

MUTUAL AID AGREEMENT BETWEEN SHERIDAN COUNTY, WYOMING AND BIG HORN COUNTY, MONTANA FOR EMERGENCY SERVICES MUTUAL AID

THIS MUTUAL AID AGREEMENT, hereinafter "Agreement," is made by and between Sheridan County, a duly organized county of the State of Wyoming, whose address is 224 South Main Street, Sheridan, Wyoming, 82801 and Big Horn County, a political subdivision of the State of Montana, whose address is P.O. Box 908, Hardin, Montana 59034, in order to grant assistance to one another where such assistance is necessary to protect life and property, or otherwise cope with such emergencies, disasters, or overtaking planned events beyond the capabilities and resources of the individual parties, with reference to the following:

WHEREAS, the parties cooperating under this Agreement have expertise unique to the management of disasters/emergencies and overtaking planned events that would be difficult and time consuming to accumulate during the onset of a disaster/emergency; and

WHEREAS, the unique expertise and experience maintained by each party cooperating under this Agreement would be beneficial to each other should the need arise; and

NOW, THEREFORE, in considerations of the provisions, terms and conditions contained herein, the parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to explain the rights and responsibilities of the Parties when either encounters events requiring additional personnel, supplies or equipment when responding to events within the other Party's jurisdictional boundaries. These events may include, but are not limited to, wildland fires, structure fires, natural disasters or any all-risk hazards that require assistance beyond the capabilities of the affected Party. Nothing contained herein is intended to affect any other agreement or compact existing between the Parties.
2. **AUTHORITY:** This Agreement is written using the authorities granted by Wyo. Stats. §§ 19-13-201 through 210 titled the "Interstate Emergency Services Mutual Aid Act," which provides in § 19-13-203(a):

Any one (1) or more fire protection services, emergency medical care providers, homeland security programs or local government subdivision of this state may enter into a mutual aid agreement with any one (1) or more fire protection services, emergency medical care providers, homeland security programs or local government subdivisions of any other state or the United States to provide emergency services to the area covered by the agreement.

In addition, the authority granted by Montana Code Annotated § 10-3-201 through 210, titled "Intergovernmental Cooperation", which provides in § 10-3-202(1):

Political subdivisions and governmental fire agencies organized under Title 7, chapter 33, must be encouraged and assisted by the division to conclude mutual aid arrangements with

other public and private agencies within this state or any other state or the United States pursuant to Title 10, chapter 3, part 11, for reciprocal aid and assistance in coping with incidents, emergencies, and disasters.

3. **TERM:** This Agreement becomes effective upon the date of execution by both parties represented herein. This Agreement shall remain in full force and effect until terminated by the parties.
4. **REQUESTING 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 a risk, or has officially declared an emergency, 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. The Requesting Party 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 the Requesting Party. Either party retains the right to deny any request for assistance. This Agreement shall not obligate either party to provide any resources to the other party. Resources contemplated by this Agreement shall include equipment (vehicles, trucks, tractors, barriers, trailers, materials, and supplies) and personnel.
5. **AUTHORIZED REPRESENTATIVE:** Each party to this Agreement shall designate their Emergency Management Coordinator as the primary authorized representative. In the absence of the Emergency Management Coordinator, the respective authorized officials of the party to this Agreement may select an appointee to act as the authorized representative.
6. **SUPERVISION AND CONTROL OF RESOURCES:** The party responding with aid and assistance, Responding Party, agrees that its resources will be under the operational control of the party requesting aid and assistance, Requesting Party. Direct supervision and control of resources shall remain with the Responding Party's designated supervisory personnel and Requesting Party shall advise Responding Party's supervisory personnel of the work tasks to be assigned.
7. **WITHDRAWAL OF RESOURCES:** The Responding Party's resources shall remain subject to recall at any time. Responding Party shall give Requesting Party reasonable, advance notification of its intent to withdraw resources. If such notice is not practicable, Responding Party shall give Requesting Party the most immediate and earliest possible notice of the recall of resources.
8. **PROVIDING STANDARD OPERATION GUIDE:** The signatories' Emergency Management Coordinators shall cause to be developed a Standard Operation Guide which shall contain information such as resource inventories, procedures for payment and reimbursement, interoperable communications, or any other guideline necessary for the administration of this Agreement.

