



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 4/27/22	Department: Administration
Meeting Date: 5/3/22	Department Head: Reed Clevenger
	Presenter: Reed Clevenger

Subject:

Consideration to approve an agreement with Sweetwater County to provide Fire Services

Background/Alternatives:

For the last several months the City has been in negotiations with the County to have the City provide Fire services outside of the City limits on behalf of the County. The attached agreement brings together information of several workshops and meetings into an agreement for Fire Services. The City of Green River and Fire District #1 are working on the respective sides of the County to provide Fire and protective emergency services to the residents.

Attachments:

Agreement

Fiscal Impact:

It is estimated that the County will pay the City between \$200,000 and \$300,000 for services

Staff Impact:

N/A

Legal Review:

The Lease has been reviewed and approved by Legal Counsel.

Suggested Motion:

I move to approve and authorize the Mayor to sign an agreement with Sweetwater County to provide fire protection services within the County.

FIRE PROTECTION AGREEMENT

BETWEEN

**THE BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING**

- and -

**CITY OF GREEN RIVER
FIRE DEPARTMENT**

April __, 2022

This **FIRE PROTECTION AGREEMENT** ("this Agreement") is entered into as of April ____, 2022 (the "Effective Date") by and between:

**THE BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING
("County")**

- and -

**CITY OF GREEN RIVER
FIRE DEPARTMENT
("City")**

County and City are referred to collectively herein as the "Parties."

WHEREAS, the City operates fire protection services consisting of personnel, apparatus, and equipment which has as its purpose protecting property and maintaining the safety and welfare of the public from the dangers of fire, consistent with the definition of 15 U.S.C. § 2203(5), has appointed a Fire Chief, and owns fire protection assets through a fire department situated within the Sweetwater County, Wyoming;

WHEREAS, the County wishes to contract with the City for the purposes of receiving fire protection services within specified areas of the County from the City;

WHEREAS, the safety of the citizens of, and visitors to, the State of Wyoming and Sweetwater County is of the utmost importance to all levels of state and local government;

WHEREAS, Wyoming Statute §16-1-101 and §18-3-509 (a)(i) authorizes the county, municipal corporations, and special districts to cooperate and assist each other by written agreement and the Sweetwater County Board of County Commissioners to contract with a municipal corporation or contribute toward the support of any fire department to provide or receive fire protection;

WHEREAS, Wyoming Statute §15-1-103(a)(xxiii)(C) allows municipalities to enter into contractual agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services for fire protection;

WHEREAS, Wyoming Statute §15-1-121(c) provides that no city or town is liable for damages to persons or property resulting from the operation or presence of fire-fighting equipment outside the corporate limits pursuant to an agreement or contract under this section;

AND WHEREAS, the respective governing bodies of the City and the County have duly passed any required action to authorize such an agreement between the parties;

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, the City and the County agree as follows:

SECTION 1.00 - DEFINITIONS AND SCHEDULES

1.01 In this Agreement,

- (a) "Agreement" means this document, the "Fire Protection Agreement" between the Parties.
- (b) "Building" means a building, structure, or mobile home, whether occupied or not.
- (c) "Emergency Medical Response Services" are those services that the City agrees to provide to the County including treatment of medical emergencies by qualified persons through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, and other techniques described in the emergency medical technician basic training course through the curriculum of the U.S. Department of Transportation, and the services as more particularly described in Schedule B hereto and as defined in Wyoming Statute § 19-13-202(a)(i).
- (d) "Fire Area" means the fire protection area(s) of the County under the terms of this Agreement where service is to be provided by the City as described and detailed in Schedule A hereto;
- (e) "Fire Chief" means the chief of the fire department of the City, his or her designees who are authorized to act on his or her behalf;
- (f) "Fire Department" means the City of Green River Fire Department situated within Sweetwater County, Wyoming;

- (g) "Fire Protection Services" means those fire protection services as provided by the City, as defined in Wyoming Statute § 19-13-202(a)(ii), and as more particularly described in Schedule B hereto
- (h) "Mutual Aid Agreement" means a written agreement between one or more providers of fire protection services and/or emergency medical response services whereby the signing parties agree to lend aid to one another under conditions specified in the agreement and as approved by their governing bodies.

