# SAMPLE MUTUAL AID AGREEMENT TEMPLATE

Instructions for Using the Attached Template:

1. Bracketed information should be replaced or eliminated as appropriate to the Agreement. The actual [Brackets], and any *italicized, descriptive language* therein, should be deleted whenever the bracketed terms are replaced or included or, if not applicable, eliminated completely.

NOTE: Bracketed information should not be confused with parenthetical information! Language appearing inside of (parenthesis) has been included in several places to define a legal or technical term through an example of, or limitation to, the term's meaning. It is recommended that parenthetical information be included in mutual aid agreements exactly as it appears in the template.

- 2. Agreements to be entered into with emergency response agencies located in a state bordering Wyoming are governed by the provisions of the Interstate Emergency Services Mutual Aid Act, WYO. STAT. ANN. § 19-13-201 *et seq.* Proposed interstate mutual aid agreements must be approved by the Wyoming Attorney General and an executed original of every interstate mutual aid agreement must be filed with the Wyoming Secretary of State as well as the local (Wyoming) county clerk's office.
- 3. It is advisable to provide a copy of each mutual aid agreement to the Wyoming Office of Homeland Security and any other appropriate state or local agency with an interest in the substance of the agreement such as local law enforcement, the State Fire Marshall, Department of Health, Department of Agriculture, etc.
- 4. This template may not be appropriate for all types of mutual aid arrangements and the parties should always have their own legal counsel review every proposed agreement prior to signing. The parties should advise their legal counsel whenever the language of a proposed agreement differs from the template OR the parties have added to, excluded or substantially revised any of the template's provisions.
- 5. Parties are responsible for complying with the Wyoming Statutes governing mutual aid, including the following: Wyoming Homeland Security Act, WYO. STAT. ANN. §§ 19-13-101 through 19-13-116; Wyoming Emergency Response Act, WYO. STAT. ANN. §§ 35-9-151 through 35-9-159; and Interstate Emergency Services Mutual Aid Act, WYO. STAT. ANN. §§ 19-13-201 through 19-13-210.

Issued: January 2006

# MUTUAL AID AGREEMENT BETWEEN [PARTY #1] AND [PARTY #2]

# [DATE]

PARTIES.

This Mutual Aid Agreement	(hereinafter "Agreemen	nt") is entered in	nto between [PARTY
NAME]	, hereinafter "		[Party #1]," whose
address is		[street/P.O	., city, state, zip], and
[PARTY NAME]	, he	reinafter "	[Party #2],"
whose address is		[street/	P.O., city, state, zip].

#### PURPOSE.

The purpose of this Agreement is to establish the terms and conditions by which either party may request aid and assistance from the other party in responding to an emergency or disaster that exceeds the resources available in the requesting party's territorial jurisdiction [or instead of above language, state the parties' agreed upon purpose by describing the scope and limitations on the services covered by the Agreement]. [Party #1]'s geographical boundaries covered by this agreement are described as follows:

[Party #2]'s geographical boundaries covered by this agreement are described as follows:

#### GENERAL PROVISIONS

#### TERM OF AGREEMENT.

This Agreement is effective upon the day and date of the last signature affixed hereto. This Agreement shall remain in full force and effect until terminated by the parties. The Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered to the other party by hand or by certified mail sent to the address listed herein.

#### EXECUTION OF AGREEMENT.

This Agreement shall be authorized and approved by the governing body of each party to the agreement [*if applicable*, that is not an agency of the United States government]. Each party shall be responsible for the timely submission, filing, or recording of the agreement–and any subsequent amendment or termination thereof–with local governmental or regulatory offices,

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 1 of 14 in the proper form and format as required by law. Therefore, this Agreement document shall be executed \_\_\_\_\_ [number] times such that [Party #1] will have \_\_\_\_\_ [number] executed copies with original seals and signatures and [Party #2] will have \_\_\_\_\_ [number] executed copies with original seals and signatures.

[*Optional:* The parties agree that the number of copies for [Party #1 or #2] includes those required for [Party #1 or #2] to also submit a final, executed copy of the Agreement to the following agencies:

list of agencies such as the Wyoming Secretary of State, Wyoming Attorney General, Wyoming Office of Homeland Security, etc.]

# DEFINITIONS.

"Assistance" includes a party's local emergency response agency personnel, equipment, facilities, services, supplies, aid, and other resources which are requested by Recipient from Provider.

"Authorized Representative" means the parties' employee(s) who are authorized to request, to offer, or to otherwise provide assistance under the terms of this Agreement. A list of authorized representatives identified by name and position or office, shall be attached to the executed copy of this Agreement. Unless otherwise notified, in the event of personnel changes the parties agree that a successor to a position or office is a duly authorized representative.

