencies or disaster in Teton County.

1. PURPOSE.

This MOU defines the roles for TC VOAD and Teton County in disaster preparedness, mitigation, response, and/or recovery operations in Teton County. Teton County and TC VOAD agree to cooperate in order to provide for unmet needs of the people and/or animals of Teton County during and following a disaster or emergency. Unmet needs include, but are not limited to: shelter, feeding, crisis counseling, donations management, case management, financial assistance, translation services, and logistical support.

2. TETON COUNTY'S/EMERGENCY MANAGEMENT OBLIGATIONS.

a. TCEM shall incorporate TC VOAD into applicable Teton County/Town of Jackson emergency plans and procedures as applicable to providing for unmet needs of the community during and after disasters or emergencies.

b. TCEM agrees to invite TC VOAD to applicable emergency trainings and exercises.

c. TCEM may provide a seat in the Teton County Emergency Operations Center for TC VOAD during emergency activations, if applicable.

d. TCEM will provide space for meetings and trainings of TC VOAD as available and needed.

e. Teton County/Town of Jackson shall incorporate allowable expenses undertaken by TC VOAD and its member organizations in the provision of supplies and services to the people of Teton County for the purposes of disaster relief into overall cost accounting for a disaster.

3. OBLIGATIONS OF TETON COUNTY VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTERS.

a. Upon the request and notification from TCEM, TC VOAD will activate in response to a disaster in Teton County/Town of Jackson if it has the capacity and ability, but agrees that it will not self-activate, except under extreme disaster conditions where all communication and infrastructures are out of service (i.e. major earthquake).

b. TC VOAD will work to build its membership to address potential unmet needs during and after a disaster.

c. TC VOAD will maintain a membership organization contact list and share it with TCEM.

d. TC VOAD will make an effort to participate in Teton County's and the Town of Jackson's emergency planning, training, and exercises.

5. INSURANCE.

Each party shall be responsible for its own actions or omissions and those of its employees or volunteers. Each party shall be individually responsible for providing insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in a safe and operational condition.

6. INDEMNIFICATION.

Each party shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees, volunteers, and agents at all times. No party agrees to insure, defend, or indemnify the other, subject to negligence or willful misconduct.

NOW THEREFORE, IT IS MUTUALLY AGREED TO AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

This MOU is not a legally binding or enforceable document, and does not create any legal, financial, funding or other fiscal or fiduciary duties or obligations of any kind between the participants or to any third-parties, and may not be relied upon by any party as the basis for any claim. The MOU expresses the mutual understandings as outlined herein, and nothing in this MOU may be construed as affecting the legal authority of the participants. This MOU shall not bind future Boards of County Commissioners of Teton County, Wyoming, nor Town Councils of the Town of Jackson, Wyoming, nor Teton County VOAD Boards, and shall not and does not require the participants to obligate or expend funds or commit to acts of any kind as related to the project as described herein.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

BOARD OF COUNTY COMMISSIONERS
Teton County, Wyoming

By: _____ Date: 12.15.2015
Barbara Allen, Chair 12.15.2015

Attest by:

_____
Sherry L. Daigle, County Clerk
Teton County, Wyoming

Affix Official Seal:

TOWN COUNCIL
Town of Jackson, Wyoming

By: _____ Date: 12/21/15
Sarah Flitner, Mayor

Attest by:

_____
Olivia Goodale, Town Clerk
Town of Jackson, Wyoming

Affix Official Seal:

TETON COUNTY VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTERS

By: Rev. David Bott

Rev. David Bott, Chair

Date: 2-25-16

Attest by: REV DAVID BOTT, CHAIRMAN VOAD

K Walker

Name: K WALKER

Title: NOTARY

Notary Seal:

K WALKER – NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
My Commission Expires April 30, 2017