1.02 The following schedules are attached hereto and form part of this Agreement:

- (a) Schedule A – Fire Area of the County
- (b) Schedule B – Fire Protection Services and/or Emergency Medical Response Services
- (c) Schedule C – County Water Sources
- (d) Schedule D – County Bridges
- (e) Schedule E – Authority of the County
- (f) Schedule F – Fees
- (g) Schedule G – County Supplied Equipment

SECTION 2.00 - TERM

2.01 This Agreement shall come into effect upon signing by the parties and shall remain in force to December 31, 2022, unless terminated earlier in accordance with section 8.01. The parties agree that this Agreement may be renewed with the consent of the parties.

SECTION 3.00 - CITY RESPONSIBILITIES

- 3.01 Subject to section 3.03 of this Agreement, and subject always to the City exercising industry standards of care in providing and/or carrying out its obligations under this Agreement, City agrees to supply those Fire Protection Services and/or Emergency Medical Response Services as specifically described in Schedule B to County in the Fire Area specifically described in Schedule A.
- 3.02 Upon receiving a request from the 911 dispatcher at the Combined Communications Center operated by the City of Rock Springs, Wyoming; City of Green River, Wyoming; Sweetwater County, Wyoming Combined Communications Joint Powers Board or other designated authority, the Fire Chief of City will respond to the request for Fire Protection Services and/or Emergency Medical Response Services in County with, in the opinion of the Fire Chief, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Protection Services and/or Emergency Medical Response Services requested.
- 3.03 Notwithstanding section 3.02 above, the Fire Chief may refuse to supply Fire Protection Services and/or Emergency Medical Response Services to County if, in the Fire Chief's opinion, the appropriate personnel, apparatus or equipment are required in the City or elsewhere, if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the Fire Department to make a response. Without limiting the generality of the foregoing, the refusal by the Fire Chief to supply Fire Protection Services and/or Emergency Medical Response Services includes the discretion of the Fire Chief to, at any time, to order the return of such apparatus, equipment or personnel that is responding to a request for Fire Protection Services and/or Emergency Medical Response Services or is at the scene. In such instances, Section 3.04 shall apply.
- 3.04 If, in his or her sole opinion, the Fire Chief determines that additional assistance is required for the provision of Fire Protection Services and/or Emergency Medical Response Services in County, the Fire Chief may request additional personnel, apparatus or equipment from any private individuals or service providers, or pursuant to the provisions of any existing Fire Protection Agreement or Mutual Aid Agreement between the City and any other municipality or fire protection district, or if no such agreements exist, from the next closest municipality or mutual aid provider.
- 3.05 The parties agree that the Fire Chief is, pursuant to the designation referenced in section 4.08, the authority having jurisdiction and has authority and control over

all Fire Protection Services and/or Emergency Medical Response Services in which the City is engaged in the Fire Area of County.

- 3.06 The City will report to County quarterly on all occurrences in the Fire Area that the Fire Department has responded to in the previous quarter.

SECTION 4.00 - COUNTY RESPONSIBILITIES

- 4.01 County agrees to designate a person who shall be responsible for providing any required information to the Fire Chief with respect to the Fire Protection Services required.
- 4.02 County shall identify all streets and County roads in the Fire Area by having them clearly marked at all intersections.
- 4.03 County agrees to provide a map, attached hereto as Schedule C, of the Fire Area clearly indicating all readily accessible static sources of water that are available for fire fighting operations.
- 4.04 County agrees to identify all bridges under its or any other jurisdictions within the Fire Area, including the identification of weight limits and alternate routes for fire protection apparatus. Any bridges that are unable to carry the weight of fire protection apparatus will be clearly marked in red on Schedule D hereto. Any bridges so identified will either limit or exclude Fire Protection Services where the use of these bridges is required for the transportation of fire protection apparatus.
- 4.05 County shall be responsible for establishing and notifying residents and occupants of the Fire Area, in the manner and to the extent necessary, the procedures for reporting the Fire Protection Services and/or Emergency Medical Response Services provided by the Fire Department.
- 4.06 County represents and warrants to City that it has an approved emergency plan, required pursuant to Wyoming Statute § 35-9-156 of The Wyoming Emergency Response Act and a copy of same will be provided to the Fire Chief upon the signing of this Agreement. Any subsequent amendments to the emergency plan will be communicated to the Fire Chief in a timely manner. County further represents and warrants that all appropriate resolutions have been made by County to authorize the activities and responsibilities of the Fire Chief under the emergency plan, a copy of which is attached hereto as Exhibit E.

- 4.07 County agrees that, while in the Fire Area for the purposes of providing Fire Protection Services, it has designated the City, or their designee, to be the "authority having jurisdiction", as that term is defined under the National Incident Management System promulgated by the Federal Emergency Management Agency.
- 4.08 County agrees to provide City with a list of any other Fire Protection Agreements or Mutual Aid Agreements that it has entered into with other municipalities, including the contact's name and telephone number for each other municipality. This list will be updated no less frequently than annually by County during the term of this Agreement.

SECTION 5.00 - FEES

- 5.01 In consideration of the Fire Protection Services provided by City to County, County agrees to pay City the fees as more particularly set out at Schedule F hereto.
- 5.02 Pursuant to section 3.04 of this Agreement, if the Fire Chief required additional assistance in the course of providing the Fire Protection Services from any individuals, service providers, or municipalities, County agrees that it will, upon presentation by City of a written invoice(s) from any individual, service provider or municipality, pay the fees of the individual, service provider or municipality, notwithstanding the fact that those fees may be different than the amounts charged by City. These fees will be paid by County in the manner set out in Schedule F hereto.
- 5.03 County agrees that it will pay the costs related to any increase in insurance premium or the costs of an insurance deductible that is assessed to City, either of which occurs because of the City providing Fire Protection Services to County in the Fire Area described herein or due to the additional insurance costs to the City associated with items identified on Schedule G.

SECTION 6.00 - LIABILITY AND INDEMNIFICATION

- 6.01 City shall maintain liability insurance. The City will not be liable for any injury to County, or to any officers, employees, agents, residents, occupants or visitors of County or the Fire Area, or for any damage to or loss of property of County, or of any officers, employees, agents, residents, occupants or visitors of County or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Protection Services on any

occasion to County or for any decision made by the Fire Chief pursuant to section 3.03 of this Agreement. Neither party waives the protections and limitations provided by W.S. §15-1-121(c).

- 6.02 Each party to this Agreement shall assume the risk of any liability arising from its own conduct.
- 6.03 The County shall maintain property insurance on all County owned vehicles used by the City.
- 6.04 Notwithstanding any provision herein, neither party in no way waives or intends to waive any immunity protection provided to the Parties or their employees under the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-102. The Parties each specifically retain all immunities and defenses available to governmental entities. Designations of venue, choice of enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The Parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either Party, except that any ambiguity as to immunity shall be construed in favor of immunity.

SECTION 7.00 - CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 7.01 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
 - (a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - (b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - (c) was approved in writing for disclosure, without restriction, by the disclosing party;
 - (d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or

(e) was developed by either party independently, without a breach of any duty of confidence.

- 7.02 Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 7.00.
- 7.03 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced, or acquired.
- 7.04 Upon completion the Fire Protection Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes, and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- 7.05 Where City or County or any of their respective employees, officers or agents will have access to any personal information or personal health information in the possession of the other party, when performing the Fire Protection Services described herein, then City or County, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

SECTION 8.00 - WORKPLACE HEALTH AND SAFETY ISSUES

- 8.01 The parties acknowledge and agree that, by operation of Wyoming Occupational Safety and Health Act, Wyoming Statute § 27-11-101 through 114, each has ongoing duties and obligations that must be met. To ensure that these duties and obligations are complimentary, each party will designate a representative to meet as and when needed with their counterpart, but in any event not less than annually during the term of this Agreement.

SECTION 9.00 - DISPUTE RESOLUTION

- 9.01 If, during the term of this Agreement, a dispute or disagreement arises between the parties the matter will be addressed the Fire Chief and the person designated by County pursuant to section 4.01.
- 9.02 Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Section 9.00, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

SECTION 10.00 - TERMINATION

- 10.01 This Agreement may be terminated by either party giving written notice to the other party of not less ninety (90) days prior to the desired termination date.

