

the Town of Luther



**BOARD OF TRUSTEES FOR THE LUTHER PUBLIC WORKS AUTHORITY
TUESDAY, JANUARY 14, 2025, IMMEDIATELY FOLLOWING
THE TOWN BOARD OF TRUSTEES MEETING AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING AGENDA

Official action can only be taken on items which appear on the agenda. The Trustees may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Trustees may refer the matter to the Chairman or the Town Attorney, or back to a committee or recommending body. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Call to Order
2. Roll Call
3. Determination of a quorum
4. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meeting of December 10 and 30, 2024.
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report
5. Consideration of Items Removed from the Consent Agenda
6. LPWA Department Report
7. Trustee Comments

Trustee One (Terry Arps)

Trustee Two (Jerrod Davis)

8. Consideration, discussion and possible action to enter into an agreement for mutual aid with Wellston PWA for the 2025 calendar year.

Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

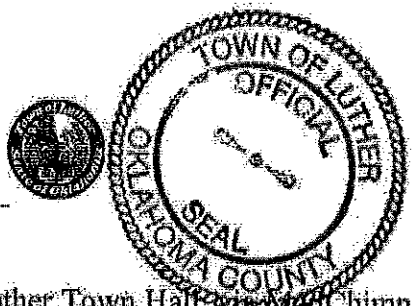
Trustee Five (Vacant)

9. New Business: In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.

10. Citizen participation: Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes.

11. Adjourn.

Scherrie Pidcock
Scherrie Pidcock, Town Clerk



Agenda Posted Monday, January 13, 2025, at Luther Town Hall, 1000 Main Chimp, on Facebook at The Town of Luther, and on our website at www.townoflutherok.com prior to 7:00 pm.



**BOARD OF TRUSTEES FOR THE LUTHER PUBLIC WORKS AUTHORITY
TUESDAY, DECEMBER 10, 2024, IMMEDIATELY FOLLOWING
THE TOWN BOARD OF TRUSTEES MEETING AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING MINUTES

1. Call to Order by **Terry Arps**.
2. Roll Call by **Terry Arps**. **Present** were **Terry Arps, Carla Caruthers and Jeff Schwarzmeier**. **Jerrod Davis was absent**. **Nina Sloan previously submitted her resignation on December 9, 2024**.
3. Determination of a quorum was made by **Terry Arps**.
4. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meeting of November 12 and 25, 2024.
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report – **Terry Arps made a motion to approve the Consent Agenda as presented, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**
5. Consideration of Items Removed from the Consent Agenda – **None**.
6. LPWA Department Report – **Carla Caruthers read the report**.
7. Trustee Comments – **None**.

Trustee One (Terry Arps)

Trustee Two (Jerrod Davis)

8. Consideration, discussion and possible action to adopt Resolution 2024-07R, **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LUTHER PUBLIC WORKS AUTHORITY, SETTING THE REGULARLY SCHEDULED MEETINGS OF LUTHER PUBLIC WORKS AUTHORITY FOR CALENDAR YEAR 2025.** – **Terry Arps made a motion to approve the resolution, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**

Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

9. New Business: In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda. – **None**.
10. Citizen participation: Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens

may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. – **None.**

11. Adjourn. – **Terry Arps made a motion to adjourn, 2nd by Jeff Schwarzmeier. The Vote: All (3) Yes.**



Minutes transcribed by Scherrie Pidcock, Town Clerk



**MINUTES OF SPECIAL MEETING OF
THE LUTHER PUBLIC WORKS AUTHORITY
MONDAY, DECEMBER 30, 2024
IMMEDIATELY FOLLOWING THE BOARD MEETING AT 6:30 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

1. Call to Order by Terry Arps.
2. Roll Call by Terry Arps. Present were Terry Arps, Carla Caruthers and Jerrod Davis. Jeff Schwarzmeier was absent.
3. Determination of a Quorum was made by Terry Arps.
4. Trustee Comments - None.

