

Contract Agreement Between

Carbon County Fire Protection District and Town of Elk Mountain Fire Department

CONTRACT AGREEMENT FOR STRUCTURE FIRE AND OTHER RELATED EMERGENCIES

WHEREAS, the safety of the citizens of the State of Wyoming is of the utmost importance to all levels of state and local government;

WHEREAS, the Town of Elk Mountain ("provider") and Carbon County Fire Protection District ("recipient") seek to enter a contractual Agreement in order to provide for the sharing of resources, personnel, and equipment in the event of a local disaster or other emergency;

WHEREAS, Wyoming Statute §18-3-509 (a) (i) allows the Fire Protection District to contract with a municipal corporation to provide or receive fire protection; and

WHEREAS, the town of Elk Mountain desires the authority to respond outside of its jurisdictional boundaries in order to protect the life and safety of county residents and limit potential loss from fire; and

WHEREAS, the town of Elk Mountain geographic location would allow it to provide a rapid fire and rescue response, basic emergency care, and extrication to motor vehicle crashes with injuries which would provide a service to the District; and

WHEREAS, Wyoming Statute §15-1-103(a)(xxiii)(C) allows municipalities to enter into mutual aid and assistance and contractual agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services during a natural or human-made disaster and/or other emergency; now,

THEREFORE, the parties agree as follows:

SECTION I. DEFINITIONS

- A. "Agreement" shall mean this document, the "Contract Agreement for Structure Fire and Other Related Emergencies."
- B. "Aid and Assistance" shall include, but not be limited to, personnel, equipment, facilities, services, supplies, and other resources.
- C. "Authorized Representative" shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or aid under the terms of this Agreement.
- D. "Disaster or other emergency" shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional, accidental, or unintended release of any substance in or material in any form or quantity which poses an unreasonable risk to the safety and health and to the property when released, natural incidents, explosions, fires, collapses, or any other incident which directly affects public safety.
- E. "Provider" means a party to this Agreement that has received a request to furnish aid and assistance to the party in need ("Recipient").
- F. "Recipient" means a party to this Agreement receiving aid and assistance from another party.

SECTION II.
OBLIGATIONS OF THE PARTIES

- A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party's foremost responsibility is to its own citizens as per Wyoming State Statute §15-1-121 (b). This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.
- B. Automatic Aid Dispatch – Structure fires, Wildland fires and motor vehicle crashes requiring fire and rescue within the designated perimeter of the Town of Baggs as shown in Exhibit "A" which is attached and incorporated herein, will be automatically dispatched from the Carbon County Sheriff's Office dispatch center.
- C. Procedures for Requesting Assistance – Other requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by contacting the appropriate dispatch center. The documentation of that request being in the form of dispatch records. Any request for aid from recipient to provider shall include a verbal statement of the amount and type of equipment requested, the number of personnel requested, and shall specify the locations to which the equipment and personnel are to be dispatched. It shall be the recipient's decision as to the type of equipment and number of personnel actually dispatched by the provider.
- D. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. The authorized representative for the Town will be the Fire Chief of the Department. The authorized representative for the County will be the District Chief. In the absence of the Town Chief or District Chief, the incident command system will be adhered to.
- E. Supervision and Control – The authority having jurisdiction should maintain a command presence of the incident utilizing the unified command system. In the event there is no representative available from the authority having jurisdiction, it is understood the incident command system will be utilized to stabilize the incident and the most qualified incident commander has authority to make decisions on behalf authority having jurisdiction.
- F. Period of Service; Renewability; Recall – Unless agreed otherwise, the duration of the Provider's service shall be for an initial period of four (4) hours, starting from the time of dispatch. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant.
- G. Dispatch and Radio Equipment – The provider agrees to utilize the Carbon County Dispatch Center and/or the Casper Interagency Dispatch Center when providing all services related to this agreement.
- H. The provider agrees to initially respond with a reasonable amount of manpower and equipment based on dispatch information understanding more resources may be requested as more information of the incident becomes available.
- I. As per the Standard Operating Guidelines, it is discouraged to allow apparatus to respond with one person. (Exception: command Vehicle with a command officer, support vehicle, or pumping apparatus with remote operated water monitors).
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SECTION III.
Compensation

