



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: May 21, 2020	Department: Fire Department
Meeting Date: June 2, 2020	Department Head: Larry Erdmann
	Presenter: Consent Agenda

Subject:

Approve the Memorandum of Agreement with Jamestown Fire Control District.

Background/Alternatives:

The memorandum provides for collected revenue by the Jamestown Fire Control District to be paid to the City of Green River in exchange for fire protection services.

Attachments:

The 2020-2021 Memorandum of Agreement

Fiscal Impact:

Revenues from the mil levy collected by the Jamestown Fire Control District will be paid to the City of Green River.

Staff Impact:

Not Applicable

Legal Review:

This Memorandum of Agreement is the same as the last years MOA with the only changes being the effective dates. Approved June 6, 2019.

Suggested Motion:

I move to approve the Memorandum of Agreement with the Jamestown Fire Control District, and authorize the Mayor to sign the agreement.

MEMORANDUM OF AGREEMENT FOR FIRE PROTECTION SERVICES

THIS MEMORANDUM OF AGREEMENT made and entered into this 1st day of July, 2020, by and between the City of Green River, Sweetwater County, Wyoming a Municipal Corporation, hereinafter referred to as the “City”, and the Jamestown Fire Control District, a duly constituted fire district existing under and by virtue of the laws of the State of Wyoming, hereinafter referred to as the “District”.

WITNESSETH: That for and in consideration of that amount of revenue generated by the Jamestown Fire District by assessing the maximum of three (3) mill levy, and adjusted by abates, rebates and payments of delinquencies, less the amount of necessary administrative expenses, to be paid to the City of Green River by said District upon execution of this Agreement, it is agreed as follows:

1. That the City shall furnish firefighting personnel and equipment to respond to fire calls which occur in said District; provided, however, that said firefighting personnel and equipment are readily available, is not then in use fighting fires with the City of Green River or elsewhere, or is not needed to remain on standby or reserve basis within said City.
2. That this Memorandum of Agreement for Fire Protection Services shall be in full force and effect from July 1, 2020 to and including June 30, 2021, provided, however, that either party may terminate this Agreement as of June 30th of any year, during the term hereof by giving thirty (30) days’ notice in writing to the other party. This will also have two, 1-year auto extensions that will be reviewed at the end of each year to determine any possible changes that might need to be made.
3. That the District will not pay nor be responsible for the payment of, and that the City will not be obligated to respond to any fires or fire calls occurring on Federal, State or County lands or the improvements located thereon, it being the express intention of this Agreement to provide fire protection to privately-owned lands situated within the boundaries of said District.
4. It is further understood and agreed that neither the City of Green River Fire Department nor its members, nor the City of Green River, Wyoming, nor its Mayor or City Council members, nor its employees, shall be held liable for any property damages or injuries sustained while said fire department is fighting any fires within said District; nor shall the City, its Governing Body, being the Mayor and City Council members, its employees, the City of Green River Fire Department or its members be held liable for failure to respond to any fire calls in said District, and said District will hold and save said City harmless from any liability in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicated originals, and original to each party, the day and the year first above written.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation,

ATTEST: _____
City Clerk

By: _____
Mayor

JAMESTOWN FIRE CONTROL DISTRICT,

ATTEST: _____
Secretary/Treasurer

By: _____
President, Board of Directors