

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MILLS, WYOMING AND NATRONA COUNTY WYOMING PERTAINING TO THEIR FIRE DEPARTMENTS

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2022, by and between the CITY OF MILLS, WYOMING, a municipal corporation and NATRONA COUNTY, WYOMING.

RECITALS

WHEREAS, The City of Mills, Wyoming and Natrona County, Wyoming each operate fire departments within Natrona County, Wyoming; and

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

WHEREAS, The Federal Emergency Management Agency provides for Fire Prevention and Safety (FP&S) Grants as part of Assistance to Firefighters Grants (AFG) and support projects that enhance the safety of the public and firefighters from fire and related hazards with the primary goal is to reduce injury and prevent death among high-risk populations.

WHEREAS, The City of Mills Fire Department and the Natrona County Fire Department are both in need of a Fire Safety Trailer, a Virtual Fire Extinguisher Training Simulator and a VR Fire Sprinkler Demonstration Unit; and

WHEREAS, If said assets could be secured the City of Mills Fire Department and the Natrona County Fire Department could jointly use these assets to their mutual benefit and that of the County and its residents at large.

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

AGREEMENT

Section 1. Joint Grant Application for Grant

The City of Mills Fire Department and the Natrona County Fire Department shall jointly apply for a Fire Prevention and Safety Grant for the purpose of acquiring a Fire Safety Trailer, a Virtual Fire Extinguisher Training Simulator and a VR Fire Sprinkler Demonstration Unit. Each Governmental entity shall take such steps as are appropriate such as to authorize a representative of their fire department to apply for said grant.

Section 2. Joint Use of Grant Supplied Assets

a. Should the grant be awarded, in whole or in part, the City of Mills Fire Department and the Natrona County Fire Department shall utilize and own the assets acquired through the grant, and shall operate them on a mutually beneficial schedule, with each party having half interest on the

same and a right to possession of the same on an equal basis. The parties shall fully cooperate with each other in this regard.

b. Nothing in this agreement shall preclude the agencies from using the assets jointly.

c. The agencies shall each share in the cost associated with this equipment, with each party to bear half the cost of the same.

d. The agencies may, upon mutual agreement, include other fire departments within Natrona County within this arrangement, depending upon such terms and conditions as they jointly feel appropriate at the time.

Section 3. Risk of Loss and Indemnification

Each party shall indemnify the other for all claims, demand, and losses associated with their individual use and possession of the equipment and property, provided, however, that neither party shall assert against each other a claim or demand for property loss at any time.

Section 4. 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 5. 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 6. Authorization

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

Entered into this ____ day of _____, 2022.

CITY OF MILLS, WYOMING,

By: _____

NATRONA COUNTY, WYOMING

By: _____