9. **MUTUAL AID ASSISTANCE:** The Requesting Party shall have the responsibility of providing compensation incidental to the Responding Party's officials, employees, volunteers, equipment, and supplies rendering aid to this Agreement. All activities performed by the Responding Party under this Agreement will be at no cost for the first twelve (12) hours of each incident or event. For any activities following the initial twelve (12) hours, the parties will negotiate in good faith for any expenses incurred. In addition, the Requesting Party shall be responsible for providing food and housing for the personnel of the Responding Party from the time of their arrival at the designated location to the time of their departure.
10. **UNEMPLOYMENT AND WORKER'S COMPENSATION COVERAGE:** During the period of assistance, each party shall maintain its own unemployment insurance and worker's compensation insurance coverage, as required by law, for its employees deployed to assist Requesting Party.
11. **INSURANCE:** Each party shall be responsible for providing and maintaining insurance coverage for its automobile liability coverage, general liability, public officials, and law enforcement liability insurance.
12. **IMMUNITIES:** 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 Wyo. Stat. § 1-39-101, *et seq.*, and the laws of the State of Montana, including Article II, Section 18 of the Montana Constitution and Mont. Code Ann. § 18-1-404.
13. **INDEMNIFICATION:** Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions of the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. 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.
14. **NO LIMITATIONS ON STATE RIGHTS:** Nothing contained in the Agreement shall be interpreted to limit the rights of the State of Montana including, but not limited to, the right to maintain an action against any fire protection service, emergency medical care provider, or local government subdivision whose default, failure, performance, or other conduct caused or contributed to a liability incurred by the State of Montana, pursuant to Montana Code Annotated § 10-3-1113.

Nothing contained in the Agreement shall be interpreted to limit the rights of the State of Wyoming including, but not limited to, the right to maintain an action against any fire protection service, emergency medical care provider, homeland security program or local government subdivision whose default, failure, performance or other conduct caused or contributed to a loss or liability incurred by the State of Wyoming, pursuant to Wyo. Stat. § 19-13-209.

15. **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 insure 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.
16. **APPLICABLE LAW:** In the event that the construction, interpretation, and enforcement of this Agreement are subject 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 in which the Requesting Party resides, either Wyoming or Montana. In such event, the Courts of that particular State shall have jurisdiction over the Agreement and the parties.
17. **TERMINATION:** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered by hand delivery or by certified mail sent to the address listed herein.
18. **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.
19. **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.
20. **ENTIRETY OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
21. **STATE APPROVAL:** The parties acknowledge that, as an agreement between the public agencies of two or more states, this Agreement is subject to filing with the secretary of state and approval of the attorney general of the State of Montana under Montana Code Annotated § 10-3-1106, which provides that if the attorney general does not disapprove the agreement within sixty days after its submission, it is considered approved. Following execution of this agreement, Big Horn County, Montana shall file this Agreement with the Montana Secretary of State's Office and take such steps as reasonably necessary to obtain approval from the attorney general of the State of Montana and provide documentation of the approval to Sheridan County, Wyoming, when it is obtained.

The parties also acknowledge that pursuant to Wyo. Stat. § 19-13-205, this Agreement is subject to the approval of the attorney general of the State of Wyoming and will be

considered approved if the attorney general does not disapprove the agreement within sixty days after its submission. Following execution of this Agreement, Sheridan County, Wyoming shall take such steps as reasonably necessary to obtain approval from the attorney general of the State of Wyoming and provide documentation of such approval to Big Horn County, Montana when it is obtained.

IN WITNESS WHEREOF, the parties have signed this Agreement by the respective authorized officers as set forth below, with an effective date on the date executed by Sheridan County, Wyoming.

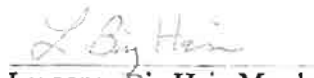
BOARD OF COUNTY COMMISSIONERS
BIG HORN COUNTY, MONTANA

BOARD OF COUNTY COMMISSIONERS
SHERIDAN COUNTY, WYOMING


George Real Bird III, Presiding Officer

Christi Haswell, Chairwoman
Sheridan County, Wyoming
Board of County Commissioners


Larry Vandersloot, Member


Lawrence Big Hair, Member

ATTEST:

ATTEST:

By: 
Peri Schenderline,
Deputy Clerk & Recorder

By: _____
Eda Schunk-Thompson,
Sheridan County, Wyoming
County Clerk & Recorder

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 19-13-205, the Wyoming Attorney General has reviewed the Mutual Aid Agreement between Big Horn County, Montana and Sheridan County, Wyoming for Emergency Services Mutual Aid and determined that the Agreement is compliant with Wyo. Stats. §§ 19-13-201 through 210.