

**OPERATIONAL AGREEMENT BETWEEN
THE CITY OF LARAMIE
AND
ALBANY COUNTY FIRE DISTRICT NO.1**

COMES NOW the parties this 1st day of July, 2022, the City of Laramie, Wyoming, a Wyoming municipal corporation (City) located in Albany County; and Albany County Fire District No. 1 (Fire District), a duly established fire district within Albany County. The City and the Fire District may be referred to collectively herein as the Parties or individually as a Party;

W I T N E S S E T H:

WHEREAS, the City operates a full-time staffed fire department with three (3) fire stations and numerous pieces of equipment for the suppression of fires within the jurisdictional limits of the City;

WHEREAS, the Fire District encompasses that area of Southern Albany County which surrounds the jurisdictional boundaries of the City;

WHEREAS, the City has a highly trained staff that is able to supplement the staff of the District in the operation of fire suppression equipment, and to assist in the training of the staff of the Fire District;

WHEREAS, the Fire District's resources and capacities to provide trained staff and implementation of fire suppression has increased and advanced over the years in part due to jurisdictional needs and increased water transport capabilities by the Fire District, however as this operational agreement is still vital and necessary while the Fire District continues to advance and grow;

WHEREAS, the parties recognize the importance of having the staff of each entity familiar with the equipment, and the operations of that equipment during the times of fire emergencies to minimize any confusion between staffs in a effort to minimize the hazards of the situations;

WHEREAS, the parties are co-owners of a fire engine designated as Engine No. 7, which is operated by the City;

WHEREAS, the City is the owner of two fire engines specifically designed for suppression of wildland fires, Brush 6 & 8;

WHEREAS, the City has sufficient space to store the equipment co-owned, by the Fire District to provide a more efficient response to the emergency calls received by the Fire District;

WHEREAS the Parties recognize there is a difference in fire protection and suppression needs and the operational needs of the parties for fires involving structures (“Structural Fires”) and all other types of fire, whether such fires be wildland fires grassland fires, dumpster/trash fires, vehicle fires, etc. (“Wildland/Non-Structural Fires”);

WHEREAS the Parties have also recognized the need to further define their roles and relationships depending on the response needed based upon whether the fire is of Wildland/Non-Structural Fire or a Structural Fire;

WHEREAS the Parties recognize the Fire District is continuing to endeavor to increase its response and operational capabilities;

WHEREAS, the Wyoming Statutes § 16-1-101, et seq. enable governmental entities to cooperate between themselves on areas and events of mutual concern;

WHEREAS the following terms have these definitions as used and referred to herein: “Authority Having Jurisdiction” means the Party responsible in which the fire is located; the “Unified Command” approach means the structure which brings together the Parties involved in the incident to coordinate an effective response while at the same time allowing each to carry out their own jurisdictional, legal and functional responsibilities; and “Incident Command” system means a system designed to manage any size of incident from its beginning until the requirement for management no longer exists (the “Incident Commander”) is in charge of the Incident Command); and

WHEREAS, it is fiscally responsible for the City and the Fire District to enter into an agreement which provides for the operation, maintenance, cooperation and ownership of fire suppression equipment for the benefit of the public.

NOW, THEREFORE, in exchange for the mutual promises contained herein, the adequacy of consideration which is hereby acknowledged, the Parties AGREE as follows:

1. EXTENT OF AGREEMENT. This Agreement in intended to provide the basis of cooperation between the Parties hereto for the storage of specified equipment, the responsibility for the maintenance of that equipment, the operation of that equipment during specified events, the cooperation of the Parties in specified circumstances, and a foundation for cooperation in other circumstances that may arise but are not specified herein. This Agreement does not intend to address the internal operations of either of the entities, nor mandate either to participate in events or circumstances where such would endanger the protection afforded to the jurisdiction of the responding Party. This Agreement is not intended to address the Emergency Medical Services provided by the City, which is treated as a separate operation.
2. TERM OF AGREEMENT. The term of this Agreement shall begin on the 1st day of July, 2022 hereof and continue for an indefinite period, provided, however, that a review of the payment associated with the Agreement shall be

made annually, and an adjustment to that payment made not more often than annually upon the agreement of the Parties. The other provisions are intended to continue indefinitely, unless amended or terminated pursuant to the provisions contained herein.

3. STORAGE AND MAINTENANCE OF EQUIPMENT.

- a. ENGINE No. 7. The City agrees to house the equipment identified as Fire Engine No. 7. In addition, the City agrees to maintain, repair, and care for Engine No. 7 at its expense, subject to the payment from the Fire District as herein provided.
 - i. The ownership of Engine No. 7 is divided between the Parties, and the Parties agree that the replacement of the engine shall continue to be a joint responsibility, and with a piece of equipment that will meet the needs of both Parties. In the event of termination of this Agreement, disposal of Engine No. 7 shall be followed in accordance with paragraph 11(b)-(c) herein.
 - ii. Funding for a replacement shall continue to be a joint obligation, with each Party agreeing to use best efforts to secure outside funding as may be available, however this obligation will continue to be explored and renegotiated by both Parties on a fiscal/budgetary basis.

- b. WILDLAND FIRE ENGINES. The City agrees to provide the use of the City's Wildland Fire Engines, specifically Brush 6 & 8, for the benefit of the Fire District, but at the sole discretion of the City.
 - i. The maintenance of the Wildland Engines shall be the responsibility of the City.
 - ii. The Wildland Engines shall be operated primarily by the City personnel, except in those occasions where the Fire District has been specifically requested to do the operation.
 - iii. The City may commit the Wildland Fire Engines for other uses than the calls from the Fire District at its sole discretion.

- c. OTHER EQUIPMENT. In the event that the Fire District has need to store additional equipment at City facilities, the Fire District shall make a written request for such, identifying the equipment and the circumstances for the request. The City shall not be obligated to approve the request, but shall consider such in light of its obligations and responsibilities. A letter shall be deemed sufficient written request from the Fire District, and the same shall be considered sufficient agreement from the proper authority of the City.

4. OPERATION AND TRAINING. The parties agree that the fire suppression equipment identified in this Agreement shall be operated within the guidelines of the industry, utilizing properly trained personnel for the operation of the equipment.
- a. The City shall provide training for its personnel on the operation, function, maintenance and minor repair of Engine No. 7.
 - b. The City shall have the option of utilizing Engine No. 7 to respond to calls for assistance within the City limits, as well as calls for assistance outside the City limits.
 - c. **Paging:** With regards to paging, the Parties agree to memorialize operating procedures for the Authority Having Jurisdiction as the priority agency for paging to emergency fire calls.
 - d. The City shall provide a response to calls for assistance in the Fire District, but beyond the City limits, under the following circumstances:
 - i. For any fire.
 - ii. The call for assistance provides sufficient information concerning the location of the fire.
 - iii. The caller is identified by name and location.
 - iv. .
 - v. In the event that the fire is not located adjacent to a public highway, the Fire District shall arrange to provide guidance to the fire.
 - vi. In the event that the City does respond to a call for assistance beyond the jurisdiction of the City, and the City, in its sole discretion, determines that the responding equipment, or personnel, or both, are required for a call for assistance within the jurisdiction of the City, the City Fire Chief, or his designee, may reduce the level of response to the District call.
 - vii. **Disregards:** The Parties recognize that “disregards” inhibit and potentially deny Fire District volunteer personnel experience and training. Moreover, “disregards” can often hold City personnel on scene overlong. However, in an effort to ensure industry best practices, the City shall not disregard a call unless the City has ensured the following (1) life safety has been addressed; (2) incident stabilization has occurred and (3) property conservation has taken place.
 - viii. **Termination of Command:** Termination of command shall not occur unless the following has been ensured (1) life safety has been addressed; (2) incident stabilization has occurred and (3) property conservation has taken place. Upon the Command confirming such has occurred, Command shall transfer any Incident Command back to the Authority Having Jurisdiction.
 - e. The Fire District may request that the City respond with a particular engine in a given situation, and the City shall give due consideration to

- such request, given the time necessary for response and the other demands for service and coverage.
- f. The parties agree that in all situations or incidents, a Unified Command approach shall be considered and utilized.. However, “Incident Command” shall otherwise be determined as follows:
- i. In the event the City responds to a Structural Fire, the responding City personnel shall take command of the situation upon arrival and assume Incident Command, unless the responding City personnel specifically decline such command and role. The Fire District personnel shall obey the orders of the City Incident Commander.
 - ii. In the event the City responds to a Wildland/Non-Structural Fire, all parties shall follow and comply with basic Incident Command system protocol. It is the intent of the parties that Fire District personnel should take Incident Command of a Wildland/Non-Structural Fire in the event such is appropriate and there are adequate Fire District resources (equipment and personnel and training) available to do so.
 - iii. Once command of an incident has been established, the Incident Commander shall have full control of an incident and of all personnel operating at the incident, regardless of agency/Party affiliation. The Incident Commander is authorized to remove any person from the incident for dangerous or disruptive behaviors. Disruptive behavior may include, but not be limited to, disrupting emergency operations for photography or other non-essential activities, etc.
 - iv. Each agency/Party shall have in place a policy concerning any sharing or dissemination of information and/or photographs involving the agency/Party, its equipment, personnel and/or an incident generally. Each Party’s policy shall minimally include any approved method to disseminate, share or make public any information concerning an incident to social media sites or otherwise by incident personnel or representatives of either Party. It is each Party’s responsibility to know the policies of the other and to ensure compliance of the same. In the event the Fire District does not have a policy or such policy is less inclusive than the City’s, the established City policy shall prevail and apply to all Fire District personnel. The Incident Commander shall have the authority to identify and report to law enforcement any device or medium on which pictures or digital recording in any form may have been made or recorded beyond complying with the established policy of either Party.
5. WATER. The City agrees to allow the Fire District access to City’s fire hydrants under the following conditions.

