

2/12/20

RESOLUTION NO. 2020- 18

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, EDEN-FARSON FIRE PROTECTIONS DISTRICT, AND SWEETWATER COUNTY FIRE DISTRICT 1, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY.

WHEREAS, the City of Rock Springs, Eden-Farson Fire Protections District, and Sweetwater County Fire District 1 (Agencies) desire to enter into a Memorandum of Understanding to participate in the Federal Assistance to Firefighters Grant (AFG) where funding will be used to purchase firefighter turnout gear for individual members of the Agencies, where each Agency's participation in this Project is contingent on the receipt of a AFG aware for the 2019 grant cycle; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Memorandum of Understanding before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the Memorandum of Understanding between the City of Rock Springs, Eden-Farson Fire Protections District, and Sweetwater County Fire District 1, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said Memorandum of Understanding on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said Memorandum of Understanding a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2020.

President of the Council

Attest:

Mayor

City Clerk

Memorandum of Understanding
Between
The City of Rock Springs
And
Eden-Farson Fire Protections District
And
Sweetwater County Fire District 1

This Memorandum of Understanding (MOU), is effective as of March 13, 2020 by and between the City of Rock Springs (Rock Springs Fire Department), Eden-Farson Fire Protection District, and Sweetwater County Fire District 1, collectively referred to as the "Agencies" or the "Parties." The Federal Assistance to Firefighters Grant (AFG) funding will be used to purchase firefighter turnout gear for the individual members of the Agencies. Each Agency's participation in this Project is contingent on the receipt of a AFG award for the 2019 grant cycle.

RECITALS:

WHEREAS, each Agency finds that its performance in the Project under this MOU is in its best interest and that entering into this MOU will benefit the public, and that the division of costs fairly represents all agencies participating in the MOU;

WHEREAS, THE City of Rock Springs is responsible for the submission of the AFG joint application and will function as the fiscal agent on behalf of all the agencies identified above;

NOW THEREFORE, the Parties agree as follows:

SECTION 1. Project Responsibility

Contingent upon the award of an AFG grant to the Parties, and the City of Rock Springs' receipt of funding, the City of Rock Springs will act as the Fiscal Agent for the Project and will purchase and distribute the grant funded assets identified in the attached spreadsheet (Attachment A) in accordance with the AFG conditions. All Parties to this MOU will comply with the AFG conditions and guidelines as appropriate. The City of Rock Springs will be responsible for audit requirements with the AFG for this Project.

SECTION 2. Matching Funds

In the event the requested AFG funds are awarded for this Project, the Agencies will provide a 10% match of their portion of the grant award to the City of Rock Springs as follows:

Rock Springs Fire Department	\$14,661.43
Eden-Farson Fire Protection District	\$10,472.45
Sweetwater County Fire District 1	\$16,755.92
Total Match	\$41,889.80

SECTION 3. Term/Termination

The term of this MOU commences on March 13, 2020 and will continue until such time that the AFG funding has been received, goods purchased and distributed, and all obligations under the AFG Agreement have been met by the Agencies. This MOU will terminate immediately if the Agencies do not receive funding under the AFG grant process. Once funding has been appropriated, all Agencies are committed to compliance with this MOU and the AFG conditions and guidelines and will have all responsibilities assigned to them under this MOU.

SECTION 4. Miscellaneous Provisions

- A. **Applicable Law:** This MOU is governed by the Statutes of the State of Wyoming. Exclusive venue for any dispute arising under this MOU is in Sweetwater County, Wyoming.
- B. **Cooperation:** The Agencies agree to cooperate with each other in good faith at all times during the term of this MOU in order to achieve the purposes and intent of this MOU. Each party to this MOU acknowledges and represents that the MOU has been executed by its duly authorized representative.
- C. **Invalid Provisions:** Should any provision of this MOU be found or deemed invalid, the MOU will be construed as not containing the provision and all other provision which are otherwise lawful, will remain in full force and effect, and to this end, the provisions of this MOU are declared severable.
- D. **Public Information Act:** The Parties understand that the Wyoming Public Records Act (Wyoming § 16-4-201 through 205) will apply to this MOU. This MOU and all written information generated under this MOU may be subject to release under the Act.

- E. Binding Effect:** This MOU will take effect immediately upon execution by all Parties hereof and will inure to the benefit and be binding upon the administrators, successors, and assigns of the Parties hereto. No Agency will assign, sublet, or transfer any interest in this MOU without the written consent of the other except that the Parties reserve their constitutional, statutory, and common law rights, privileges, immunities, and defenses.
- F. Entire Agreement/Amendments:** This MOU, including appendices and references agreements represents the entire and integrated MOU between the Parties and supersedes all prior proposals, negotiations, representations, or agreements either written or oral between the Parties. This MOU may be amended only by separate written instruments approved by all the Parties.
- G. Obligation/Rights in Third Parties:** By entering into this MOU, the Parties do not intend to create any obligations express or implied other than those set out herein; this MOU does not create any rights in any party not signatory hereto.
- H. Notice:** Unless otherwise specified, written notice will be deemed to have been duly served if delivered in person or sent by certified mail to the last business address listed herein:

City of Rock Springs

EIN: 83-6000088

Eden-Farson Fire Protection District

EIN: 83-0270904

Sweetwater County Fire District 1

EIN: 83-0314381

City of Rock Springs

212 D Street

Rock Springs, Wyoming 82901

Eden-Farson Fire Protection District

4027 US 191

Farson, Wyoming 82932

Sweetwater County Fire District 1

600 College Drive

Rock Springs, Wyoming 82901

This Agreement is accepted and effective as of March 13, 2020.

City of Rock Springs

By: _____

Timothy A. Kaumo, Mayor

Eden-Farson Fire Protection District

By: _____

Printed Name & Title: _____

Sweetwater County Fire District 1

By: _____

Printed Name & Title: _____

ATTACHMENT A: Participating Agencies' Equipment Request

Agency	Number of Turnout Gear ensembles requested	Total Cost @ \$4188.98 per ensemble
Rock Springs Fire	35	\$146,614.30 (10%=\$14,661.43)
Eden-Farson Fire	25	\$104,724.50 (10%=\$10,472.45)
Sweetwater County Fire District 1	40	\$167,559.20 (10%=\$16,755.92)

Per the 2019 Assistance to Firefighters Grant Notice of Funding Opportunity, FEMA considers a complete set of Structural/Proximity turnout gear to be comprised of the following NFPA 1971 or 1976 compliant components:

One pair pants

One coat

One helmet

Two hoods

One pair boots

One pair suspenders

One pair goggles

Two pairs gloves