

**FIRE STATION NUMBER THREE PROJECT**  
**MEMORANDUM OF UNDERSTANDING**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between, **CAMPBELL COUNTY** (hereinafter referred to as COUNTY) and the **CITY OF GILLETTE** (hereinafter referred to as CITY), the **TOWN OF WRIGHT**, (hereinafter referred to as WRIGHT) and the **CAMPBELL COUNTY JOINT POWERS FIRE BOARD**, (hereinafter referred to as FIRE BOARD). The COUNTY, FIRE BOARD, WRIGHT and the CITY may be referred to hereinafter collectively as the Parties.

**I. PURPOSE**

This Memorandum of Understanding (MOU) shall outline the terms of understanding among the Parties with respect to the Fire Station No. 3 Project in the City of Gillette and shall identify the specific roles and responsibilities of each party specific to this project. Further written agreements may be developed as deemed necessary, by any party, to identify additional specific roles and responsibilities.

**II. PROJECT**

The Parties agree that they will work cooperatively with each other, as outlined in this MOU, to design, construct and operate the new Fire Station No. 3, hereinafter the PROJECT. The CITY, COUNTY and WRIGHT have budgeted funds from the FY15 Countywide Consensus Funding allocated to Campbell County towards the construction of this facility. CITY shall consult with FIRE BOARD and the COUNTY to administer the construction of the PROJECT.

**III. FINANCING OF FACILITY**

It is agreed by the Parties that the following contributions will be provided for the construction of the PROJECT:

- (1) The PARTIES anticipate that the estimated cost of the construction of the PROJECT will be \$4,000,000 dollars.

- (2) The CITY, COUNTY and WRIGHT have agreed to contribute the following amount on a not-to-exceed basis from the FY15 Countywide Consensus Funding allocated to Campbell County: \$4,000,000 towards the construction cost of the project. The FIRE BOARD will be responsible for the cost of the project not paid by the CITY and the COUNTY.

#### IV. PROJECT MANAGEMENT

The Parties agree that the CITY will be responsible for the design and construction management of the overall project and will serve as the conduit for the FIRE BOARD and COUNTY to have input into those facets of the project. The CITY will utilize the Construction Manager at Risk process to construct the facility. The Parties agree that the overall design of the PROJECT will follow the design of the most recently constructed satellite fire station, such as the original design for Fire Station No. 7.

#### V. OWNERSHIP OF FACILITY

It is the intent of the Parties that the PROJECT will be owned by the FIRE BOARD. The Parties acknowledge that Fire Station No. 3 will be serviced by all CITY utilities, constructed on a tract of land within the City of Gillette that is owned by the Campbell County School District and has been leased to the COUNTY for the purpose of this PROJECT, which lease is recorded with the Campbell County Clerk and Ex-Officio Recorder of deeds at page \_\_\_\_ of Book \_\_\_\_ of Photos. The COUNTY, by its approval of this MOU, consents to the use of this property for this PROJECT and represents that such use is consistent with the terms of its lease with the Campbell County School District. The COUNTY and FIRE BOARD may execute another lease for this facility. The PROJECT will include the construction of a city standard street upon a tract of land deeded to the CITY for that purpose from the Campbell County School District, which adjoins the PROJECT site on the North and will connect Enzi Drive and Running W Drive. Upon completion of the construction of the street, it shall become a part of the CITY's public street system and shall be maintained by the CITY in all respects.

#### VI. USE OF FACILITY

FIRE BOARD shall operate the entire facility and pay all costs associated with its regular operations including utilities and general maintenance, upkeep and housekeeping, as well as exterior maintenance of the parking lot, and landscaping on the property.

VII. FURNISHINGS AND EQUIPMENT.

The Parties agree that FIRE BOARD shall provide furnishings and equipment to outfit all spaces in the PROJECT.

VIII. FIRE, CASUALTY AND LIABILITY INSURANCE

FIRE BOARD shall maintain fire and extended coverage insurance on the facility in such amounts as are deemed appropriate for fire and extended coverage insurance on all personal property located in the premises.

During the course of construction liability insurance coverage will be provided as follows:

General Total limit:	\$2,000,000.
Products & Completed Work total:	\$2,000,000.
Personal Injury Each Person limit:	\$2,000,000.
Each Event limit:	\$2,000,000.
Premises Damage limit:	\$ 500,000.
Builders Risk:	\$Valuation of Project

Additionally, during the course of construction the City of Gillette and COUNTY will be named as Additional Insureds.

IX. INDEMNITY AGREEMENT

The Parties hereby agree to indemnify and hold harmless each other against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from their own negligent act or omission. Notwithstanding the above, nothing in this Agreement shall be read to constitute or to require a waiver of any rights of the ~~CITY or COUNTY~~ the Parties under the doctrine of sovereign immunity, or a waiver of its immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 *et sec.*

X. COMPLIANCE WITH LAW

The Parties represent that their possession, occupancy, and use of the premises will comply with all applicable federal, state, county and city laws and regulations.

XI. SIGNATURES

In witness whereof, the Parties, through their authorized representatives, have executed this MOU on the dates set out below and certify that they have read, understood and agree to the terms and conditions of this MOU as set forth herein.

**CAMPBELL COUNTY, WY**

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Mark Christensen, Chairman

Attest:

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Susan Saunders, County Clerk

**CITY OF GILLETTE, WY**

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John Opseth, Mayor

Attest:

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Karlene Abelseth, City Clerk

**TOWN OF WRIGHT, WY**

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Tim Albin, Mayor

Attest:

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Chrissy Herrera, City Clerk

**CAMPBELL COUNTY FIRE BOARD**

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Ryan Gross, Chairman

Attest:

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, Secretary