- a. The Fire District shall have access to City's fire hydrants for emergency fire purposes without notification. The Fire District may have access to the City's fire hydrants for training purposes with prior approval of the City's Fire Chief or designee.
- b. Only Fire District personnel who are properly trained in the operation of the City's fire hydrants shall use the hydrants.

PAYMENT FOR SERVICES. In addition to the contribution toward the acquisition of the co-owned fire engine, the Fire District agrees to pay an annual fee for the services of the City pursuant to this Agreement, which amount shall be negotiated and agreed to by the Parties no later than April 15th of each year. The fee shall be based upon the estimated costs of the services provided by the City and the fee from ensuing years. The Fire District shall pay the City the annual fee in two equal payments, the first being due and owing on or before July 31st of each year and the second installment being due and owing on or before December 31st of each year, without the presentation of an invoice by the City. In the event either Party disputes the amount of the annual fee for services or the Parties are unable to agree to the amount of the annual fee for services, the Parties shall follow the terminations provisions of the Agreement as outlined in Section 11. The 2022 annual fee to the City from the Fire District shall be One Hundred Twenty One Thousand and 00/100 Dollars (\$121,000.00). Any failure to make payments required by this Agreement within fifteen (15) days after the due date or a breach of other condition(s) or promise of this Agreement by the Fire District entitles the City, at its option, to terminate this Agreement.

6. IMMUNITIES, INSURANCE & INDEMNITY.

- a. The Parties recognize that each of them is a governmental entity, entitled to the immunities provided under Wyoming Statutes §§ 1-39-101, et seq., and that this Agreement is not intended to provide a waiver of any of the immunities provided therein.
- b. The parties also recognize that each of them is self insured under the provisions of the Wyoming Association of Risk Management (WARM) for the protection of property, but each has separate coverage for liabilities of the waived immunities under the statutes, both for personnel actions and property damage. The City is self insured under the provisions of WARM, while the Fire District is self insured under the provisions of Local Government Liability Pool. In the event that such self insurance coverage changes or additional insurance is available, each party agrees to inform the other of such change within thirty (30) days of such change, or at the time a claim is made of the other party.
- c. The Fire District shall maintain insurance through the Wyoming Local Government Liability Pool with liability limits for claims arising under the Wyoming Governmental Claims Act (WGCA) of at least \$250,000 per claimant arising out of one occurrence or \$500,000 for all claimants arising out of occurrence. The Fire District shall also

maintain liability limits for claims not arising out of WGCA of at least \$1,500,000 per occurrence/\$5,000,000 aggregate.

- d. To the extent permissible under law, each Party agrees to be responsible for, and to defend, indemnify and hold the other harmless from any damage or liability of any nature based upon any claim arising from the use, care, maintenance, repair, and housing of equipment.
 - e. The Parties expressly agree and understand that this Agreement is that of an independent contractor relationship and that neither Party or its personnel, employees or volunteers shall be considered an employee of the other. Each Party is exclusively responsible for all social security, self-employment, income taxes, disability insurance, workers' compensation insurance, unemployment insurance, wages, fees, reimbursements or benefits to its specific and sole personnel, employees or volunteers. No volunteer or member of the Fire District shall be entitled to any benefit afforded by the City.
7. BOUNDARIES OF THE DISTRICT. The City agrees to use the equipment provided by the Fire District as is required in the City's judgement to cover fires within the Fire District as the District now or afterwards exists during the term of this Agreement. The elected Board of Directors of the Fire District shall keep the City informed of the boundaries of the District at all times. Any calls concerning fires outside of the District may be answered at the discretion of the City giving due consideration to whether answering the call would be practicable, whether answering the call would unnecessarily increase risk to the City, and whether the location could reasonable be reached in time to suppress the fire.
8. ADDITIONAL EQUIPMENT AND INVESTIGATION.
- a. If either party determines that backup equipment and personnel are necessary or convenient for adequate and safe fire suppression and/or protection, either party may request of the other for such additional equipment and manpower.
 - b. The City may initiate fire-cause determination investigations on any fire on which it has responded on a call for service.
 - c. The Fire District agrees to pay the City's actual cost for additional equipment, manpower, and fire cause determination investigations, and when responding to a rural structure fire, to include the OSHA mandate of "two-in two-out" on a structure fire beyond a four (4) hour period on initial response. The payment shall be made within fifteen (15) working days of receipt of a statement from the City showing the equipment and personnel used and the amount due.

