

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MILLS, WYOMING AND
BAR NUNN, WYOMING CONCERNING BRUSH TRUCK**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2023, by and between the CITY OF MILLS, WYOMING, a municipal corporation and TOWN OF BAR NUNN, WYOMING.

RECITALS

WHEREAS, The City of Mills, Wyoming and Town of Bar Nunn, Wyoming each operate fire departments within Town of Bar Nunn, Wyoming; and

WHEREAS, The two fire departments provide mutual assistance to each other as needed; and

WHEREAS, The City of Mills presently has a brush truck which is idled due to mechanical issues and is not capable of being deployed; and

WHEREAS, The Town of Bar Nunn has sufficient brush trucks for its needs and is capable of providing a reserve brush truck to the City of Mills on a temporary basis; and

WHEREAS, Covering fire suppression and fire fighting requirements in both municipalities is in their common interest;

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Provision of Reserve Brush Truck

A. The Town of Bar Nunn shall provide to the City of Mills, for the terms and conditions contained herein, a reserve brush truck, the same being 2003 Ford F550 TYPE 6 brush truck VIN: 1FDAW57P23EC66190 (“brush truck”), from the date of execution of this Agreement through the end of November 2023, unless this Agreement is terminated earlier.

B. The City of Mills shall keep the brush truck at its fire station in Mills, Wyoming, during this Agreement.

C. The City of Mills shall be responsible for ordinary maintenance of the truck while it is in its possession, and all ordinary costs associated its operation, but shall not be responsible for latent defects or conditions in the truck which preexisted its being provided.

D. The City of Mills shall be responsible for loss of the truck or damage to the truck which arises due to use by the City of Mills.

Section 2. Fees for Use

The City of Mills shall pay to Bar Nunn the Federal fire rate of \$100/hour any time the truck is called into use by the City of Mills, with there being a two hour minimum (\$200.00) when it is called into such use, provided, however, that if the use is within the corporate boundaries of the Town of Bar Nunn there shall be no fee for the use.

Section 3. Risk of Loss and Indemnification

The City of Mills shall indemnify and hold harmless the Town of Bar Nunn for any claims, demands, or losses that arise due to the City of Mills' use of the brush truck.

Section 4. Early Termination of this Agreement.

Either party to this Agreement may terminate it prior to its expiration by providing seven days' notice to the other party.

Section 5. Jurisdiction and Venue

All suits concerning this Agreement or the activities to be conducted thereunder, may only be brought in the Seventh Judicial District, State of Wyoming.

The parties agree that the law of the State of Wyoming shall apply to this Agreement and the anticipated lease.

Section 6. Survival Clause

Should any provision of this agreement be struck by a court of law, all remaining provisions shall continue to be fully operable.

Section 7. Authorization

The parties to this agreement warrant that they have the agreement, agree to its terms, and are authorized to enter into this agreement.

Section 8. No waiver of sovereign immunity

Neither party to this agreement shall be deemed to have waived its sovereign immunity by entering into this Agreement.

Entered into this ____ day of _____, 2023.

CITY OF MILLS, WYOMING,

By: _____

TOWN OF BAR NUNN, WYOMING

By: _____