SECTION 11.00 - GENERAL

- 11.01 Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed by all Parties to this Agreement.
- 11.02 Any notices, communications or other information shall be sufficiently given if delivered or sent by prepaid registered mail, facsimile or e-mail and addressed to the Parties' business address.
- 11.03 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:
- (a) the date delivered if delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;

- (b) the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
 - (c) the day transmitted if sent by facsimile or e-mail on a business day of the addressee, and if not sent by facsimile or e-mail on a business day, on the next business day of the addressee.
- 11.04 Either party may change its address or particulars for the purposes of the receipt of any communications pursuant to this Agreement by giving seven (7) days prior written notice of such change to the other party.
- 11.05 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 11.06 It is expressly agreed by the parties that the City is acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of the City and the County, or of principal and agent or of partnership or joint venture between City and County, or between the officers, employees or agents of City and County.
- 11.07 Sections 6 and 7, and subsection 11.07 shall survive the termination or expiration of this Agreement.
- 11.08 This Agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of Wyoming as applicable herein. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties.
- 11.09 The Parties agree that they shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq.; the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq.; and the Age Discrimination Act of 1975; and any properly promulgated rules and regulations thereto; and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- 11.10 The City shall pay all required taxes and other such amounts as may be applicable to governmental entities under federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales or use taxes.

- 11.11 Each payment obligation under this Agreement is conditioned upon the availability of government funds which are appropriated or allocated the payment of obligations under this Agreement. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the City at the end of the period for which the funds are available. The County shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- 11.12 The County and City designated representative and their audit representatives shall have access to any books, documents, papers, electronic data, and records which pertain to the Parties performance and compensation under this Agreement.
- 11.13 By signing this Agreement, the Parties certify that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this matter or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, each Party agrees to notify the other by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- 11.14 The Parties do not intend to create in any individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- 11.15 Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

- 11.16 This Agreement and the attached Schedules constitute the entire Agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.
- 11.17 The waiver of any breach of any term or condition in the Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- 11.18 The headings and titles of sections or subsections are for reference only and shall not be used to construe the language of this Agreement.
- 11.19 This Agreement may be executed in two or more counterparts, each of which will together be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission, electronic mail of a PDF format data file, or electronic signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature were an original thereof

THIS AGREEMENT has been executed by City and by County by their duly authorized representatives on the dates noted below:

CITY GREEN RIVER, WYOMING

Pete Rust, Mayor

Date

Attest:

City Clerk

Date

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Jeffrey W. Smith, Chairman

Date

Roy Lloyd, Member

Date

Lauren Schoenfeld, Member

Date

Mary E. Thoman, Member

Date

Randal M. Wendling, Member

Date

Attest:

Cynthia L. Lane, County Clerk

Date

SCHEDULE "A" - FIRE AREA OF COUNTY

This is Schedule "A" to a Fire Protection Agreement dated _____ between the City and the County.

See attached Schedule "A" for map.

[illegible]Sweetwater County
Fire Response Areas

Rev. No.	Date	Description	By
1	4/1/22	Fire Response Arest Based on FireComet	MT

SWEETWATER
C.O.U.N.T.Y.

$$\frac{1}{1}$$

SCHEDULE "B" - FIRE PROTECTION SERVICES

This is Schedule "B" to the Fire Protection Agreement dated _____ between the City and the County

The following is a list of fire protection and emergency services that may form part of the services to be provided by City to County. THIS LIST IS NOT EXHAUSTIVE AND IS FOR EXAMPLE PURPOSES ONLY.

The Fire Department will provide the following Fire Protection Services:

- a) fire prevention and fire extinguishing, which includes structural fire fighting for rescue, fire control and property conservation;
- b) investigation of the causes of fire and origin determination;
- c) preservation of life and property and protection of persons and property from injury or destruction by fire;
- d) rescue and emergency medical services;
- e) salvage operations;
- f) the ability to enter into agreements with other municipalities or persons for the joint use, control, and management of fire extinguishing apparatus and equipment;
- g) purchase and operation of apparatus and equipment for extinguishing fires and preserving life and property;
- h) water rescue;
- i) rope rescue;
- j) low angle rescue;
- k) hazardous material responses;
- l) vehicle extrication;
- m) farm accident rescue;
- n) ground search and rescue;
- o) urban search and rescue;
- p) aircraft rescue and fire fighting;
- q) trench rescue;
- r) biological and chemical responses;
- s) pre-fire planning;
- t) public safety education;
- u) precautionary standby;
- v) extinguishing and prevention of grass fires;
- w) extinguishing and prevention of urban interface fires;
- x) flood response;
- y) response to any request that the fire department deems an emergency, including but not limited to, CO alarms, animals in peril, and gas odors.

SCHEDULE "C" – COUNTY WATER SOURCES

This is Schedule "C" to the Fire Protection Agreement dated _____ between the City and the County.

The County will provide the City with a list of water sources available to be used for fire protection throughout the county by June 1, 2022. The County will be responsible for fees associated with said resources.