Trustee One (Terry Arps)

Trustee Two (Jerrod Davis)

5. **PROPOSED EXECUTIVE SESSION:** Consideration and possible action to enter into executive session for confidential communications to discuss the employment, hiring, appointment, demotion, disciplining or resignation of employee Matthew Piatt, as authorized by 25 O.S. Section 307(B)(1). In the opinion of the Town Attorney, the Executive Session is necessary to protect confidential employment matters. – **Jerrod Davis made a motion to enter into Executive Session, 2nd by Terry Arps. The Vote: All (3) Yes. After Executive Session, Mayor Terry Arps stated the Board of Trustees is returning to regular session.**
6. **PROPOSED ACTION ITEMS FOR MATTERS DISCUSSED IN EXECUTIVE SESSION:** Consideration, discussion, and possible appropriate and related action on matters discussed in Executive Session, including the employment, hiring, appointment, demotion, discipline or resignation of employee Matthew Piatt. – **Jerrod Davis made a motion authorize a Last Chance Agreement to be implemented and signed by the Chairman, 2nd by Terry Arps. The Vote: All (3) Yes. Stephanie Mason and Cathy Schmitz were present and both expressed their hopes that the Board would give positive consideration to Matthew Piatt.**
7. Consideration, discussion and possible action to authorize the repair of two (2) water leaks that our Public Works cannot repair due to the need for additional equipment and manpower, at a cost not to exceed \$6250.00. – **Jerrod Davis made a motion to authorize the repairs not to exceed \$6250.00, 2nd by Terry Arps. The Vote: All (3) Yes.**

Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Vacant)

8. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. – **None.**
9. **Adjourn.** – **Terry Arps made a motion to adjourn, 2nd by Jerrod Davis. The Vote: All (3) Yes.**



Minutes transcribed by Scherrie Pidcock, Town Clerk

**LUTHER PUBLIC WORKS AUTHORITY CLAIMS INCLUDING PAYROLL
DECEMBER 11, 2024 THROUGH JANUARY 14, 2025**

Date	Ref No.	Payee	Memo	Payment
12/11/2024	EFT	Town of Luther	REIMBURSE FOR QUICKBOOKS ONLINE	99.00
12/11/2024	EFT	Town of Luther	REIMBURSE FOR POSTAGE	200.00
12/11/2024	EFT	Town of Luther	REIMBURSE FOR FUEL	365.02
12/11/2024	EFT	QuickBooks Payroll	LPWA PAYROLL	3,609.96
12/18/2024	EFT	IRS	FEDERAL PAYROLL TAX	971.14
12/24/2024	EFT	QuickBooks Payroll	LPWA PAYROLL	3,610.68
12/26/2024	EFT	Oklahoma Tax Commission	STATE PAYROLL TAX	256.00
12/26/2024	EFT	BANCFIRST	DEBT SERVICE 2020 CHEVY LOAN	612.64
12/30/2024	14450	A-Z HANDYMAN X-PRESS	CONTRACT LABOR	450.00
12/30/2024	14451	AT&T MOBILITY	CELLS/TABLET	91.89
12/30/2024	14452	BLUECROSS BLUESHIELD OF OK	LIFE INSURANCE	21.87
12/30/2024	14453	BLUECROSS/BLUESHIELD OF OK	HEALTH INSURANCE	2,312.43
12/30/2024	14454	CATHY SCHMITZ	REIMBURSEMENT FOR INSURANCE DED	453.05
12/30/2024	14455	Delta Dental	VOLUNTARY DENTAL INS	70.00
12/30/2024	14456	Department of Environmental Quality	TESTING	759.00
12/30/2024	14457	GREEN COUNTRY ELECTRIC	GENERATOR REPAIR	230.00
12/30/2024	14458	KIMBALL MIDWEST	PARTS/SUPPLIES	15.30
12/30/2024	14459	Luther Hardware & Lumber, LLC	PARTS/SUPPLIES	290.18
12/30/2024	14460	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	24.22
12/30/2024	14461	OK MUNICIPAL RETIREMENT FUND	EE PENSION	545.60
12/30/2024	14462	OMAG	INSURANCE	2,030.36
12/30/2024	14463	ONG	NATURAL GAS	173.19
12/30/2024	14464	XCEL OFFICE SOLUTIONS - DALLAS	I.T./COPIER SERVICE	310.17
01/02/2025	EFT	IRS	FEDERAL PAYROLL TAX	972.40
01/07/2025	EFT	MERCHANT SERVICES IPS	CARD TRANSACTION FEES	216.18
01/08/2025	EFT	QuickBooks Payroll	LPWA PAYROLL	3,664.43
01/09/2025	EFT	BANCFIRST	ACH BANK DRAFT CUSTOMER RETURN	41.10
01/14/2025	14465	Airgas USA, LLC	CYLINDER RENTAL	64.37
01/14/2025	14466	AMERITAS LIFE INS CORP	VOLUNTARY VISION INSURANCE	18.20
01/14/2025	14467	BAILEY BROTHERS	THREE (3) SEPARATE WATER REPAIRS	6,000.00
01/14/2025	14468	BLUECROSS/BLUESHIELD OF OK	HEALTH INSURANCE	2,312.43
01/14/2025	14469	BREW 66	UTILITY DEPOSIT REFUND	85.48
01/14/2025	14470	CHARITY & BRAWLEY DEMPSEY	UTILITY DEPOSIT REFUND	24.57

01/14/2025	14471	Dollar General Charged Sales	TOILETRIES/CLEANING SUPPLIES	27.55
01/14/2025	14472	DOMINIK & CHANDLAR VIK	UTILITY DEPOSIT REFUND	118.91
01/14/2025	14473	Eastside Waste	MONTHLY SANITATION SERVICE	9,121.70
01/14/2025	14474	FLUENTSTREAM TECHNOLOGIES	VOIP PHONE HOSTING	38.96
01/14/2025	14475	GREEN COUNTRY ELECTRIC	GENERATOR REPAIR	320.00
01/14/2025	14476	Luther Hardware & Lumber, LLC	PARTS/SUPPLIES	231.85
01/14/2025	14477	OG&E	ELECTRIC SERVICE-WELLS, LIFTS, ETC.	847.89
01/14/2025	14478	OKLAHOMA CONTRACTORS SUPPLY	PARTS/SUPPLIES	117.00
01/14/2025	14479	OK MUNICIPAL RETIREMENT FUND	EE PENSION	274.82
01/14/2025	14480	Pioneer Supply, LLC - 844634	PARTS/SUPPLIES	79.00
01/14/2025	14481	TAMBER BECKTOLD	UTILITY DEPOSIT REFUND	49.40
01/14/2025	14482	UniFirst Corporation	UNIFORM SERVICE	233.45
01/14/2025	14483	Young & Associates CPA's	ACCOUNTING SERVICES	530.00
				<u>530.00</u>
				<u>\$42,891.39</u>

Luther Public Works Authority
Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L
 December, 2024

