

**FIRE PROTECTION AGREEMENT
MID-VALLEY FIRE DISTRICT / TOWN OF STAR VALLEY RANCH**

THIS FIRE PROTECTION AGREEMENT (“Agreement”), effective July 10, 2022, is entered into by and between the **MID-VALLEY FIRE DISTRICT**, a Wyoming fire protection district, P.O. Box 406, Star Valley Ranch, Wyoming 83127 (“MVFD”); and the **TOWN OF STAR VALLEY RANCH**, a Wyoming municipal corporation, 171 Vista Drive #7007, Star Valley Ranch, Wyoming 83127 (“TSVR”).

WHEREAS, Wyoming Statutes 15-1-121(a)(ii) provides that fire districts and towns can agree to provide fire protection for other jurisdictions upon conditions and for consideration as may be agreed upon; and

WHEREAS, MVFD and TSVR have agreed that it would be mutually beneficial to the citizens of both jurisdictions for MVFD to provide fire suppression and non-medical emergency response services through the MVFD.

NOW, THEREFORE, it is hereby agreed as follows:

1. SERVICES PROVIDED. MVFD, through the Thayne and Rural Fire Department (hereafter “T&RFD”), will provide fire suppression services and non-medical emergency response services to TSVR for the protection of life and property by: (a) responding to fire emergencies, (b) responding to hazardous materials incidents; (c) responding to traffic and other life-threatening emergencies; and (d) providing fire prevention education programs.

2. PAYMENTS AND LEASE TO MVFD. TSVR will pay to MVFD annually for services provided hereunder an amount based upon TSVR’s annual assessment revenues, which will be based on the then-current mil levy imposed by MVFD; provided, that in no event shall that mil levy exceed 3.0 mils. The current mil levy rate for the MVFD for 2022 is 3.0 mils.

TSVR shall pay quarterly an amount based upon actual assessment funds received by TSVR from the Treasurer of Lincoln County, Wyoming, including funds for motor vehicle assessments, and all TSVR quarterly payments shall be accompanied by copies of the Treasurer’s direct deposit notices to TSVR. The first quarter’s payment hereunder for the period starting September 19, 2022 and ending September 30, 2022 shall be made by on or before October 15, 2022. Subsequent payments shall be made on or before January 15, April 15, July 15, and October 15 in every year this agreement remains in effect.

For the 90-day period under which services are provided by MVFD for the Town of Thayne pursuant to the Fire Protection Agreement signed by TSVR and the Town of Thayne effective July 10, 2021, MVFD shall bill TSVR pursuant to that Agreement.

3. **COSTS OF BEYOND CAPACITY SERVICES.** The Parties agree that if a fire or other emergency occurs that exceeds the capacity of MVFD, as determined by MVFD in its absolute discretion, and other assistance is required, TSVR shall be responsible, except for mutual reciprocal agreements with other entities, for the direct payment of all costs resulting from the provision of such other assistance. MVFD shall not be obligated to provide services under this Agreement during any period in which TSVR is in breach or default of this Agreement. Neither MVFD nor T&RFD shall be responsible for any such additional costs.

4. **TERM OF AGREEMENT.** This Agreement shall be in effect for ten (10) years, from July 10, 2022 until through June 30, 2032, unless earlier terminated as provided herein.

5. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party; provided, however, that MVFD may terminate this Agreement upon thirty (30) days' written notice to TSVR for its failure to perform its obligations under this Agreement if, during such period, the TSVR has failed to cure such breach. In the event this Agreement is terminated, the real property and building leased pursuant to this Agreement shall be returned to TSVR.

6. **GENERAL PROVISIONS.** The Parties further agree as follows:

a. **SOVEREIGN IMMUNITY.** By signing this Agreement, no Party waives any sovereign immunity that may otherwise apply, and notice is hereby provided that all immunity and defenses available under Wyoming Statutes 1-39-104(a) and all other Wyoming laws shall apply to any actions that are taken or not taken pursuant to this Agreement.

b. **IMMUNITIES AND INDEMNIFICATIONS.** The Parties acknowledge that the immunities from liability that are provided under Wyoming Statutes 1-1-120 and 1-1-125 are applicable to any actions that are undertaken or not undertaken pursuant to this Agreement. Notwithstanding the preceding sentence and to the fullest extent provided under Wyoming law, each of the Parties hereby waives any and all claims against the other Parties and agree to indemnify the other Parties with respect to all third-party claims arising from any action or inaction of the T&RFD.

