

FIRE PROTECTION AGREEMENT

This Agreement for fiscal year 2023-2024, is made and executed by and between The Town of Rolling Hills, Converse County, Wyoming ("Town"), the Glenrock Fire Department, Glenrock, Wyoming ("GFD"), and the County of Converse, Wyoming, acting through its Board of Fire Suppression Authority, Converse County, Wyoming ("FSA").

RECITALS

1. FSA oversees funding for the Douglas Fire Department, the Glenrock Fire Department and the Converse County Rural Fire Department;
2. The Glenrock Fire Department provides fire protection services to the Town of Rolling Hills through funding maintained by FSA;
3. It is in the public's best interest, and in accordance with W.S. §15-1-121, as amended, to enter into this Agreement to provide fire protection services to the Town of Rolling Hills;
4. Town should provide payment to FSA for fire protection services, and Town should consider the annual proposed budget of GFD and costs for services to Town when determining the amount to pay FSA for services provided hereunder.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, the parties agree as follows:

1. GFD shall maintain and staff a sufficient fire station in order to provide fire protection services to the Town. GFD agrees to maintain logs for any call-outs within the Town from the fire station and shall provide a copy of such log to the Town on at least a quarterly basis. Said logs shall contain, at a minimum, the location of each call-out.
2. There shall be two (2) officers assigned to oversee the operation of the fire station, who shall be directly accountable to the Fire Chief of the Department. All communications from Town municipal authorities shall be through the GFD, except for routine monetary business.
3. GFD shall provide all training and safety equipment for the firemen assigned to the fire station.
4. In exchange for providing fire protection services, Town agrees to pay FSA the sum of forty two thousand nine hundred eighty dollars (\$42,980.00). Said sum shall be payable in two equal semi-annual payments of twenty thousand one hundred forty dollars (\$21,490.00), to be made payable and mailed to the Fire Suppression Authority. FSA agrees said sums shall be earmarked for GFD's usage.
5. FSA and/or GFD shall be responsible for providing workman's compensation coverage for all firefighters who are working and/or deployed from the fire station.
6. FSA and/or GFD shall be responsible for maintaining liability insurance on GFD personnel and insurance on any vehicles used by GFD and/or its agents, employees or assigns.
7. The Town's water system will be flushed by the Town pursuant to Town Ordinance 2009-105.
8. When feasible, GFD shall pull water from Well #1 or Tank #1.

9. The term of this Agreement shall be from July 1, 2023 to June 30, 2024.

10. This Agreement may be terminated or modified upon the mutual consent of the parties hereto.

11. Nothing contained in this Agreement shall be construed as to limit or in any way affect the Town's sovereign immunity, as provided by law, and the Town expressly reserves such sovereign immunity.

12. In the event either party breaches this Agreement, and upon the failure of either party to comply with the terms contained herein, the non-breaching party shall be afforded all rights as allowed by law or equity in a court of competent jurisdiction to enforce the provisions contained herein.

13. This Agreement in no way shall affect or otherwise modify any other Agreement between Town and the FSA or the GFD.

IN WITNESS WHEREOF, the parties have executed this agreement at _____, this ____ day of _____, 2023.

TOWN OF ROLLING HILLS

By: _____
Jon O. Maines, Mayor

Attest:

Teresa Montgomery, Clerk/Treasurer

FIRE SUPPRESSION AUTHORITY

By: _____
Rick Andrews, Chairman

Attest:

Teresa Montgomery

GLENROCK FIRE DEPARTMENT

By: _____
Shon Lindsay, Fire Chief

Attest:

Teresa Montgomery