

CITY OF ARDMORE
EMERGENCY MANAGEMENT

Council Letter No. 5409
Meeting Date: May 2nd, 2022

Mayor and City Commission
City of Ardmore, Oklahoma

Re: Mutual Aid Memorandum of Understanding with the Chickasaw Nation

Dear Mayor & City Commissioners,

The Chickasaw Nation has asked the City of Ardmore to enter into a mutual aid agreement in preparation for or in response to a disaster, an emergency, and/or planned event, so long as resources allow. The MOU shall be effective for 1 year and will automatically renew for additional one year terms unless either party provides the other party with written notice of termination. I recommend approval to the City Commission of this MOU with the Chickasaw Nation.

Respectfully Submitted,

Amber Wilson
Signature

EOC Director
Title

Reviewed by: K. Brantley
City Manager

Emergency Management Mutual Aid Memorandum of Understanding

This Emergency Management Mutual Aid Memorandum of Understanding (“MOU”) is entered into voluntarily by and between the Chickasaw Nation Department of Interior Services, a part of the Chickasaw Nation, a federally recognized and sovereign Indian Nation, and City of Ardmore, for the purpose of providing mutual aid in preparation for or in response to a disaster, an emergency, and/or a planned event, so long as resources allow.

Nothing in this MOU is intended to create any relationship between the parties other than that of independent sovereign entities reaching a mutual understanding with each other solely for the purposes set forth in this MOU.

This MOU is not legally binding on the parties, but rather, is a voluntary understanding based on the belief and commitment of the undersigned parties that in the event of a community disaster, emergency or planned event, regardless of cause, which exceeds the effective response capabilities of one of the parties, whether local, state or tribal, the other party will provide, if capable, emergency services. An affected party may request assistance from the other party hereto as more generally described below.

This document is intended to supplement each party’s disaster plan. Each party shall have discretion to determine the extent, if any, to which it wishes to partner and assist the other party under this MOU. A party’s determination to offer assistance is not dependent upon the available capacity or other conditions of the requesting party. Accordingly, a party may, but shall not be required to provide supplies, equipment, services, or personnel to the requesting party during a disaster, emergency, and/or a planned event.

In the event assistance is needed, the requesting party shall submit an official written request from an authorized person of the party to the contact person listed below.

Chickasaw Nation

Contact Person: Steve Cash

Phone: (580) 399-2842

Email: steve.cash@chickasaw.net

City of Ardmore

Sheryl Ellis

Phone: (580)223-2937

Email: financialmanager@elmbrookhomes.com

Term of the MOU

This MOU shall be effective for a period of one (1) year from the date of signature. This MOU shall automatically renew for additional one (1) year terms unless either party provides the other party with written notice of termination. This MOU may

be terminated at any time by either party, with or without cause, upon written notice to the other party no less than thirty (30) days prior to the effective date of such termination.

Amendments

Amendments to this MOU must be in writing and signed by all parties.

Liability

Each party waives all claims against the other party for any loss, damage, personal injury, or death occurring as a consequence of receiving or providing supplies, equipment, services, or personnel under this MOU. Nothing in this MOU shall be construed to impose civil liability on either party, who acts in good faith and without malice, for or on account of injury and/or damages resulting to persons or equipment of the requesting or assisting party.

It is also understood that the assisting party or any of that party's employees providing 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 party or third parties.

Each party shall be responsible for its costs and liabilities associated with rendering aid. The requesting party shall not reimburse the assisting party for costs associated with rendering aid except as provided by Federal Emergency Management Agency ("FEMA") reimbursement policy or other reimbursements from other sources. Each party shall be entitled to reimbursement of costs consistent with FEMA reimbursement policy, which is incorporated herein by reference.

Each party shall be responsible for the payment of compensation and death benefits to injured members of the emergency forces of that party.

Effective Date, Future Amendment and Construction

Development of operational procedures, forms, and other tools to operationalize this MOU shall be conducted by the parties through the Chickasaw Nation Emergency Management. Updates to those procedures, forms, or tools do not require revision of this MOU.

This MOU shall not be construed to waive the participating parties' sovereign rights, immunities, privileges, titles, claims, or defenses provided under federal, state, or tribal law or common law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date last written below.

INSERT PARTY NAME:

Sheryl Ellis, Mayor
City of Ardmore

Signature

Date

THE CHICKASAW NATION:

Bill Anoatubby, Governor
The Chickasaw Nation

Signature

Date