

MUTUAL ASSISTANCE AGREEMENT BETWEEN CITY/TOWN

"SAMPLE #1"

This Mutual Assistance Agreement is entered into as hereinafter set forth by and between the City/Town of _____, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "Party of the First Part") and the City/Town of _____, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "Party of the Second Part").

WHEREAS, 74 Okla Stat. ' 1008 and 11 Okla. Stat. ' 29-105 authorizes this Agreement and each entity is securing the benefits of mutual aid in the protection of life and property from fire, and in fire fighting.

NOW, THEREFORE, the parties agree to the following provisions:

TERM

1. This Mutual Assistance Agreement entered into by and between the Party of the First Part and the Party of the Second Part shall be effective on the 1st day of _____, 20__, and continue until _____, 20__.
2. On request to an authorized representative of the Party of the Second Part Fire Department (FD) by an authorized representative of the Party of the First FD, fire fighting equipment and personnel of the Party of the Second Part FD will, if available, be dispatched to any location, as designated by the representatives of the Party of the First Part FD, within the area for which the Party of the First Part normally provides fire protection.
3. On request to an authorized representative of the Party of the First Part FD by an authorized representative of the Party of the Second FD, fire fighting equipment and personnel of the Party of the First Part FD will, if available, be dispatched to any location, as designated by the representatives of the Party of the Second Part FD, within the area for which the Party of the Second Part normally provides fire protection.
4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - A. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.
 - B. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment was dispatched, and shall be subject to the orders of that official. In the event a request is made to respond to a location where the requesting FD is not present when the responding organization arrives at the scene, then the responding organization shall be in charge and shall take any necessary steps to handle the fire.
 - C. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer needed within the area for which the requesting organization normally provides fire protection, as determined

MUTUAL ASSISTANCE AGREEMENT BETWEEN CITY/TOWN

by the authorized representative of the requesting organization.

- D. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of The performance of the Agreement.
- E. All equipment used by the Party of the First Part FD and Party of the Second Part FD in carrying out this Agreement will, at the time of action hereunder, be owned by or under the jurisdiction of the Party of the First Part FD and the Party of the Second Part FD, respectively; and all personnel acting for the Party of the First Part and the Party of the Second Part under this Agreement will, at the time of such action, be an employee or volunteer member of their respective FD.

BILLING PROCEDURES

- 5. The Parties will not bill any fires/emergencies/disasters within the fire response area unless the fire, emergency or disaster exceeds the capabilities of the effected jurisdiction and state and/or federal aid or resources are received. If state and/or federal aid or resources are received by the effected jurisdiction, the responding FD may receive comparable reimbursement as if it were a component of the effected jurisdiction's FD.

TERMINATION

- 6. This Agreement may be terminated at any time by either party with or without cause upon tendering in writing, notice of such termination thirty (30) days prior to the effective date of such termination.

NO THIRD PARTY BENEFICIARIES

- 7. It is not the intent of the Mutual Assistance Agreement to create any rights in any third parties.

AUTHORIZED REPRESENTATIVES

- 8. The Chief of the Fire Department of each entity shall be an authorized representative of said Department and may designate such subordinates in his Department as he determines necessary to act as authorized representative in his absence. Each Chief shall provide his counterpart with a list of authorized representatives and phone numbers for contact purposes.

NOT ASSIGNABLE

- 9. This Agreement is not Assignable except upon the prior written consent of all parties hereto.

EXECUTE

- 10. This Agreement shall be executed in quadruplicate, each copy of which shall be as an original.

EFFECTIVE

- 11. The effective date of this Agreement shall be upon execution hereof by the last party thereto.

AMENDMENT

- 12. This Agreement may not be amended except by express written agreement of all parties hereto.

MUTUAL ASSISTANCE AGREEMENT BETWEEN CITY/TOWN

CAPTIONS

- 13. The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.

INTERPRETATION

- 14. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in the Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

PRESERVATION OF DEFENSES AND RIGHTS

- 15. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. ' 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

WHOLE AGREEMENT

- 16. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

RENEWAL

- 17. This agreement may be renewed under the same terms and conditions from year to year.

