

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION

This agreement entered into this 1st day of May, 1998 between the Grady County Fire Service and Alex Fire Dept. and is for the purpose securing to each the benefits of mutual aid in Fire Prevention, in the protection of life and property from fire, and in fire fighting.

IT IS AGREED THAT:

- (1.) On request to a representative of either department by a representative of either department, Fire fighting equipment and/or personnel of either department will be dispatched to a point within the fire fighting jurisdiction of either department as designated by the requesting department.
- (2.) Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (A.) Any request for mutual aid thereunder 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 the 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 is dispatched and shall be subject to the orders of that official.
 - (C.) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides protection.
- (3.) Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.
- (4.) All equipment used by either department in carrying out this agreement will, at time of action thereunder, be owned by it; and all personnel acting for either department under this agreement will, at the time of such action be an employee or volunteer member of their own department.
- (5.) This agreement shall be in full force and effect and binding upon the parties hereto upon the execution of this agreement for a period of two (2) years. At the end of this two (2) year period this agreement shall be renewed automatically. Once renewed, as provided, this agreement shall continue in full force on a year to year basis, for an indefinite term, until terminated by the parties involved. Any party desiring to terminate or modify this agreement shall notify the other party of this intent in writing ninety (90) days prior to the date upon which the party intends to withdraw or request changes in this agreement.

FOR THE GRADY COUNTY FIRE SERVICE

FOR Alex Fire Dept.

CHIEFS SIGNATURE

[Signature]

CHIEFS SIGNATURE

[Signature]

WITNESS

[Signature]

WITNESS

[Signature]

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into on the date last set forth hereinafter by and between the CITY OF LINDSAY a legal entity created pursuant to the provisions of the Appropriate State Statutes, Party of the First Part, and the GRADY COUNTY EMERGENCY MGMT. AGENCY legal entity created pursuant to the appropriate state statutes, Party of the Second Part.

WHEREAS, both the Party of the First Part and the Party of the Second Part are in the business of providing protection to public property and citizens within their respective districts from fire, flood, tornado and other disasters;

WHEREAS, it is to the mutual advantage of both the parties to assist the other in those times of peril where the facilities of one party are unable to cope with the situation and adequately protect the public; and

WHEREAS, it is mutually beneficial and advantageous to both parties to pool their resources, personnel and expertise in those times of peril and danger.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements, the parties hereto agree as follows:

1. Definitions

a. "Requesting District"--As used hereinafter, the term "Requesting District" will imply that District, either Party of the First Part or Party of the Second Part, which initiates a request for assistance contemplated for herein from the other party.

b. "Assisting District"--As used hereinafter, the term "Assisting District" will imply that District, either Party of the First Part or Party of the Second Part, which provides aid upon request for assistance contemplated for herein from the other party.

2. DURATION OF AGREEMENT

This agreement shall remain in full force and effect on a year-to-year basis for an indefinite term until terminated by either party. It is understood and agreed that either may terminate this agreement by written notification to the other of said party's intent to terminate this agreement, said written notification being provided thirty (30) days before the date upon which the party declares this agreement to end. Said notice, given in writing, shall be addressed to the last known address of the other party and upon expiration of the termination date, this agreement shall expire and become null and void.

3. MODE OF PROCEDURE

It is understood and agreed that Requesting District shall be entitled to request assistance from Assisting District and Assisting District shall be obligated to respond thereto, provided, however, that if in the opinion of the Assisting District Fire Chief or ranking officer, it is impossible to respond to the request of Requesting District on the basis of the other possible fires or conditions of peril within Assisting District's own limits, improper working equipment, lack of personnel, or any other condition, determined to be so in the sole judgement and discretion of the Fire Chief or ranking office of the Assisting District, which might be dangerous or hazardous to the inhabitants of its District.

4. PROCEDURE

It is further understood and agreed by all parties that upon response to such request, the Requesting District shall remain in full command of the management of the peril with the exception that the ranking officer from the Assisting District shall remain in charge over said district's personnel and equipment. Otherwise, said ranking officer of Assisting District shall follow the order of Requesting District.

5. CONDITIONS AND COMPENSATIONS

It is further understood and agreed that each party hereto shall pay their own expenses and assume the risk of damage to their own equipment, including injury to their own men and including damages or injury to the third party persons and/or property. Neither party hereto shall demand or receive compensation from the other for assistance provided hereunder. Further, each district agrees to hold the other free and harmless from liability that may occur by reason of the conduct of each respective district's equipment and personnel. Further, it is understood and agreed that each of the parties hereto shall provide their own liability insurance and worker's compensation insurance and coverage and retirement benefits and any other accidental insurance coverage deemed appropriate to protect their respective personnel, equipment and members of the public.

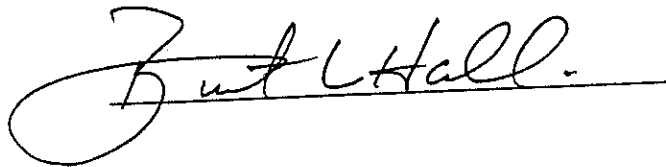
It is expressly understood and agreed between the parties hereto that each district shall be and remain independent and that no agency relationship exists between the parties and that each party shall be solely responsible for the conduct of its own personnel and equipment with respect to injuries and damages to third parties and, further, neither party shall be liable to the other for claims of injury or damage resulting to their respective personnel or equipment.

Further, both parties agree that the provisions hereof are entered into pursuant to the provisions set forth in 11 O.S. 29-105 through 29-108, and that the conditions and protections afforded thereby shall be deemed a part thereof.

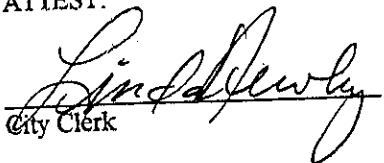
IN WITNESS WHEREOF, the parties have affixed their signatures hereto on their respective dates.

Dated this 8th day of JANUARY, 20 01 at 6:00 p.m.
Oklahoma.

CITY OF LINDSAY, OKLAHOMA
Party of the First Part



ATTEST:


City Clerk

CITY/TOWN OF _____, OKLAHOMA
GRADY COUNTY EMERGENCY MANAGEMENT AGENCY