SCHEDULE "D" – COUNTY BRIDGES

This is Schedule "D" to the Fire Protection Agreement dated _____ between the City and the County.

The City of Green River uses fire equipment of approximately up to 60,000 pounds gross vehicle weight (GVW). In general, most county bridges are rated well in excess of said weight capacity. Any bridges weighted below 80,000 pounds are clearly marked at the legal weight capacity of the bridge. The county will provide City of Green River with a list of any bridges not capable of supporting the weight limit of the City apparatus. Said information will be provided by June 1, 2022.

SCHEDULE "E" – AUTHORITY OF COUNTY

This is Schedule "E" to the Fire Protection Agreement dated _____ between the City and the County.

At the Sweetwater Board of County Commissioners regular meeting held on March 15, 2022, the Board acted to reorganize County fire such that fire protection services be provided by the City in and for the herein identified service area and that a contract be submitted to the City.

At the Sweetwater Board of County Commissioners regular meeting held on _____, 2022, the Board acted to approve the contract with the City.

SCHEDULE "F" – FEES

This is Schedule "F" to the Fire Protection Agreement dated _____ between the City and the County.

See attached fee schedule identified as Schedule "F."

SCHEDULE "F"

CITY OF GREEN RIVER SCHEDULE OF FEES Fiscal Year 2023

	Current	Proposed by CIP Index 8%
Fire Department Non Fire Incident Fees		
Command Response Vehicle - Per Incident	\$ 280.00	\$ 302.40
Motor Vehicle Incidents		
Level 1 - Per Incident for the first 3 hours		
Vehicle - Per vehicle dispatched	\$ 487.00	\$ 525.96
Personnel - 4 to 6 fire fighters	\$ 180.00	\$ 194.40
Provide hazardous materials assessment and scene stabilization, basic first aid		
Level 2 - Per Incident for the first 4 hours		
Vehicle - Per vehicle dispatched	\$ 554.00	\$ 598.32
Personnel - 4 to 6 fire fighters	\$ 180.00	\$ 194.40
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.		
Level 3 Car Fire - Per Incident for the first 4 hours		
Vehicle - Per vehicle dispatched	\$ 667.00	\$ 720.36
Personnel - 4 to 6 fire fighters	\$ 180.00	\$ 194.40
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.		
Extrication - Per Incident	\$ 1,461.00	\$ 1,577.88
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.		
Create Landing Zone - Per Incident	\$ 448.00	\$ 483.84
Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).		
Additional Time on Scene		
Vehicle - Per Hour	\$ 95.00	\$ 102.60
Personnel - Per Hour	\$ 60.00	\$ 64.80
Hazmat		
Level 1 - Per Incident for the first 3 hours	\$ 784.00	\$ 846.72
Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.		
Level 2 - Per Incident for the first 3 hours	\$ 2,800.00	\$ 3,024.00
Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.		
	\$ 6,608.00	\$ 7,136.64
Level 3 - Per Incident for the first 3 hours		
Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$336.00 per HAZMAT team		
Additional Time on Scene		
Engine - Per Hour	\$ 448.00	\$ 483.84
Truck - Per Hour	\$ 560.00	\$ 604.80
Fire Investigation - per hour	\$ 308.00	\$ 332.64
Water Incidents		
Level 1		
Base fee	\$ 448.00	\$ 483.84
Per Rescuer - per hour	\$ 56.00	\$ 60.48
Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control).		
Level 2		
Base fee	\$ 896.00	\$ 967.68
Per Rescuer - per hour	\$ 56.00	\$ 60.48
Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident		
Level 3		
Base fee	\$ 2,240.00	\$ 2,419.20

	Current	Proposed by CIP Index 8%
Per Rescuer - per hour	\$ 56.00	\$ 60.48
Per Hazmat Team Member	\$ 112.00	\$ 120.96

Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Back Country or Special Rescue		
Response Vehicle - each	\$ 448.00	\$ 483.84
Per Rescuer - per hour	\$ 56.00	\$ 60.48

Wild Land Fire Reponse Fees will be billed in accordance with most current State of Wyoming Wildland Fire Resource Mobilization Guide

SCHEDULE "G" – COUNTY SUPPLIED EQUIPMENT

This is Schedule "G" to the Fire Protection Agreement dated _____ between the City and the County.

The County will provide two (2) type 6 wild land fire engines and eight (8) hand held field radios.