	Dec 2024				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
Income								
Grant Revenue		0.00	0.00		0.00	93,000.00	-93,000.00	0.00%
Other/Interest/Tower Rent	1,001.42	1,500.00	-498.58	66.76%	9,758.46	9,000.00	758.46	108.43%
Permits/Tap Fees		50.00	-50.00	0.00%	250.00	300.00	-50.00	83.33%
Sales Tax	613.00	613.00	0.00	100.00%	3,678.00	3,678.00	0.00	100.00%
Sewer		6,500.00	-6,500.00	0.00%	0.00	39,000.00	-39,000.00	0.00%
Trash & Landfill		15,000.00	-15,000.00	0.00%	0.00	90,000.00	-90,000.00	0.00%
Utility Revenue (Daily Deposit)	37,295.49	12,000.00	25,295.49	310.80%	222,453.88	72,000.00	150,453.88	308.96%
WASTEWATER DUMP			0.00		1,484.50	0.00	1,484.50	
Water Drop Sales		200.00	-200.00	0.00%	144.00	1,200.00	-1,056.00	12.00%
Total Income	\$ 38,909.91	\$ 35,863.00	\$ 3,046.91	108.50%	\$ 237,768.84	\$ 308,178.00	-\$ 70,409.16	77.15%
Expenses								
Capital Outlay		0.00	0.00		5,385.50	132,500.00	-127,114.50	4.06%
Debt Service - 2020 Truck	612.64	613.00	-0.36	99.94%	3,675.84	3,678.00	-2.16	99.94%
Grant Expenditures		0.00	0.00		52,328.50	93,000.00	-40,671.50	56.27%
LPWA Maintenance & Operations			0.00		0.00	0.00	0.00	
Accounting Services	6,300.00	6,500.00	-200.00	96.92%	8,050.00	7,950.00	100.00	101.26%
Billing Software		45.00	-45.00	0.00%	0.00	270.00	-270.00	0.00%
Credit Card/Bank Fees	206.92	150.00	56.92	137.95%	2,543.44	900.00	1,643.44	282.60%
Dues, Fees, Training, Licenses		200.00	-200.00	0.00%	385.20	1,200.00	-814.80	32.10%
Fuel	100.00	210.00	-110.00	47.62%	1,353.91	1,260.00	93.91	107.45%
Insurance	2,583.86	550.00	2,033.86	469.79%	6,562.76	3,300.00	3,262.76	198.87%
Legal Notice Publications		20.00	-20.00	0.00%	0.00	120.00	-120.00	0.00%
Office Supplies / Expenses	336.08	200.00	136.08	168.04%	2,809.75	2,200.00	609.75	127.72%
Phones / Internet / IT	541.87	650.00	-108.13	83.36%	3,188.07	5,100.00	-1,911.93	62.51%
Postage & Equip	200.00	275.00	-75.00	72.73%	1,800.00	1,650.00	150.00	109.09%
Repairs/Mtnce/Labor/Airgas	512.82	700.00	-187.18	73.26%	4,922.44	5,100.00	-177.56	96.52%
Uniforms	46.69	55.00	-8.31	84.89%	338.56	330.00	8.56	102.58%
Utilities	173.19	280.00	-106.81	61.85%	910.75	1,680.00	-769.25	54.21%
Total LPWA Maintenance & Operations	\$ 11,001.43	\$ 9,835.00	\$ 1,166.43	111.86%	\$ 32,864.88	\$ 31,060.00	\$ 1,804.88	105.81%
Personnel Services			0.00		0.00	0.00	0.00	
Employee Benefits	3,172.98	2,430.00	742.98	130.58%	15,450.89	14,580.00	870.89	105.97%
Salaries / Wages / Payroll Tax	9,944.87	12,048.67	-2,103.80	82.54%	68,428.55	72,292.02	-3,863.47	94.66%
Total Personnel Services	\$ 13,117.85	\$ 14,478.67	-\$ 1,360.82	90.60%	\$ 83,879.44	\$ 86,872.02	-\$ 2,992.58	96.56%
Sanitation Service			0.00		0.00	0.00	0.00	
Billing Software		45.00	-45.00	0.00%	0.00	270.00	-270.00	0.00%
Collection Fee		9,600.00	-9,600.00	0.00%	54,276.17	57,600.00	-3,323.83	94.23%
Fuel	65.02	100.00	-34.98	65.02%	490.02	600.00	-109.98	81.67%
Uniforms	46.69	55.00	-8.31	84.89%	338.57	330.00	8.57	102.60%
Total Sanitation Service	\$ 111.71	\$ 9,800.00	-\$ 9,688.29	1.14%	\$ 55,104.76	\$ 58,800.00	-\$ 3,695.24	93.72%
Sewer System			0.00		0.00	0.00	0.00	
Billing Software		45.00	-45.00	0.00%	0.00	270.00	-270.00	0.00%
Fuel	100.00	150.00	-50.00	66.67%	725.00	900.00	-175.00	80.56%
Insurance	600.00	350.00	250.00	171.43%	2,400.00	2,100.00	300.00	114.29%
Repairs / Maintenance		1,200.00	-1,200.00	0.00%	605.98	9,200.00	-8,594.02	6.59%
Supplies / Fees	17.73	300.00	-282.27	5.91%	145.29	1,800.00	-1,654.71	8.07%
Uniforms	46.69	55.00	-8.31	84.89%	338.57	330.00	8.57	102.60%
Utilities		375.00	-375.00	0.00%	1,658.45	2,250.00	-591.55	73.71%
Total Sewer System	\$ 764.42	\$ 2,475.00	-\$ 1,710.58	30.89%	\$ 5,873.29	\$ 16,850.00	-\$ 10,976.71	34.86%
Water System			0.00		0.00	0.00	0.00	

