

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE GILLETTE/WRIGHT/CAMPBELL COUNTY FIRE  
PROTECTION BOARD AND  
THE CITY OF GILLETTE**

1. **Parties.** This Memorandum of Understanding ("MOU") is made and entered into by and between the Gillette/Wright/Campbell County Fire Protection Board a.k.a. Campbell County Joint Powers Fire Board ("Board"), whose address is 106 Rohan Ave. Gillette, WY 82716, and the City of Gillette, a first class city, whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose.** The purpose of this MOU is to assist the Board with accurate mapping and routing to emergency calls, through the development of a computer application ("APP"), by the City, to be loaded on the Board's computer tablets. The APP will allow the Board to utilize City Geographic Information Systems ("GIS") data and information, including but not limited to: building type, floor plan, and utility location. The APP will also assist the Board with pre-fire planning.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.

4. **Payment**

No payment shall be made to either party by the other party as a result of this MOU.

5. **Responsibilities of Board**

- A. **Confidentiality of Information.** Unless otherwise required by law, all records and other information pertinent to this MOU shall be confidential and the custodian of such records shall deny access to those records in accordance with WYO. STAT. §§ 16-4-203(b) and (d).
- B. **Patent or Copyright Protection.** The Board understands and agrees that certain proprietary matters or techniques regarding the APP may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no use or work to be performed by the Board will violate any such restriction. The Board shall defend and indemnify the City for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- C. **Ownership of Documents/Work Product.** The Board understands and agrees that all documents, reports, records, field notes, materials, and data of any kind resulting from performance of this MOU are at all times the property of the City.

D. **Release and Waiver.** In exchange for the use of the APP and benefits described above, the Board, does hereby forever release and discharge the City, its elected officials, administrators, officers, directors and employees from any and all claims, causes of actions, rights, demands, debts, damages, grievances, accountings, costs, attorney's fees or liabilities of any kind which the Board may have, had or may be able to assert or claim based the use of the APP. Without limiting the generality of the foregoing, this Release applies to any and all Claims regarding:

1. Improper or illegal use of APP information by the Board, its appointed officials, administrators, officers, directors and employees.
2. Incorrect data or information provided by the APP.
3. Internet or server malfunction or outage.

This Agreement does not bar actions or proceedings instituted for the purpose of enforcing the provisions of this Agreement.

6. **Responsibilities of City**

A. **Confidentiality of Information.** Unless otherwise required by law, all records and other information pertinent to this MOU shall be confidential and the custodian of such records shall deny access to those records in accordance with WYO. STAT. §§ 16-4-203(b) and (d).

7. **General Provisions**

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.

C. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.



- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Gillette City Attorney.
- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- F. **Governmental Immunity.** The Board and City do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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8. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**GILLETTE/WRIGHT/CAMPBELL COUNTY FIRE PROTECTION BOARD**

  
Cory Bryngelson

  
Date

**CITY OF GILLETTE**

\_\_\_\_\_  
Louise Carter-King, Mayor

\_\_\_\_\_  
Date

**GILLETTE CITY CLERK ATTEST:**

\_\_\_\_\_  
Karlene Abelseth

\_\_\_\_\_  
Date

**GILLETTE CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM**

\_\_\_\_\_  
Patrick Davidson, City Attorney

\_\_\_\_\_  
Date