"Disaster" means any emergency which has been officially declared a 'disaster' by gubernatorial or presidential executive order.

"Emergency" means any incident or situation-that has occurred, is occurring or will occur in the immediate future-that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or manmade emergency situation, and which a local entity has declared as being beyond the capabilities of its local emergency response agencies.

"Employee" means a person providing emergency response services who is under the exclusive direction or control of a party or local emergency response agency, whether the person is compensated for those services (e.g. wages) or is employed in a volunteer capacity.

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 2 of 14 "Incident Command System" (ICS) means a standardized on-scene emergency management chain of command process during an incident which applies to all response personnel from multiple disciplines, response agencies and/or jurisdictions. ICS is used to centralize control of the facilities, equipment, personnel, procedures, and communications resources of multiple jurisdictions and functional agencies, both public and private, under a common organizational structure and mobilize such resources to best respond to the emergency incident.

"Local emergency declaration" means the written document, signed by a local entity's chief executive officer, as approved by the local entity's governing body, which specifies and attests to the occurrence or imminent threat of an emergency that is beyond the capability of all resources available to the local entity within its geographical boundaries.

"Local emergency management agency" means the organizational unit of a municipality, county or fire district with primary jurisdiction, responsibility, and authority for coordinating all homeland security and emergency management activities within the local entity's specified geographical boundaries.

"Local emergency response agency" means a governmental agency or privately organized entity that provides emergency response services, including the following: \_\_\_\_\_

[list may include, but is not limited to, emergency response services such as, Fire, Law Enforcement, Emergency Medical, Transportation, Communications, Incident Command, Public Works and Engineering, Building Inspection, Planning, Staging and Information Assistance, Mass Care, Citizen Corps, Public Health, Medical Service Providers, Search and Rescue, Evacuee Shelters.]

"Local entity" means a municipality, county or fire district.

"Provider" means the party that furnishes, or is requested to furnish, assistance under the terms of this Agreement.

"Recipient" means the party that requests or receives assistance under the terms of this Agreement.

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

PROCEDURES FOR REQUESTING AND PROVIDING MUTUAL AID.

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 3 of 14 a. Requests for Assistance.

When either party becomes affected by, or is under imminent threat of, an emergency or disaster and has officially declared an emergency, it may request emergency-related mutual aid assistance through an authorized representative by submitting a written request, or an oral request followed as soon as practicable by written confirmation, to the other party. Recipient shall not request assistance unless resources available within the stricken area are deemed inadequate. Requests for assistance must be transmitted by an authorized representative of Recipient.

b. Required Information.

Each request for assistance shall provide the following information to the extent known by Recipient:

Local Emergency Declaration(s): Identification of all local entities that have formally declared an emergency.

Stricken Area and Status: A general description summarizing the condition of the community (e.g. whether disaster or emergency is imminent, in progress or has already occurred) and of the damage sustained to date.

Incident Command: Identification of the Incident Commander(s) and the person(s) to which Provider's supervisory personnel will report upon arrival at the designated staging location.

Request for Assistance: Identification of amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed by Recipient, including:

Services and Infrastructure: Identification of available public services and infrastructure systems in Recipient's geographical limits, if any, as well as identification of those public services and infrastructure systems made unavailable by the emergency and which Recipient is requesting assistance re-establishing.

Facilities: Identification of the type(s) of sites, structures or buildings outside of Recipient's geographical limits being requested to serve as relief centers, shelters, or staging areas for incoming emergency personnel, goods and services.

Length of Deployment: Unless a shorter or longer duration is identified in the initial request for assistance, the normal initial duration of Provider's

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 4 of 14 assistance shall be seven days and may be extended, if necessary, in seven day increments.

Food, Housing, Self Sufficiency and Travel: Unless Recipient's request for assistance specifies self-sufficient personnel and resources only, Recipient shall be responsible for providing food and housing for Provider's personnel from the time of their arrival at a designated location to the time of their departure. However, Provider's personnel will be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. Recipient shall be responsible for transportation costs for Provider's personnel traveling to and from the stricken area, subject to the reimbursement provisions of this Agreement.

Communications: Identification of the command structure and contact person(s) therein who will coordinate communications between Provider's personnel and Recipient. Provider shall furnish communications equipment sufficient to maintain internal communications between its own personnel during deployment.

Rights and Privileges: Assurances that Provider's personnel rendering assistance under the terms of this Agreement shall have the same powers, duties, rights, privileges and immunities incidental to their regular employment or position with Provider.

