AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES, effective July 1, 2007, is entered into by and between the **TOWN OF THAYNE**, a Wyoming Municipal Corporation, P. O. Box 298, Thayne, Wyoming 83127, and the **TOWN OF STAR VALLEY RANCH**, a Wyoming Municipal Corporation, P. O. Box 1180, Star Valley Ranch, Wyoming 83127.

WHEREAS, Wyoming Statutes 15-1-121 (a) (ii) provides that a town can agree unilaterally to provide fire protection for another town upon conditions and for consideration as may be agreed upon by the towns; and

WHEREAS, Wyoming Statues 15-1-103 (a) (xlv) provides that a town can contract for human services for persons with its jurisdiction; and

WHEREAS, the Town of Thayne and the Town of Star Valley Ranch have agreed that it would be mutually beneficial to the citizens of both towns for the Town of Thayne (hereafter "Thayne") to provide to the Town of Star Valley Ranch (hereafter "SVR") fire suppression services and emergency medical services through the Thayne and Rural Fire Department (hereafter "T&RFD") and the Thayne Ambulance Service (hereafter "TAS").

NOW, THEREFORE, it is hereby agreed as follows:

1. That Thayne will provide the following services to SVR:

   a. Through T&RFD, fire suppression services, which shall include protection of life and property through:

      i. emergency responses to fire emergencies;

      ii. emergency responses to hazardous materials incidences; and

      iii. the provision of fire prevention education programs; and

   b. Through TAS, emergency medical services, which shall include protection of life through:

      i. emergency responses to medical emergencies;

      ii. emergency responses to rescue emergencies; and

      iii. provision of emergency medical education programs.

2. That Thayne will provide to SVR a quarterly report showing all services provided by T&RFD and TAS pursuant to this Agreement.

3. That SVR will pay to Thayne the sum of ($60,000) for the fiscal year 2007 - 2008, which is July 1, 2007 through June 30, 2008. SVR will pay to the Town of Thayne ($63,000) for the fiscal year 2008-2009. SVR will pay to the Town of Thayne ($66,000) for the fiscal year 2009-2010 for the services provided pursuant to this Agreement, with one-half

of said payment to be allocated for T&RFD services, and one half of said payment to be allocated for TAS services. SVR shall make quarterly payments, each of one-fourth (1/4) of the total amount due. Town's have the option of renegotiating the increase if they can prove a significant variation to the agreed 5% increase.

4. That SVR agrees that if a fire or other emergency occurs that exceeds the capacity of T&RFD and/or TAS and other assistance is required, SVR shall be responsible for the direct payment of any and all costs resulting from the provision of such other assistance. The Town of Thayne shall not be responsible for the additional costs, provided such costs are incurred in the normal course of business and dealing between T&RFD and/or TAS and the entity providing such assistance, and in such case.

5. That this Agreement shall be in effect for the period from July 1, 2007 through June 30, 2010.

6. That Thayne and SVR further agree as follows:

   a. That by signing this Agreement, neither Thayne, nor T&RFD, TAS, nor SVR 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. That by signing this Agreement, Thayne, T&RFD, TAS, and SVR provide notice 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.

   c. That the waiver of any breach of this Agreement or any term or condition contained herein shall not be deemed a waiver of any prior or subsequent breach.

   d. That any notices regarding this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

THAYNE:	SVR:
Town of Thayne P. O. Box 298 Thayne, Wyoming 83127	Town of Star Valley Ranch P. O. Box 1180 Star Valley Ranch, Wyoming 83127

   e. That this Agreement is the only and entire contract covering the subject matter herein. No other representations have been made either by Thayne or SVR, and each has fully read and understood each condition herein stated. No change, alteration, or modification of this Agreement shall be valid unless the same shall have been made or specified in writing and signed by Thayne and SVR.

   f. That Thayne and SVR agree that should any dispute arise between them regarding this Agreement or the actions taken or not taken pursuant to

this Agreement, Thayne and SVR will attempt to resolve that dispute by negotiation prior to initiating any litigation. Should such negotiations fail and litigation be commenced between Thayne and SVR concerning this Agreement , or the rights and / or duties of either in relation thereto, 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.

g. That is a court of competent jurisdiction declares any part of this Agreement invalid, such judgment shall not affect the remainder of this Agreement, and the remainder of the Agreement shall be in full force and effect.

h. That the laws of the State of Wyoming shall govern this Agreement.

i. That time is of the essence in this Agreement.

j. That SVR hereby agrees that SVR is not relying on Thayne's attorney to look after SVR's interests. It is further represented that SVR has either consulted with an attorney or has decided not to consult with an attorney regarding this Agreement and is relying on SVR's own knowledge or judgment and understanding.

7. Either party may cancel this contract with sufficient notice of 90 days.

8. The contract will become null and void with the implementation of a Fire District.

Dated the 24th day of September, 2007

Originals signed by:

TOWN OF THAYNE
DON AULLMAN
MAYOR

TOWN OF STAR VALLEY RANCH
BOYD SIDDOWAY
MAYOR