

PENDING APPROVAL

REQUISITION SHEET MUST BE ATTACHED
(Applies when agenda item requires a specific payment)

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

For the Wednesday, August 11, 2010 Agenda
(Day of Meeting) *(Date and Year of Meeting)*

DEPT.: Emergency Management BY: David Barnes EXT. 1369
(Department Requesting this item) *(Contact person for this Item)* *(Contact's extension)*

NAME OF FUND: _____

AGENDA ITEM DESCRIPTION:

Discussion and possible action regarding renewal of the annual Mutual Assistance Agreement for fiscal year 2010-2011 between Midwest City and the Oklahoma County Board of County Commissioners.

(ALL NECESSARY DOCUMENTATION MUST BE ATTACHED FOR APPROVAL)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY D.A.
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

County Engineer

Assistant District Attorney

Purchasing Agent

NOTE: A COMMISSIONER MUST APPROVE ALL EMERGENCY REQUESTS
FOR ANY ITEM SUBMITTED AFTER THE DEADLINE
(THE DEADLINE IS 9:00AM ONE WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DATE OF REQUEST:

BY: [Signature]
(Person Submitting or Requesting Emergency Request)

DATE OF APPROVAL:

APPROVED BY:

COUNTY COMMISSIONER

RC-Checked for privacy issues

Number of ORIGINAL DOCUMENTS you have attached: 3 NOTE: The County Clerk will keep one original and will return the remaining originals to you. If you provide only one original, the Board Secretaries will return one photocopy to you. However, if you have special circumstances that require the County Clerk to *(check one)*: _____ keep more than one original; or _____ return all originals to you, please describe them for the County Clerk's consideration: _____ Please retain one (1) of the originals for your use and return the remaining originals to Oklahoma County Emergency Management.

Special Instructions: _____

MUTUAL ASSISTANCE AGREEMENT BETWEEN
THE CITY OF MIDWEST CITY AND THE OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS

This Mutual Assistance Agreement is entered into as hereinafter set forth by and between the City of Midwest City, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "Midwest City") and Oklahoma County, BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, a political subdivision organized and existing under the laws of the State of Oklahoma, 19 O.S. § 1, et seq. (hereinafter also referred to as "the Board").

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/or hazardous materials release, and in fire fighting or related duties, and in support activities related to the performance of these duties.

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

Term

1. This Mutual Assistance Agreement entered into by and between the City of Midwest City and the Board of County Commissioners shall be effective on the date of approval by both entities and continue until June 30, 2011.
2. On request to an authorized representative of the City of Midwest City by an authorized representative of Oklahoma County, upon approval by the authorized representative of the City of Midwest City, appropriate equipment and personnel of the Midwest City Fire Department will be dispatched to provide fire, rescue, and/or hazardous materials assistance at any location, as designated by the representatives of Oklahoma County, within Oklahoma County, to include the unincorporated areas for

PENDING APPROVAL

which no specific fire department or similar response agency has been organized.

3. On request to an authorized representative of Oklahoma County, by an authorized representative of the Midwest City Fire Department, upon approval by the authorized representative of Oklahoma County, equipment and personnel of Oklahoma County will be dispatched to any location within Oklahoma County, as designated by the representative of the Midwest City Fire Department to provide assistance in support of their on-scene emergency operations.
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 actual amount and type of equipment and number of personnel to be furnished shall be determined by an authorized 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.*
 - 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 services, as determined by the authorized representative of the responding 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 this Agreement.
 - E. All equipment used by the Midwest City Fire Department or Oklahoma County in carrying out this Agreement will, at the time of action hereunder, continue to be owned by and under the jurisdiction of the Midwest City Fire Department or Oklahoma County, respectively; and all personnel acting for the Midwest City Fire Department and Oklahoma County under this Agreement, will, *at the time of such action, continue to be an employee or volunteer member of their respective agency/department and shall not be deemed an employee or volunteer member of the other entity.*

PENDING APPROVAL

Termination

5. 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

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

Authorized Representative

7. The Board of County Commissioners of Oklahoma County and Chief of the Midwest City Fire Department shall be the authorized representatives of said organizations and may designate such subordinates in their organizations as determined necessary to act as the authorized representative in their absence. Each Agency Head/Chief shall provide their counterpart with a list of authorized representatives and phone numbers for contact purposes.

Not Assign

8. This Agreement is not assignable except upon the prior written consent of all parties hereto.

Execute

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

Effective

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

Amendment

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

PENDING APPROVAL

Captions

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

Interpretation

13. 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 this 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 Right

14. 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

15. 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

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

APPROVED this _____ day of _____, 2010 by the Oklahoma County Board of County Commissioners.

THE OKLAHOMA COUNTY BOARD OF
COUNTY COMMISSIONERS

CHAIRMAN, BOARD OF COUNTY
COMMISSIONERS

PENDING APPROVAL

ATTEST: (seal)

COUNTY CLERK

APPROVED by the Council and signed by the Mayor for the City of Midwest City this 13th day of July, 2010.

THE CITY OF MIDWEST CITY

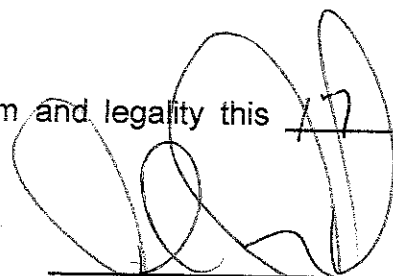

MAYOR

ATTEST: (seal)


CITY CLERK

Acting

APPROVED as to form and legality this 17 day of June, 2010.


ASSISTANT OKLAHOMA COUNTY DISTRICT ATTORNEY


MUNICIPAL COUNSELOR FOR THE CITY OF MIDWEST CITY