

Resolution 2017-82



## Woods County Emergency Management

P.O. Box 386 · 407 Government St.  
Alva, Oklahoma 73717

Cell: 580.829.3085  
Fax: 580.327.6222

July 5, 2017

Enclosed in this envelope is a Mutual Aid Agreement between Woods County and your jurisdiction. The main purpose of mutual aid agreements to provide assistance before, during, and after an emergency event facilitate the rapid mobilization of personnel, equipment, and supplies. Through the use of these mutual aid agreements, jurisdictions are able to provide much needed response to the citizens of their jurisdictions when events may arise. Please review the enclosed signed agreement by Woods County Board of County Commissioners, sign both original copies, keep one original for records and return one original copy to Woods County Emergency Management P.O. Box 386 Alva, OK 73717. If there are any questions please feel free to contact me at 580-829-3085 or by email at [ethanf@woodscounty.net](mailto:ethanf@woodscounty.net).

Thank you,

Ethan Feidler  
Woods County Emergency Management  
Director

JUL 10 2017

**MUTUAL AID AGREEMENT BETWEEN  
WOODS COUNTY, OKLAHOMA AND GRANT COUNTY, OKLAHOMA**

THIS AGREEMENT, entered into this 1<sup>st</sup> day of July, 2017, by and between Woods County, Oklahoma, Board of County Commissioner, party of the first part and Grant County, Oklahoma, Board of Commissioners, party of the second part.

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 one (1) year. At the end of the one (1) year period this agreement shall be subject to renewal on a year to year basis, or until terminated by either parties. Any party desiring to terminate or modify this agreement shall notify each party of this intent in writing not less than thirty (30) 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/or 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 agreed that each party of this agreement will provide and/or continue in full force its own insurance coverage on all equipment while providing mutual aid assistance to the requesting party.

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 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.

Dated this 3<sup>rd</sup> day of July, 2017

WOODS COUNTY, OKLAHOMA  
BOARD OF COUNTY COMMISSIONERS OF  
WOODS COUNTY  
Party of the First Part

[Signature]  
District #1

[Signature]  
District #2

[Signature]  
District #3

Attest [Signature]  
Woods County Clerk



Dated this 14<sup>th</sup> day of July, 2017

GRANT COUNTY, OKLAHOMA  
BOARD OF COUNTY COMMISSIONERS OF  
GRANT COUNTY  
Party of the Second Part

[Signature]  
District #1

[Signature]  
District #2

[Signature]  
District #3

Attest [Signature]  
Grant County Clerk



Approved as to form: 7-11-17  
[Signature]  
Assistant District Attorney

*[Faint, illegible text]*

*[Faint, illegible text]*

*[Faint, illegible text]*

*[Faint, illegible text]*

*[Faint, illegible text]*

Approved as to form: \_\_\_\_\_  
Assistant District Attorney

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WOODS COUNTY, OKLAHOMA AND GRANT COUNTY, OKLAHOMA**

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

Dated this 3<sup>rd</sup> day of July, 2017

WOODS COUNTY, OKLAHOMA  
BOARD OF COUNTY COMMISSIONERS OF  
WOODS COUNTY  
Party of the First Part

  
District #1

  
District #2

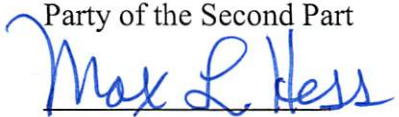
  
District #3

Attest   
Woods County Clerk



Dated this 14<sup>th</sup> day of July, 2017

GRANT COUNTY, OKLAHOMA  
BOARD OF COUNTY COMMISSIONERS OF  
GRANT COUNTY  
Party of the Second Part

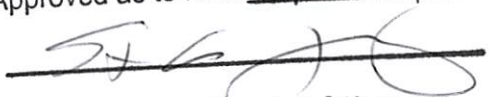
  
District #1

  
District #2

  
District #3

Attest   
Grant County Clerk



Approved as to form: 7-11-17  
  
Assistant District Attorney

Approved as to form:  
Assistant District Attorney