## c. Providing Assistance.

No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so. The parties agree that when an authorized representative of Recipient contacts an authorized representative of Provider, Provider will assess its local emergency response agencies' resources to determine the availability of requested personnel, equipment and other assistance, including the feasibility of deploying the same without advance compensation. Provider agrees to communicate information about the availability of resources to Recipient within approximately <u>[time frame]</u> hours, and not later than twenty-four (24) hours, from the initial contact.

d. State and Federal Assistance.

Unless otherwise agreed to by Provider, Recipient shall be responsible for coordinating all requests for assistance to local, state, or federal authorities.

e. Unified Incident Command System.

The parties agree that Recipient shall coordinate and utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this Agreement.

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 5 of 14 Recipient's ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. The parties agree that Recipient's ICS must allow for Unified Command (UC) to provide the most efficient and effective means for communication between and coordination of personnel and resources 1) deployed by various agencies and jurisdiction at the federal, state, and local levels; 2) deployed to an emergency occurring in two or more jurisdictions; or 3) deployed to an emergency occurring near the geographic boundary between two or more jurisdictions. Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility, and accountability inherent to a local emergency response agency deployed by Provider under the terms of this Agreement.

# f. Supervision and Control.

The parties agree that Provider's personnel, equipment and resources will be under the operational control of Recipient. Direct supervision and control of personnel, equipment and resources shall remain with Provider's designated supervisory personnel and Recipient shall advise Provider's supervisory personnel of the work tasks to be assigned to Provider's personnel. While deployed under the terms of this Agreement, the responsibilities of Provider's supervisory personnel shall include: maintaining daily time records, material records, and logs of equipment hours; overseeing the use, operation and maintenance of Provider's equipment and other resources; and regularly reporting to ICS about progress made and/or set-backs encountered.

## g. Recall of Personnel.

The parties agree that Provider's personnel and other resources shall remain subject to recall at any time. Provider shall give Recipient at least twenty-four hours advance notification of its intent to withdraw personnel or resources. If such notice is not practicable, Provider shall give Recipient the most immediate and earliest possible notice of the recall.

# h. Summary Report.

Within twenty (20) days of the return of all personnel and resources deployed under this Agreement, Recipient will prepare a report summarizing the event and provide a copy to Provider. The report shall include a chronology of events and a description of personnel, equipment, materials and other aid provided to Recipient by Provider. The summary reporting requirement may be satisfied by sending Provider a copy of any after action report required by state or federal authorities which contains the requisite information.

## REIMBURSEMENT

Unless otherwise agreed upon by Recipient and Provider, the terms and conditions governing reimbursement for assistance provided under this Agreement shall be in accordance with the following provisions:

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 6 of 14

# a. Personnel.

During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and actual expenses (including travel expenses, benefits, and workers' compensation premiums, claims and expenses) attributed to, and incurred as a result of, providing assistance to Recipient. Actual expenses includes amounts paid to backfill personnel but only to the extent those expenses exceed the regular, or base, pay of such deployed personnel (e.g. if the wages paid to a backfill employee for 50 hours consist of 40 hours at the employee's regular pay rate of \$10 per hour and 10 hours overtime at a  $1\frac{1}{2}$  times the regular pay rate–or, \$15 per hour–only the additional \$5 per hour for 10 hours overtime may be considered an actual expense of Provider's assistance to Recipient.)

# b. Equipment.

Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to the lesser of, 1) the rates established by the rules of the Wyoming Office of Homeland Security; 2) the rates established by the regulations of the Federal Emergency Management Agency at 44 CFR 206.228; or 3) the actual replacement, operation, and maintenance expenses incurred by Provider. Each party shall maintain its own equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. If the equipment charges are based on the pre-established state or federal hourly rates, then Provider's charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

## c. Materials and Supplies.

Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rates established above. No reimbursement may be sought for materials or supplies damaged by the gross negligence or willful and wanton misconduct of Provider's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other state and federal regulations in effect at the time of the disaster. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, the materials and supplies used or damaged. If such an agreement is reached, it shall be reduced to writing and duly approved by the governing body of each party.

## d. Record Keeping.

Provider shall maintain records and submit invoices for reimbursement to Recipient in accordance with existing policies and practices. Recipient is responsible for making sure that Provider's personnel have the information, directions, and assistance necessary to meet

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 7 of 14 any specific record keeping needs, including such record keeping required to seek state or federal reimbursement assistance.

## e. Payment.

Provider shall bill Recipient for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or state regulations. Recipient shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement.

# f. Federal or State Aid.

Recipient's duty to reimburse Provider for its assistance is in no way contingent upon the availability of federal or state aid nor Recipient's receipt of the same.