9. MISCELLANEOUS PROVISIONS.

- a. Firefighters performing duties as provided in this Agreement shall have such authority as is provided by law for requiring the services of available persons to extinguish a fire.
- b. All employees authorized and used under this Agreement which are employees of the City and are subject to control of the City and act at the direction of the designated City official in equipment at all times. This Agreement does not create or constitute an employment agreement for any firefighters of the Fire District with either the City or the District.
- c. The City agrees to provide all fuel, oil, and undertake those repairs occasioned by use of the equipment within the city limits, and notwithstanding any other provision contained in this agreement, agrees to hold the Fire District harmless from all damage to the equipment and all liability arising from use of the equipment within the City and going to and returning from such use.
- d. Neither Party may be held liable for damages resulting from response or non-response under this Agreement.
- e. This Agreement is made for the benefit of the Parties, and not for the benefit of any third parties. Neither Party may assign its duties and responsibilities under this Agreement without the express written consent of the other.
- f. Each Party retains the ability to make decisions about the personnel, vehicles, and supplies which it can furnish for each response without jeopardizing its ability to provide service within its own jurisdiction.
- g. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and replaces any oral or written agreements heretofore entered into between the parties. This Agreement cannot be modified or any performance or condition waived, except by a writing signed by both Parties. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.
- h. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, it shall be deemed separable from, and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement.
- i. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wyoming and any dispute shall be brought before the Second Judicial Courts of the State of Wyoming for determination of the same.

10. TERMINATION OF THIS AGREEMENT.

- a. This Agreement may be terminated by either party by providing notice in writing identifying the official action taken by the party that such termination is desired not less than one hundred eighty (180) days from the date of the notice.
- b. In the event that this Agreement is terminated by either party, the City shall have the option to provide notice to the Fire District within sixty (60) days from the date of the notice that it intends to purchase the interest of the Fire District in the co-owned equipment (Engine 7, or its replacement, and any additional co-owned equipment) at the then current fair market value. If the fair market value cannot be agreed upon between the parties, such may be established by the parties, or either of them, consulting with professional brokers for such equipment and obtaining a written estimate of the fair market value, and taking an average of the amounts received.
- c. In the event that the City provides notice that it does not intend to purchase the interest of the Fire District, then the Fire District shall have the option to provide notice within sixty (60) days from the date of notice of intent by the City to provide notice of its intent to purchase the interest of the City in the equipment.
- d. In the event that the Fire District declines to purchase the interest of the City, then the equipment shall be sold by the City and the proceeds equally divided between the parties, with an allowance for the City to recover any money owed to it by the Fire District.
- e. In the event the equipment has been destroyed, the insurance proceeds shall be divided between the parties equally.

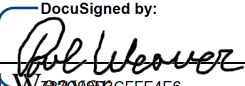
In witness whereof, the parties have caused this Agreement to be signed by duly authorized representatives. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

CITY

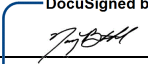
FIRE DISTRICT

The City of Laramie

Albany County Fire District No. 1

DocuSigned by:
 By: 
 Paul Weaver
 Mayor / President of the City Council

By: _____
 Luke Hawkins,
 Chair

DocuSigned by:
 Attest: 
 Nancy Bartholomew
 City Clerk

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- c. In the event that the City provides notice that it does not intend to purchase the interest of the Fire District, then the Fire District shall have the option to provide notice within sixty (60) days from the date of notice of intent by the City to provide notice of its intent to purchase the interest of the City in the equipment.
- d. In the event that the Fire District declines to purchase the interest of the City, then the equipment shall be sold by the City and the proceeds equally divided between the parties, with an allowance for the City to recover any money owed to it by the Fire District.
- e. In the event the equipment has been destroyed, the insurance proceeds shall be divided between the parties equally.

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CITY

The City of Laramie

DocuSigned by:
 By: Paul Weaver
 Paul Weaver, CFFE4EB...
 Mayor / President of the City Council

FIRE DISTRICT

Albany County Fire District No. 1

DocuSigned by:
 By: Luke Hawkins
 Luke Hawkins,
 Chair

DocuSigned by:
 Attest: Nancy Bartholomew
 Nancy Bartholomew, CFE4E...
 City Clerk