Billing Software		100.00	-100.00	0.00%	0.00	600.00	-600.00	0.00%
DEQ Water Testing/Permits	759.00	1,500.00	-741.00	50.60%	4,955.84	9,000.00	-4,044.36	55.06%
Equipment maintenance	262.00		262.00		8,785.00	0.00	8,785.00	
Fuel	100.00	140.00	-40.00	71.43%	806.00	840.00	-34.00	95.95%
Insurance	600.00	300.00	300.00	200.00%	1,400.00	1,800.00	-400.00	77.78%
Meters		300.00	-300.00	0.00%	0.00	900.00	-900.00	0.00%
Repairs / Maintenance		1,000.00	-1,000.00	0.00%	3,387.50	6,000.00	-2,612.50	56.46%
Supplies	272.05	750.00	-477.95	36.27%	3,110.92	5,500.00	-2,389.08	56.56%
Uniforms	46.69	55.00	-8.31	84.89%	338.57	330.00	8.57	102.60%
Utilities		625.00	-625.00	0.00%	2,892.79	3,750.00	-857.21	77.14%
Total Water System	\$ 2,039.74	\$ 4,770.00	-\$ 2,730.26	42.78%	\$ 25,676.42	\$ 28,720.00	-\$ 3,043.58	89.40%
Total Expenses	\$ 27,647.79	\$ 41,971.67	-\$ 14,323.88	65.87%	\$ 264,788.63	\$ 451,480.02	-\$ 186,691.39	58.65%
Net Operating Income	\$ 11,262.12	-\$ 6,108.67	\$ 17,370.79	-184.36%	-\$ 27,019.79	-\$ 143,302.02	\$ 116,282.23	18.86%
Other Income								
Transfer from Capital Improvement		0.00	0.00		0.00	132,500.00	-132,500.00	0.00%
Transfers In/Out	1,000.00	1,000.00	0.00	100.00%	5,232.00	6,000.00	-768.00	87.20%
Total Other Income	\$ 1,000.00	\$ 1,000.00	\$ 0.00	100.00%	\$ 5,232.00	\$ 138,500.00	-\$ 133,268.00	3.78%
Net Other Income	\$ 1,000.00	\$ 1,000.00	\$ 0.00	100.00%	\$ 5,232.00	\$ 138,500.00	-\$ 133,268.00	3.78%
Net Income	\$ 12,262.12	-\$ 5,108.67	\$ 17,370.79	-240.03%	-\$ 21,787.79	-\$ 4,802.02	\$ 16,985.77	453.72%

Received grant reimbursement of \$85K in January 2025 for generator and water meters
This is not showing on report - This report is through Dec 31, 2024



LPWA MONTHLYLY REPORT

December 2024

Start New Service	10
Stop Service	12
Disconnect Non-payment	1
Re-start Service	1
Leaks	4
Sewer Problems	1
New Meters	0
Accounts Billed	601
Late Accounts Billed	188

Cathy Schmitz
Utility Clerk

AGREEMENT FOR MUTUAL AID

This Agreement (the "Agreement") is made and entered into this 14TH day of January, 2025, by and between the Town of Luther/Luther Public Works Authority (LPWA), and the Town of Wellston/Wellston Public Works Authority (WPWA), both municipal corporations of the State of Oklahoma (which are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS it is the responsibility of the governments of the Town of Luther, Oklahoma and the Town of Wellston, Oklahoma to ensure the public safety of their citizens by providing safe drinking water and address any foreseeable routine or emergency situation; and

WHEREAS, the Town of Luther/LPWA and the Town of Wellston/WPWA have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render water testing services to the other in case of an emergency, or when requested by either Party; and

WHEREAS it is the desire of the Parties to enter into the Agreement for mutual aid.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for the other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE I - MUTUAL AID

Paragraph 1.0

The Town of Luther/LPWA and the Town of Wellston/WPWA agree to provide mutual aid to each other. The Agreement is a reciprocal contract. Any Party to this Agreement may be requested by another Party to provide mutual aid.

Paragraph 1.1

In the event a Party to this Agreement needs assistance in periods of emergency, and water testing services are required, as determined by the Town of Luther/LPWA and Town of Wellston/WPWA administrators or their designees, an authorized representative of the Public Works Authority requiring assistance shall notify the authority from whom such assistance is requested. The authorized Authority representative whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner deemed appropriate.

Paragraph 1.2

The level of mutual aid shall be extended at a level determined by the providing Authority, the Party providing aid shall determine the actual amount of equipment and staff it will supply or make available in each instance of emergency, based upon the available personnel, equipment and local conditions at the time of the emergency. Resource availability shall be determined at the sole discretion of the providing Authority.