# g. Waiver of Reimbursement.

Provider, or any agency or subdivision thereof, reserves the right to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided. Provider shall inform Recipient of the waiver as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance. Provider shall send Recipient written documentation that Provider's governing body ratified and/or expressed approval of the decision not to seek reimbursement.

## INSURANCE

Each party shall be responsible for its own actions or omissions and those of its employees. Unless otherwise agreed upon by Recipient and Provider, it is agreed that each party shall be individually responsible for providing insurance coverage in accordance with the following provisions and subject to the terms of the Reimbursement section herein:

## a. Unemployment and Workers' 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.

b. Automobile Liability Coverage.

During the period of assistance, each party shall be responsible for complying with the state motor vehicle laws including the registration, licensing and liability coverage for its own vehicles. The parties shall provide automobile liability insurance coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned, and

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 8 of 14 hired vehicles, or shall maintain a comparable self-insurance program. If a party's emergency response utilizes services from a local emergency response agency that is a private or volunteer based entity with response vehicles titled in the entity's name, the party utilizing such services shall be responsible for guaranteeing that the entity has the automobile liability coverage as outlined in this section.

# c. General Liability, Public Officials Liability, and Law Enforcement Liability.

To the extent permitted by law and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions or omissions, and those of its employees, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability, public officials liability and law enforcement liability insurance, as applicable, with minimum single limits of no less than Five Hundred Thousand Dollars (\$500,000.00) or be comparably covered by a self-insurance program.

# d. General Insurance Policy Requirements.

All insurance policies required under this Agreement shall be in effect during the period of assistance. All policies shall be primary and not contributory. 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.

## 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 Wyo. Stat. § 1-39-101, *et seq*. [*if applicable*, and BORDERING STATE LAW §99-99]. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity.

## INDEMNIFICATION.

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. 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

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 9 of 14 this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.

#### 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.

#### TITLES NOT CONTROLLING.

Titles of paragraphs are for reference only and shall not be used to construe the language of this Agreement.

#### 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 [*if applicable*, or the laws of the State of [bordering state name], and inasmuch as the location of the Recipient shall be

determinative of which state's laws are applicable to the interpretation and enforcement of this Agreement].

In such event, the Courts of the State of Wyoming shall have jurisdiction over the Agreement and the parties [*if either party is located in a bordering state, also include this:* where Recipient is located within the State of Wyoming]. Venue shall be in the First Judicial District of Laramie County or the judicial district of the Wyoming county in which either the Recipient or the enforcing party is primarily located. [*Include the following ONLY if one party is located in a bordering state:* The courts of the State of \_\_\_\_\_\_ [bordering state name] shall have jurisdiction over the Agreement and the parties where the Recipient is located within the State of \_\_\_\_\_\_ [bordering state name].]

#### ENTIRETY OF AGREEMENT.

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 10 of 14 This Agreement consists of a total of \_\_\_\_\_ (\_\_\_) pages, plus Attachment A, [Party #1]'s Designation of Authorized Representatives, consisting of \_\_\_\_\_ (\_\_\_) pages, and Attachment B, [Party #2]'s Designation of Authorized Representatives, consisting of \_\_\_\_\_ (\_\_\_) pages, together representing the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

#### 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.

#### 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.

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 11 of 14 [SPECIAL PROVISIONS The provisions in this section are used in *interstate* Agreements and are NOT required in intrastate Agreements where all parties are located within the State of Wyoming.]

[The following provisions–AUTHORITY and REAL OR PERSONAL PROPERTY–must be included in the Agreement ONLY if one party (Party #1 or Party #2; Recipient or Provider) is located outside the State of Wyoming.]

# AUTHORITY. [Required pursuant to WYO. STAT. ANN. §19-13-203(c)]

Any fire protection service, homeland security program, emergency response agency or emergency medical care provider deployed by Provider under the terms of this Agreement shall have authority to operate in Recipient's jurisdiction as if the fire protection service, homeland security program, emergency response agency or emergency medical care provider were organized and operated under the laws of the Recipient's state.

REAL OR PERSONAL PROPERTY. [*Required pursuant to WYO. STAT. ANN. §19-13-204(a)(vii)–(viii).*] Real or personal property shall be handled as follows:

[If the parties contemplate that real or personal property will be acquired as part of the assistance Recipient receives from Provider under the terms of the Agreement, or if the purpose of this Agreement is to form an ongoing, working mutual aid partnership, describe the "manner of acquiring, holding and disposing of real and personal property" and the method "for disposing of property upon partial or complete termination" of the Agreement.]