APPROVED this __ day of _____, 20__, by the City/Town of_____.

THE CITY/TOWN OF
MAYOR

ATTEST: (seal)
_____CITY CLERK

APPROVED this __ day of _____, 20__, by the City/Town of_____.

THE CITY/TOWN OF
MAYOR

ATTEST: (seal)
_____ CITY CLERK

APPROVED as to form and legality this _____ day of _____, 19__.

CITY/TOWN ATTORNEY FOR THE CITY/TOWN OF
CITY/TOWN ATTORNEY FOR THE CITY/TOWN OF

MUTUAL ASSISTANCE AGREEMENT BETWEEN CITY/TOWN

"SAMPLE #2"

THIS AGREEMENT, entered into this _____ day of _____, 20___, by and between the cities, towns, counties, other government entity of the State of Oklahoma, as set forth in EXHIBIT A.

WITNESSETH:

I. DURATION

This agreement shall be in full force and effect and binding upon the parties hereto upon the execution of this agreement and shall continue in full force and effect for a period of two (2) years. At the end of the two (2) year period this agreement shall continue in force on a year to year basis, for an indefinite term, until terminated by the parties. Any party desiring to terminate or modify this agreement shall notify each party of this intent in writing ninety (90) days before the date upon which the party intends to withdraw or request changes in this agreement.

II. PURPOSE

The parties hereto, by their respective governing bodies, hereby find and declare;

(1) WHEREAS, the cities/counties/town/other government agency, parties, to this agreement, desire to provide aid and assistance to same cities/counties/towns/other government agencies in times of disaster or casualty to their governmental systems; and

(2) WHEREAS, the parties, hereto, individually and collectively are in danger of and susceptible to disasters, including but not limited to fire, flood, tornadoes, and other acts of God; and

(3) WHEREAS, it would be for the mutual benefit and advantage of all concerned to counter disaster, casualty or other calamities through greater cooperation, pooling of resources, and the exchange of expertise and manpower.

(4) WHEREAS, each Fire Department, government entity/agency shall provide mutual aid assistance to the requesting agency except when;

in the opinion of the Fire Chief or Ranking Officer, it is impossible to do so on account of other possible fires or situations with in its own City or area, broken apparatus, manpower conditions, dangerous highways or other limiting conditions.

(5) WHEREAS, it is understood and agreed by all parties of this agreement that the agency requesting assistance will be the agency in command of the situation and that the ranking officer from the agency providing mutual aid assistance will remain in charge over that agency's manpower and equipment.

III. LIABILITY

It is agreed that each party of this agreement will provide and/or continue in full force its own workmen's compensation coverage and retirement benefits of that agency (if provided by the agency) while their employees are providing mutual aid assistance.

It is further agreed that nothing in this agreement shall be construed to impose civil liability on the requesting agency, who acts in good faith and without malice, for or on account of injury and/or damages resulting to men or equipment of the assisting agency.

It is understood and agreed that the assisting agency or any of that agency's employees providing

MUTUAL ASSISTANCE AGREEMENT BETWEEN CITY/TOWN

mutual aid assistance while acting in good faith and without malice, shall not render themselves liable and are hereby relieved of all liability for or on account of injury and or damages resulting to men or equipment of the requesting agency.

EXHIBIT A

1. CITY OR TOWN OF: _____

MAYOR: _____

FIRE CHIEF: _____

ATTEST: _____

CITY CLERK

DATE

2. CITY OR TOWN OF:

MAYOR:

FIRE CHIEF:

ATTEST:

CITY CLERK

DATE

3. CITY OR TOWN OF: _____

MAYOR: _____

FIRE CHIEF: _____

ATTEST: _____

CITY CLERK

DATE

4. CITY OR TOWN OF:

MAYOR:

FIRE CHIEF:

ATTEST:

CITY CLERK

DATE

5. CITY OR TOWN OF: _____

MAYOR: _____

FIRE CHIEF: _____

ATTEST: _____

CITY CLERK

DATE

6. CITY OR TOWN OF:

MAYOR:

FIRE CHIEF:

ATTEST:

CITY CLERK

DATE