

RESOLUTION NO. 2005-01

A RESOLUTION AUTHORIZING AN AGREEMENT FOR MUTUAL AID FIRE PROTECTION WITH THE ASH FLAT, HARDY, HIGHLAND, SADDLE AND NINE MILE RIDGE FIRE DEPARTMENTS.

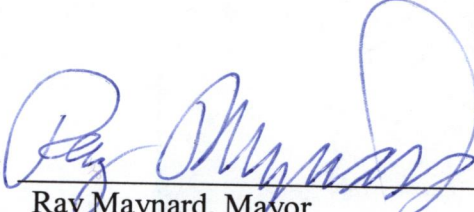
It is hereby Resolved by the City Council with concurrence of the Mayor that:

The Mayor is authorized to execute the attached Mutual Aid Protection Agreement between the City of Cherokee Village and the Ash Flat, Hardy, Highland, Saddle and Nine Mile Ridge Fire Departments.

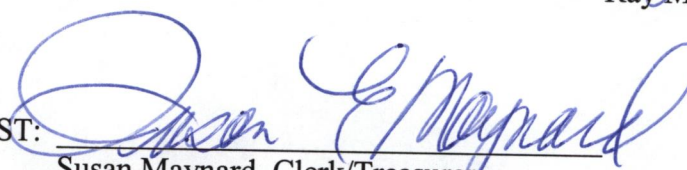
PASSED AND APPROVED BY THE CHEROKEE VILLAGE CITY COUNCIL.

DATED: January 20, 2005

APPROVED:


Ray Maynard, Mayor

ATTEST:


Susan Maynard, Clerk/Treasurer

MUTUAL AID FIRE PROTECTION AGREEMENT

This Agreement, by and between the City of Cherokee Village, Arkansas, and _____, in accordance with provisions in Act 833 of 1991 for Fire Protection (A.C.A. 14-284-401 et seq.), is to secure and provide for each, adequate fire protection services through the use of properly trained and equipped firefighters, mutual aid in fire protection and firefighting and the protection of life and property from fire. It is agreed that:

1. On request from the City of Cherokee Village, the _____, firefighting equipment and personnel will be dispatched to assist the City of Cherokee Village in fire protection and firefighting within the area that the City of Cherokee Village has jurisdiction. The _____, shall reserve the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor or Fire Chief, such a request would jeopardize municipal property or fire classification, or would endanger the lives or property of the citizens of the _____.
2. On request from the _____, the City of Cherokee Village firefighting equipment and personnel will be dispatched to assist the _____, in fire protection and firefighting within the area that the _____, has jurisdiction. The City of Cherokee Village shall reserve the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor or Fire Chief, such a request would jeopardize municipal property or fire classification, or would endanger the lives or property of the citizens of the City of Cherokee Village.
3. Equipment and personnel used in support of the Agreement are subject to the following conditions:
 - a. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
 - b. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched.
 - c. It is agreed that the Fire Chief, or his representative of the city or area in which the emergency exists, shall be in command of all operations and his orders or directives shall be obeyed unless they are in direct conflict with regulations or operating procedures of the assisting department. At no time shall orders be obeyed if assisting personnel feel their lives, safety or equipment are being placed in undue danger.
 - d. The assisting party reserves the right to leave the scene and return to its own city or district in case of fire or other emergency that may require its

equipment and manpower. The assisting party will notify the Fire Chief or scene commander before returning to its own district, so arrangements can be made to replace equipment, manpower and duties of the assisting fire department.

4. Each party will waive all claims against every other party for compensation of any loss, damage, injury or death occurring as a consequence of the performance of this Agreement, except those claims authorized by Arkansas statutes.
5. All equipment used by the respective fire departments in carrying out this Agreement will, at the time of action hereunder, be owned by each respective fire department named; and all personnel acting for each respective fire department under the Agreement will, at the time of such action, be an employee or volunteer member of the respective fire departments named herein.
6. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or all parties.

CITY OF CHEROKEE VILLAGE:

APPROVED: _____
Ray Maynard, Mayor

ATTEST: _____
Susan E. Maynard, Clerk/Treasurer

Mike Taylor, Fire Chief

_____:

APPROVED: _____

ATTEST: _____