[The following provisions–**FINANCING** and **CHAIN OF COMMAND**–must included in the Agreement ONLY if the following conditions are met: the mutual aid arrangement is such that the Recipient will always be, or will primarily be, the same party AND one party (Party #1 or Party #2; Recipient or Provider) is located outside of Wyoming.]

FINANCING. [Required pursuant to WYO. STAT. ANN. §19-13-204(a)(iv).]

[Recipient Party Name], as the primary Recipient under this Agreement, certifies it has budgeted funds sufficient to finance the reimbursement of [Provider Party Name] for reimbursable costs it incurs under the terms of this Agreement and as the primary Provider under this Agreement. Funds in the amount of \_\_\_\_\_\_ [amount of money, written out as "zero thousand zero hundred zero dollars and zero cents (\$0,000.00)" where the word "and" indicates a decimal point] have been set aside for costs incurred under the terms of this

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 12 of 14 agreement from \_\_\_\_\_\_ to \_\_\_\_\_ [designation of Recipient's normal fiscal or budget year, such as, July 1, 2012, to June 30, 2014] and such funds are budgeted and designated specifically for costs under this Agreement and not for any other purpose, agreement, or activity.

[Optional, can be used in any agreement or in conjunction with the Financing language above: Recipient agrees that it will clearly inform Provider when requesting assistance if funding is or may not be available to sufficiently reimburse costs within the requisite time frames set forth in this Agreement. If Provider is notified of Recipient's current shortage of funds and agrees to provide assistance, Provider agrees this waives the time period required under the Reimbursement section of this Agreement. However, all other terms of the Agreement shall continue to govern assistance received by Recipient and Recipient shall remain responsible for reimbursing the cost of Provider's assistance unless otherwise waived by Provider pursuant to the terms herein.]

CHAIN OF COMMAND. [*Required pursuant to WYO. STAT. ANN. §19-13-204(a)(vi).*] The chain of command under this Agreement shall specifically be as follows: \_\_\_\_\_\_

[Describe the exact chain of command or delegation of authority to be followed by the personnel deployed to provide services or assistance in Recipient's territorial jurisdiction but who are regularly employed by Provider or its local emergency response agencies. Information about the laws, policies and procedures to be followed should be included if these will differ from those Provider's personnel normally operate under. For example, law enforcement policies often vary from one jurisdiction to the next as to the proper use offorce, pursuit of a suspect, detainment or arrest of a suspect, transportation of a citizen victim, etc.]

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Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 13 of 14 SIGNATURES. [*This section should allow for all signatures to appear on a single 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.

[Party #1]	
Signature	Date
Printed Name and Title	
Attested by:	
Clerk/Notary	Date
Affix Official Seal:	
[Party #2]	
<u>Cianatura</u>	Date
Signature	Date
Printed Name and Title	
Attested by:	
Clerk/Notary	Date
Affix Official Seal:	
[ATTORNEY GENERAL APPROVAL. <u>NOT</u>	E: For interstate Agreements ONLY !
Signature	Date

Printed Name and Title of AG Representative ]

Mutual Aid Agreement between [Party #1] and [Party #2] [DATE] Page 14 of 14

# ATTACHMENT A to Mutual Aid Agreement between [Party #1] and [Party #2]

# DESIGNATION OF AUTHORIZED REPRESENTATIVES FOR [Party #1]

Issued: [date]	Number of Pages: [number]	
Name		
Address:		
Phone number	Cell number:	
	Fax number:	
	i ux number:	
Name:		
Position/Office/Title:		
Address:		
Phone number:	Cell number:	
Alternate number(s):	Fax number:	
Email or Other:		
Name:		
Position/Office/Title:		
Address:		
Phone number:	Cell number:	
Alternate number(s):	Fax number:	
Name:		
Address:		
Phone number:	Cell number:	
	Fax number:	
N		
Position/Office/Title:		
Address:	Call number	
	Cell number:	
	Fax number:	
Email or Other:		

# ATTACHMENT B to Mutual Aid Agreement between [Party #1] and [Party #2]

# DESIGNATION OF AUTHORIZED REPRESENTATIVES FOR [Party #2]

Issued: [date]	Number of Pages: [number]	
Nama		
Position/Office/Title:		
Address		
Phone number:	Cell number:	
	Fax number:	
Position/Office/Title:		
Address:		
Phone number:	Cell number:	
	Fax number:	
Email or Other:		
Name:		
Position/Office/Title:		
Address:		
Phone number:	Cell number:	
	Fax number:	
N		
Name:		
Address:		
Phone number:	Cell number:	
Alternate number(s):	Fax number:	
Position/Office/Title:		
Address:		
Phone number:	Cell number:	
	Fax number:	
Email or Other:		