- A. Except as otherwise provided below, it is understood that Recipient shall compensate the Provider for the following documented services and costs.
1. Man hours and equipment costs shall be in accordance with the most current State of Wyoming Wildland Fire Resource Mobilization Guide at the time of the incident. Engine typing will be in accordance with the National Wildfire Coordination Group standards. No minimum guarantees will be allowed.
 2. Rescue / Extrication Vehicles will be considered a Type 2 Structure Apparatus with no minimum guarantee and compensated accordingly per hour.
 3. Personnel providing Rescue / Extrication will be considered FF-B listed in the Wyoming Firefighters Pay Plan and compensated accordingly per hour.
 4. The provider is responsible for all costs associated with equipment, facilities, staffing, and apparatus. The provider shall function as an independent contractor for the purposes of this contract and shall not be considered an employee of the recipient for any purpose. The provider shall assume sole responsibility for any debts or liabilities that may be incurred by the provider in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this contract. Provider agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to Carbon County employees will inure to the benefit of the Provider or the Provider's agents and/or employees because of this contract. This contract is compensation for services rendered to the recipient.
 5. The provider is responsible for arranging and paying for any necessary insurance costs, deductibles, and premiums.
 6. The recipient will only compensate the provider from the time of emergency dispatch to the time the provider returns to the station and returns apparatus to available status. These times will be monitored by the Carbon County Sheriff Dispatch Center.
- B. Record Keeping – Both parties agree to maintain records of an incident including but not limited to run reports, injury reports, investigation reports and dispatch call logs. Both parties agree to ensure incidents are being correctly tracked and reported. The recipient agrees to submit NIFRS reports on incidents inside their jurisdiction based from information from run reports provided by the provider. The provider is responsible for NIFRS reports within their municipality as per State Statute. The recipient may submit NIFRS reports on behalf of the provider if both parties agree.
- C. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.
- D. Inspection of Records – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient.

SECTION IV.
PROVIDER'S EMPLOYEES

- A. Rights and Privileges - Whenever Provider's employees / volunteers are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider, as in accordance with Wyoming Statute §15-1-121(c).
- B. Workers' Compensation - Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees / volunteers.
- C. Certifications and Qualifications - The provider's employees / volunteers shall be certified or qualified for the level of emergency response they are providing. For structural fire response, the certifications will be in accordance with the State of Wyoming Fire Marshall's Office certification program. For wildland fire it shall be in accordance with State of Wyoming Forestry Red Card qualification.
- D. The provider is solely responsible for training its employees / volunteers for fire and rescue operations. This does not preclude the recipient from providing training opportunities, but the recipient is not required to do so.

**SECTION V.
NONDISCRIMINATION**

In accordance with Article 15 of the Executive Law ("Human Rights Law") and all other applicable local, State, and Federal constitutional, statutory, and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or the region for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status, or marital status.

**SECTION VI.
INDEMNIFICATION**

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

**SECTION VII.
AMENDMENTS**

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

**SECTION VIII.
DURATION OF AGREEMENT**

- A. The initial term of this Agreement shall commence on the execution of this agreement by all Parties hereto, shall automatically renew for subsequent terms of one calendar year, and shall end when any party wishes to withdraw from this agreement. This agreement will be reviewed annually and if no additions or corrections are determined to be needed will stay in effect until terminated by one or both of the parties.

- B. Review – This Agreement should be reviewed every year (1) year as to applicability to both parties.
- C. Termination – Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

**SECTION IX.
GOVERNMENTAL IMMUNITY**

Recipient and Provider do not waive governmental immunity by entering into this contract. Each of them specifically retains all immunities and defenses available to them as governmental entities pursuant to Wyoming Statute §1-39-101, et seq., and all other applicable law. Designations of venue, choice of enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

Provider does not waive immunity pursuant to Wyoming Statute §15-1-121(c), by entering into this contract.

**SECTION X.
TAXES**

Provider shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

**SECTION XI.
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 contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this contract shall operate only between the parties to this contract and shall inure solely to the benefit of the parties to this contract. The provisions of this contract are intended only to assist the parties in determining and performing their obligations under this contract.

**SECTION XII.
HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenience only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XIII.
SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement.

**SECTION XIV.
TERMINATION OF CONTRACT**

This Contract may be terminated, without cause, by the Recipient upon thirty (30) days written notice. This Contract may be terminated by the Recipient immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

**SECTION XV.
TERM**

This agreement shall be effective from the date of the last party's signature and shall terminate **June 30, 2030**, prior to which the parties agree to review this agreement and discuss continuation.

**SECTION XVII.
EFFECTIVE DATE**

This Agreement shall take effect upon its execution by both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CARBON COUNTY FIRE PROTECTION

DISTRICT BOARD OF DIRECTORS

TOWN OF ELK MOUNTAIN.

Homer Beach, Chairman

Morgan Irene, Mayor

DATED:

DATED:

John Rutherford, Interim Dist. Chief

Brian O'Conner, Fire Chief

DATED:

DATED:

ATTEST:

APPROVED AS TO FORM:

Megan Goetz, District Attorney

, Town Attorney

DATED:

DATED:
