

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WOODS COUNTY EMERGENCY MANAGEMENT  
AND GRANT COUNTY EMERGENCY MANAGEMENT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Woods County Emergency Management and Grant County Emergency Management.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the use of SwiftReach's Swift911 system will function. This mass notification and public alerting system will be utilized for the citizens of both Woods and Grant Counties.

3. **Term of MOU.** This MOU is for the fiscal year 2019 from July 1, 2018 to June 30, 2019 and shall become effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for said term unless modified by the parties in writing. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail. The parties may renew this agreement on an annual basis upon execution of a similar agreement in writing.

4. **Responsibilities of Woods County Emergency Management.** Woods County Emergency Management shall have the responsibility to maintain subscription to above said service for the duration of the agreement. The cost of the above service will be determined by the population of the participating counties. Based upon current population census it has been agreed upon for Woods County Emergency Management to pay 2/3 of the yearly subscription cost for both counties and for Grant County Emergency Management to pay 1/3 of yearly subscription costs. At the time of entering into the subscription for above said service Woods County Emergency Management will pay the entire yearly subscription for both counties and in turn invoice Grant County Emergency Management for 1/3 of the cost. Due to fluctuating populations both parties have the option to renegotiate cost sharing amounts at the renewal of the yearly agreement. The costs of the service for FY19 is anticipated to be \$6,495.00, which shall be shared with Woods County being responsible for \$4,330.00 of the service and Grant County being responsible for \$2,165.00 of the service.

6. **Responsibilities of Grant County Emergency Management.** Grant County Emergency Management shall have the responsibility to maintain all owned equipment to utilize service and to promptly pay the 1/3 cost of yearly subscription of above said service upon receipt of invoice. Said payment to be due to within 30 days of receipt of the invoice for Grant County's portion of the service.

7. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Oklahoma. The courts of the State of Oklahoma shall have jurisdiction over any action arising out of this MOU and over the parties.

D. **Entirety of Agreement.** This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.


E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Sovereign Immunity.** The Woods County Emergency Management and the Grant County Emergency Management and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

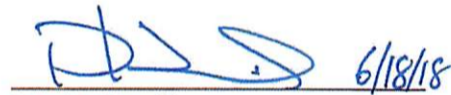
**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

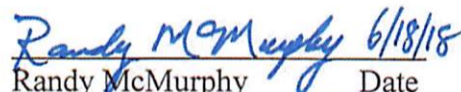
**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.


**Woods County Emergency Management**

  
Ethan Feidler Date  
Director


**Approved by Woods County Board of County Commissioners**

  
David Hamil Date  
District 1

  
Randy McMurphy Date  
District 2

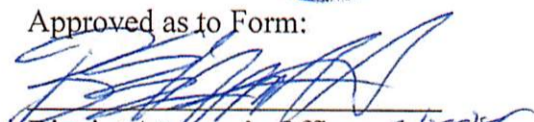
  
John Smiley Date  
District 3

**Attest:**


  
Shelley Reed Date  
County Clerk



Approved as to Form:

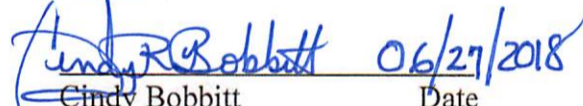
  
District Attorney's Office 6/18/18


**Grant County Emergency Management**

  
Brandon Fetters Date  
Director

**Approved by Grant County Board of County Commissioners**

  
Max Hess Date  
District 1

  
Cindy Bobbitt Date  
District 2

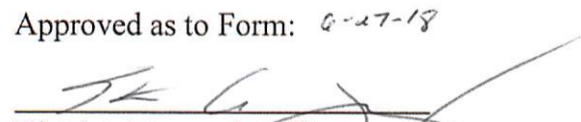
  
Pat Ronck Date  
District 3

**Attest:**

  
Cindy Pratt Date  
County Clerk



Approved as to Form: 6-27-18

  
District Attorney's Office