c. **WAIVERS.** The failure of any Party to this Agreement to enforce the performance of the terms and conditions set forth herein, or a waiver of a breach of any of the terms and conditions set forth herein, shall not be construed as a continuing waiver of such failure or breach, and the terms and conditions shall remain in full force and effect as if no such forbearance or waiver had occurred.

d. **NOTICES.** Any notices regarding this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to each Party as follows:

TSVR: Town of Star Valley Ranch
171 Vista Drive #7028
Star Valley Ranch, Wyoming 83127

MVFD: Mid-Valley Fire District
P.O. Box 406
Thayne, Wyoming 83127.

e. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated in this Agreement.

f. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement shall be binding only if evidenced by an agreement in writing signed by the Parties.

g. **DISPUTES AND ATTORNEY'S FEES.** The Parties agree that should any dispute arise between them regarding this Agreement, or the actions taken or not taken pursuant to this Agreement, the Parties will attempt to resolve that dispute by negotiation prior to initiating any litigation. Should litigation be commenced between the Parties, to the extent allowed under Wyoming law, the Party prevailing in such litigation shall be entitled to a reasonable sum for attorney's fees as determined by the court in such litigation or in a separate action brought for that purpose.

h. **SEVERABILITY.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the remainder of this Agreement will be unenforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties agree to promptly meet and negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions and matters contemplated herein may be consummated and the rights and interests of the parties may be enforced as originally contemplated to the greatest extent possible.

i. **CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any Party. Paragraph headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof.

j. **TIME.** Time is of the essence of this Agreement.

k. **WYOMING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming applicable to agreements made, delivered, and to be performed within Wyoming.

7. **SUPERSEDES 2021 AGREEMENT.** This Agreement supersedes the Fire Protection Agreement signed by the Parties and effective July 10, 2021.

AGREED TO AND ACCEPTED as the of the dates written below.

TOWN OF STAR VALLEY RANCH,
a Wyoming municipal corporation

BY: *Kathleen Buyers*
KATHLEEN BUYERS, MAYOR

9-6-2022
DATE

ATTEST: *KJC*
KRISTIN GRAY, TOWN CLERK
Gina Campbell, Assistant Clerk



MID-VALLEY FIRE DISTRICT,
a Wyoming fire protection district

BY: *L Sk*
LANCE SKINNER, PRESIDENT

9/22/22
DATE

ATTEST: *M. D. Halverson*
MARTI HALVERSON, SECRETARY

TOWN OF STAR VALLEY RANCH / MID-VALLEY FIRE DISTRICT

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease) between the Town of Star Valley Ranch (TSVR), a Wyoming municipality, 171 Vista Drive #7007, Star Valley Ranch, Wyoming 83127, and Mid-Valley Fire District (MVFD), a Wyoming fire district, P.O. Box 406, Thayne, Wyoming 83127, is entered into effective September 1, 2022.

WHEREAS, TSVR desires to lease to MVFD the premises located at 251 Vista Drive, Star Valley Ranch, Wyoming (Building) for use as a facility for storing fire and emergency response equipment; and

WHEREAS, MVFD desires to lease the Building for storing fire and emergency response equipment; and

WHEREAS, TSVR and MVFD have agreed to enter into this Lease under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the obligations set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TSVR and MVFD hereby agree as follows:

1. **THE BUILDING:** TSVR hereby leases to MVFD the Building as provided herein.
2. **PERMITTED USE:** MVFD shall use the building for storage of fire and emergency response equipment. No other uses of the building will be allowed without prior written consent of TSVR.
3. **LEASE TERM:** The term of this Lease shall be 10 years, from September 1, 2022 to August 31, 2032.
4. **RENT:** MVFD shall pay TSVR annual rent of One Dollar (\$1.00) per year, payable to TSVR by September 1 of each year during this Lease.
5. **UTILITIES:** MVFD shall pay all costs of utilities required for MVFD's use of the Building, including specifically, electric and propane costs, but excepting water and sewer costs. TSVR shall be responsible for water and sewer costs.
6. **SNOW REMOVAL, AND ACCESS:** So that MVFD can respond at all times to emergencies, TSVR will perform all snow removal required in front of the Building and will

enforce no parking areas in front of the Building.