Paragraph 1.3

It is expressly agreed that the mutual aid provided may be recalled at the discretion of the Party providing aid.

Paragraph 1.4

Personnel who are furnished pursuant to this Agreement will work under their own supervisors and with their own equipment to the extent possible.

Paragraph 1.5

All general direction relative to the work will be given by the appropriate employees of the Party receiving aid.

Paragraph 1.6

It is further agreed that, to the extent necessary as determined and agreed upon by administrators for each Party, the Parties will participate in joint training exercises to promote a basic standardization of operations.

ARTICLE II – LIABILITY

Paragraph 2.0

There is no special duty imposed by the Agreement on either Party, or its respective agents and/or employees, to respond to calls pursuant to the Agreement.

Paragraph 2.1

Nothing contained in this Agreement shall be construed to create an employment or agency relationship between the agents and employees of the Party providing aid and the Party receiving aid; no agent or employee of a Party shall be deemed to be an employee or agent of the other Party because of any action or incident arising pursuant to this Agreement.

Paragraph 2.2

All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus, provided however that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared aid is provided the Party requesting aid, shall be distributed to the party providing aid in proportion to the level of actual involvement incurred while providing mutual aid.

Paragraph 2.3

Nothing contained in the Agreement shall be construed to be a waiver of either Party's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE III – COMPENSATION

Paragraph 3.0

Except as provided for in Paragraph 2.2 above, no Party under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 3.1

The mutual advantage and protection afforded by this Agreement is considered adequate consideration to both Parties.

Paragraph 3.2

Each Party to this Agreement shall comply with workers compensation laws of the State of Oklahoma without any cost to the other Party.

Paragraph 3.3

Each Party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other Party.

ARTICLE IV – RELEASE OF CLAIMS

Paragraph 4.0

Except as provided for in Paragraph 2.2 above, and to the extent allowed by law, each of the Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising from the use of any vehicle, equipment, or apparatus being used by the other Party during the provision of service pursuant to the Agreement.

ARTICLE V – INJURIES TO PERSONNEL

Paragraph 5.0

Any damage or other compensation which is required to be paid to any department employee by reason of his/her injury occurring while his/her are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

ARTICLE VI – NO BENEFIT TO THIRD PARTIES

Paragraph 6.0

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE VII – TERM OF AGREEMENT

Paragraph 7.0

This Agreement shall commence upon its approval by the respective governing bodies of the Parties and shall continue until December 31st of the calendar year. This Agreement shall be reviewed and renewed annually by the Parties on January 1st, and each year thereafter unless and until such time as written notice of termination or notification is received by either Party at least thirty (30) days prior to the expiration of the first term or any renewal term thereafter.

Paragraph 7.1

Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than thirty (30) days written notice to the other Party and upon the running of thirty (30) days from such written notice, this Agreement shall be terminated.

ARTICLE VIII – STANDBY OF EQUIPMENT

Paragraph 8.0

Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own Public Works Authority.

ARTICLE IX – ADMINISTRATION

Paragraph 9.0

It is agreed by each of the Parties that for the purpose of liaison and administration, the Town of Luther/LPWA Administrator and the Town of Wellston/WPWA Administrator shall be jointly responsible.

ARTICLE X – CONSTRUCTION

Paragraph 10.0

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other mutual aid agreement as specifically provided by the laws of the State of Oklahoma.

ARTICLE XI – ADEQUATE COVERAGE FOR OWN JURISDICTION

Paragraph 11.0

Each Party is responsible for providing adequate coverage for its own jurisdiction. Each party's foremost responsibility is to its own citizens. The provisions of the Agreement shall not be construed to impose an unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual aid.

ARTICLE XII – ENTIRE AGREEMENT

Paragraph 12.0

This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 12.1

This Agreement shall be the sole instrument for the provision of mutual aid for emergency water testing between the Parties.

ARTICLE XIII – SEVERABILITY OF TERMS

Paragraph 13.0

In the event any part or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIV – GOVERNING LAW

Paragraph 14.0

This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

TOWN OF LUTHER, OK/LPWA

TOWN OF WELLSTON, OK/WPWA

Mayor/Chairman, Luther

Mayor/Chairman, Wellston

Attest:

Attest:

Clerk, Town of Luther

Clerk, Town of Wellston

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney, Town of Luther

Attorney, Town of Wellston