

**MEMORANDUM OF UNDERSTANDING REGARDING ASSISTANCE AND
COOPERATION BETWEEN THE CITY OF MILLS, TOWN OF EVANSVILLE AND
THE TOWN OF BAR NUNN, WYOMING**

This Memorandum of Understanding (MOU) is made and entered this ___ day of _____, 2021 with an effective date of _____, 2021, by and between the City of Mills, Town of Bar Nunn and the Town of Evansville, Wyoming.

RECITALS

WHEREAS, The City of Mills, the Town of Bar Nunn and the Town of Evansville are all municipalities organized under the laws of the State of Wyoming and are all located within the boundaries of Natrona County, Wyoming; and

WHEREAS, said municipalities are all located in near proximity to each other, are of generally similar size, and have similar municipal responsibilities, requirements and capacities; and

WHEREAS, from time to time these municipalities have the need to provide municipal services that exceed their normal daily capacities; and

WHEREAS, the municipalities have deemed it in their best interest and in the best interests of their residents and communities to cooperate with each other and to provide each other with assistance where practical; and

WHEREAS, the municipalities have consulted with each other and desire to render such assistance and cooperation to the others, when the need arises, within their capacity to do so.

NOW THEREFORE, in consideration of the covenants contained herein, the parties to this agreement provide as follows.

AGREEMENT

1. Services to be Provided.

To the extent feasible and practical, when called upon to do so, the municipalities agree to render assistance to each other on a temporary basis under the terms of this agreement. Such assistance may be of any kind or nature within the capacity of the municipalities entering into the agreement, including but not limited to, policing assistance, firefighting assistance, and municipal infrastructure assistance.

2. Assistance Temporary In Nature

It is understood that the assistance and services referenced herein shall be of a temporary nature, when provided. For purpose of this agreement, anything over one week (seven days) shall require authorization by the governing body of the municipalities engaging in the same. Periods

of one week or less, except where otherwise noted, may be agreed to by the Mayors of municipalities without additional council authorization.

3. Invocation of request for assistance.

The assistance referenced in paragraph 2 above shall be invoked by the mayor of the requesting municipality by making a request upon the mayor of the municipality upon which the request is being made. The request shall be memorialized in writing. For purposes of this agreement, an email shall be regarded as a writing.

The municipality upon which the request is being made shall respond within twenty-four hours of the request being made, unless the request is made for an emergency requiring a shorter period of response. The municipality upon which the request is being made may decline the request if its own needs or public policy are deemed to conflict with the request. Every effort shall be made to accommodate all requests. All denials to provide assistance shall be regarded as final and proper.

4. Consideration.

The covenants, representations and promises contained herein shall be deemed sufficient consideration for entering into this agreement provided, however, that the party providing assistance may require reimbursement for any assistance provided under this agreement. In such instances, the party providing assistance shall first inform the party requesting assistance that it intends to require such reimbursement before the assistance is provided.

5. Term.

The term of this agreement shall commence on _____ and run from year to year. Any party entering into this agreement may withdraw from it by providing ninety days notice of its intent to do so.

6. Nature of Employees provided

Any employee provided to a municipality under this agreement by another municipality shall be regarded as a borrowed servant under the law, except where it would be contrary to public policy or operation of law to do so, provided however that when multiple personnel from a single agency are provided, they shall retain their internal chain of command and structure to the extent practicable.

7. No waiver of Immunity.

Nothing in this agreement shall be deemed to cause any party to waive any defenses or immunities that would apply to them, including sovereign immunity. Additionally, nothing in this agreement shall be regarded as a surrendering or waiver of municipal authority by any of the parties entering into this agreement.

Entered into this ____ day of _____, 2021

ATTEST:

City of Mills:

Christine Trumbull
City Clerk

Seth Coleman
Mayor City of Mills