7. BUILDING MAINTENANCE, ALTERATIONS, AND IMPROVEMENTS: TSVR will maintain the building and pay the cost of maintenance and repairs budgeted by TSVR for Fiscal Year 2022-2023, which include demolition of the lean-tos, repair of the roof and siding, and repair of the electrical wiring inside the building. TSVR reserves the right to perform other maintenance as needed, with at least forty-eight (48) hour's prior notice for any maintenance that will require fire and emergency response equipment be moved. If MVFD identifies other maintenance or repairs the building may require in order to provide safe storage for fire and emergency response equipment, MVFD shall notify TSVR, and the parties shall mutually agree upon maintenance and repairs to be effected before such maintenance or repairs are completed.

TSVR shall be solely responsible for maintaining the exterior of the Building and its environs. MVFD shall be solely responsible for cleaning the interior of the Building.

MVFD shall not make any alterations or improvements to the Building without the written permission of TSVR; provided, that TSVR agrees to not unreasonably withhold consent to alterations or improvements MVFD deems reasonably necessary for use of the Building for fire and emergency response services. Any improvements to the Building made by MVFD shall become the property of TSVR at the end or termination of this Lease.

8. INSURANCE: TSVR and MFVD will each be responsible for their own insurance expenses for any insurance on the Building or fire and emergency response equipment stored therein pursuant to this Lease.

9. RIGHT OF ENTRY: MVFD will provide TSVR contact information for notification purposes in the event TSVR needs to enter the building. Upon giving reasonable notice, except in emergencies, TSVR shall be granted by the MVFD access, and allowed by the latter to enter the building to make necessary repairs or alterations on the property, or to store maintenance items provided that the time of entry requested is reasonable considering the purpose.

10. NOTICES. Any notices regarding this Lease shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to each Party as follows:

TSVR: Town of Star Valley Ranch
171 Vista Drive #7007
Star Valley Ranch, Wyoming 83127

MVFD: Mid-Valley Fire District
P.O. Box 406
Thayne, Wyoming 83127.

11. WAIVERS: The failure of any Party to this Lease to enforce the performance of the terms and conditions set forth herein, or a waiver of a breach of any of the terms and conditions

set forth herein, shall not be construed as a continuing waiver of such failure or breach, and the terms and conditions shall remain in full force and effect as if no such forbearance or waiver had occurred.

12. SOVEREIGN IMMUNITY: By signing this Lease, neither TSVR nor MVFD waives any sovereign immunity that may otherwise apply, and notice is hereby provided that all immunity and defenses available under Wyoming Statutes 1-39-104(a) and all other Wyoming laws shall apply to any actions that are taken or not taken pursuant to this Lease.

13. SEVERABILITY: If any term or provision of this Lease is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Lease or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Lease is determined to be invalid, illegal or unenforceable, the remainder of this Lease will be unenforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties agree to promptly meet and negotiate in good faith to modify this Lease to effect the original intent of the parties as closely as possible in order that the transactions and matters contemplated herein may be consummated and the rights and interests of the parties may be enforced as originally contemplated to the greatest extent possible.

14. MODIFICATION OF LEASE: Any modification of this Lease shall be binding only if evidenced by an agreement in writing signed by the Parties.

15. DISPUTES AND ATTORNEY'S FEES: The parties agree that should any dispute arise between them regarding this Lease, or the actions taken or not taken pursuant to this Lease, the parties will attempt to resolve that dispute by negotiation prior to initiating any litigation. Should litigation be commenced between the parties, to the extent allowed under Wyoming law, the party prevailing in such litigation shall be entitled to a reasonable sum for attorney's fees as determined by the court in such litigation or in a separate action brought for that purpose.

16. CONSTRUCTION: The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any Party. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, or amplifying the provisions hereof.

17. TIME: Time is of the essence of this Lease.

18. WYOMING LAW: This Lease shall be governed by, and construed in accordance with, the laws of the State of Wyoming applicable to leases made, delivered, and to be performed within Wyoming.

19. LEASE TERMINATION: Either party may terminate this Lease for cause with ninety (90) day's written notice. Termination for cause shall specifically include cancelation of the Fire Protection Agreement executed by the parties simultaneously with this Lease.

TOWN OF STAR VALLEY RANCH,
a Wyoming municipality

BY: Kathleen Buyers
KATHLEEN BUYERS, MAYOR

9-6-2022
DATE

MID-VALLEY FIRE DISTRICT,
a Wyoming fire district

BY: L Lance Skinner
LANCE SKINNER, PRESIDENT

9/22/22
DATE