

WYOMING INTER-COUNTY MUTUAL AID AGREEMENT

1. PARTIES

The Parties to this Mutual Aid Agreement (hereinafter “Agreement”) may be added or deleted from this Agreement at any time, but the Agreement shall remain in full force and effect until final termination of the Agreement. All parties to this Agreement shall be listed on the Signature Page(s).

2. PURPOSE

The purpose of this Agreement is to establish the terms and conditions by which signatory Wyoming counties and/or tribes may request aid and assistance from any other signatory counties and/or tribes in responding to an emergency, disaster, or overtaking planned event that exceeds the resources available in the Requesting Agency’s jurisdiction. All activities performed by any party under this Agreement will be at no cost for the first twelve (12) hours. For any activities following the initial twelve (12) hour period, the parties will negotiate in good faith for any expenses incurred. This Agreement shall supersede and replace all prior versions of the Wyoming Inter-County Mutual Aid Agreement, whether oral or written.

This Agreement shall in no way supersede other, more specific mutual aid agreements or memoranda of understanding. This Agreement is intended to be between Wyoming Counties, and shall not be used to circumvent other binding agreements unless agreed to by all parties involved in said agreement(s).

3. AUTHORITY

This Agreement is written using the authorities granted by Wyoming State Statute Title 19, Chapter 13, Section 109 (A): Local programs; reciprocal and mutual aid:

The local coordinators in collaboration with other public and private agencies within this state will develop or cause to be developed mutual aid arrangements for reciprocal homeland security aid and assistance in case of disaster of extreme nature which affects two (2) or more political subdivisions or is too great to be dealt with unassisted. The arrangements shall be consistent with the state homeland security plan and program, and in time of emergency each local homeland security program shall render assistance in accordance with the provisions of the mutual aid arrangements.

4. SPECIAL PROVISIONS

A. *TERM OF AGREEMENT*

This Agreement is effective for a County upon the day and date of execution of the County’s signatory page. This Agreement shall remain in full force and effect until terminated by the parties. The Agreement may be terminated, without cause, by any party upon thirty (30) days

written notice, which shall be delivered to the Agreement repository by hand or by certified mail sent to the address listed herein.

B. PROCEDURES FOR REQUESTING AND PROVIDING MUTUAL AID

When a party becomes affected by, or is under imminent threat of, an emergency or disaster, or is subject to a planned event that has potential to stretch local resources to a point where public safety may be at risk, it may request mutual aid assistance through an Authorized Representative by submitting a written or oral request followed as soon as practicable by written confirmation, to the other party. Requesting Agency shall not request assistance unless resources available within the affected area are deemed inadequate. Requests for assistance must be transmitted by an Authorized Representative of Requesting Agency.

C. AUTHORIZED REPRESENTATIVE

Each jurisdiction that is a party to this agreement shall designate their Emergency Management Coordinator as the primary Authorized Representative. The jurisdiction may appoint a secondary Authorized Representative. In the absence of an appointed Authorized Representative, the jurisdiction's signatory body or ad hoc appointee may act as the Authorized Representative.

D. PROVIDING ASSISTANCE

Responding Agency retains the right to deny any request for assistance. This agreement shall not obligate any agency to provide any resources to a Requesting Agency.

E. SUPERVISION AND CONTROL OF RESOURCES

The parties agree that Responding Agency's personnel, equipment and resources will be under the operational control of Requesting Agency. Direct supervision and control of personnel, equipment and resources shall remain with Responding Agency's designated supervisory personnel and Requesting Agency shall advise Responding Agency's supervisory personnel of the work tasks to be assigned.

F. RECALL OF PERSONNEL

The parties agree that Responding Agency's personnel and other resources shall remain subject to recall at any time. Responding Agency shall give Requesting Agency reasonable, advance notification of its intent to withdraw personnel or resources. If such notice is not practicable, Responding Agency shall give Requesting Agency the most immediate and earliest possible notice of the recall.

G. STANDARD OPERATION GUIDE

The appointed Authorized Representatives of signatory jurisdictions of this agreement shall be responsible for preparing and approving a Standard Operation Guide which shall contain

resource inventories, procedures for payment and reimbursement, interoperable communications and any other guideline necessary for the administration of this Agreement.

H. UNEMPLOYMENT AND WORKER'S COMPENSATION COVERAGE

During the period of assistance, each party shall maintain its own unemployment insurance and workers compensation insurance coverage, as required by law, for its employees and shall require the same from its local emergency response agencies.

I. GENERAL INSURANCE POLICY REQUIREMENTS

Each party agrees to obtain general liability, public officials' liability and law enforcement liability insurance, as applicable, or be comparably covered by a self-insurance program. All insurance policies required under this Agreement shall be in effect during the period of assistance. During the period of assistance, parties shall pay the premiums on the required policies and shall not allow the policies to be revoked, canceled, amended, or allowed to lapse without thirty (30) days notification to the other party, if possible, or shall otherwise provide such notification immediately upon learning that a policy has been, or will be, revoked, canceled, amended, or allowed to lapse.

J. SOVEREIGN IMMUNITY

By entering into this Agreement, the parties do not waive any governmental or sovereign immunity. Each party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant state law, including Wyoming Statute §1-39-101, *et seq.* Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity.

K. LIABILITY

Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.

L. 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between and among the parties to this Agreement, and shall inure solely to the benefit of such parties. The provisions of this Agreement are only intended to assist the parties in determining and performing their obligations under this Agreement. The parties expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce its provisions, to seek any

remedy arising out of a party's performance or failure to perform any term or condition herein, or to bring an action or suit for the breach of any terms or condition herein.

M. APPLICABLE LAW

In the event that the construction, interpretation, and enforcement of this Agreement are subjected to adjudication in a court of law, the construction, interpretation, and enforcement of the terms of the Agreement, and each party's duties and responsibilities thereunder, shall be governed by the laws of the State of Wyoming.

N. ENTIRETY OF AGREEMENT

This Agreement consists of a total of four (4) pages and represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

O. SEVERABILITY

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

P. AMENDMENTS

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, and signed by all parties to this Agreement with the same approvals, certifications, submissions and other requirements applicable to the original Agreement.

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SIGNATURE PAGE

In witness whereof, the parties to this Agreement through their duly authorized officials or representatives, hereby execute this Agreement on the dates set out below, and in doing so certify that each has read, understood, and agreed to the terms and conditions of this Agreement as set forth herein and has the authority to enter into this legally binding contractual agreement. The effective date of this Agreement is the date of the signature and seal last affixed to this page.

_____ **County, Wyoming**

Chairman County Commission

Date

Attested by: _____
County Clerk/Notary

Date

Affix Official Seal: