

TOWN OF BURNS FLAT

TRUSTEES
Tom Ryan, Mayor
Duane Manuel
Rod McKone
Betty Hudgins
Terry Field

P.O. BOX 410
Burns Flat, Oklahoma 73624

580-562-3144
fax 580-562-3146
email burnsflatok@yahoo.com

BILLY YARBROUGH
Administrator
DEBRA BLOOMER, CMC
Clerk/Treasurer

July 9, 2013

City of Clinton
Attn: Mayor
PO Box 1177
Clinton, OK 73601

Dear Mayor,

During our annual EMS inspection in April, it was noted that our most recent mutual aid agreements were signed in 2005 or 2006. As a result, we were written up by the State Department of Health for not having current mutual aid agreements, although they automatically renew each year.

So, we are sending out new mutual aid agreements and would ask you to please sign and return the enclosed agreement, and make a copy for your files.

Thank you.

Sincerely,


Debbie Bloomer
Clerk/Treasurer

received
7/10/13

 **E-MAILED**
Steve Hewitt

MUTUAL ASSISTANCE AGREEMENT

THIS AGREEMENT, entered into this 8th day of July, 2013, by and between the Town of Burns Flat and the City of Clinton, as set forth:

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 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 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 Town of Burns Flat and the City of Clinton, parties, to this agreement, desire to provide aid and assistance to each other in times of disaster or casualty to their governmental systems; and
- (2) **WHEREAS**, the Town of Burns Flat and the City of Clinton, 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 government entity shall provide mutual aid assistance to the requesting entity except when in the opinion of the ranking officer or his/her designee, it is impossible to do so on account or other possible situations within its own area, such as but not limited to, 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 entity requesting assistance will be the entity in command of the situation and that the ranking officer from the entity providing mutual aid assistance will remain in charge over that entity's manpower and equipment.

III.
LIABILITY

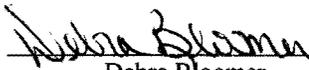
IT IS AGREED that each party of this agreement will provide and/or continue in full force its own workmen's compensation coverage and retirement benefits of that entity (if provided by the entity) while their employees are providing mutual aid assistance.

IT IS FURTHER AGREED that nothing in this agreement shall be construed to impose civil liability on the requesting entity, who acts in good faith and without malice, for or on account of injury and/or damages resulting to persons or equipment of the assisting entity.

IT IS UNDERSTOOD AND AGREED that the assisting entity or any of that entity'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 persons or equipment of the requesting agency.

(1) TOWN OF BURNS FLAT

Mayor: 
Tom Ryan

Attest (Clerk/Treasurer): 
Debra Bloomer

Date: July 8, 2013

(2) CITY OF CLINTON

Mayor: _____

Attest (City Clerk): _____

Date: _____