

AGREEMENT

This agreement made this \_\_\_\_\_ day of February, 1981, by and

RESOLUTION NO. R-81- 5

WHEREAS, the City of Mayflower has need to repair its Fire Department's pumper truck; and

WHEREAS, the City of Mayflower will be without adequate fire protection during this period of time needed to repair their pumper truck; and

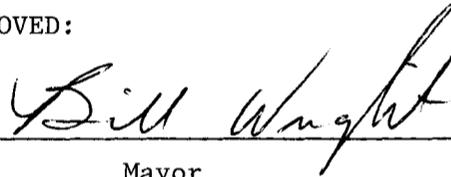
WHEREAS, the City of Conway has available a spare truck and is desirous of loaning said truck to the City of Mayflower.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:

That the Mayor is hereby authorized to sign an agreement with the Mayor of the City of Mayflower stipulating the terms of said agreement to make this spare truck available for the period of time needed by Mayflower in which they shall make needed repairs to their pumper truck.

PASSED this 10 day of February, 1981.

APPROVED:



Mayor

ATTEST:

  
City Clerk

## AGREEMENT

This agreement made this \_\_\_\_\_ day of February, 1981, by and between the City of Conway, Arkansas, herein called owner, and the City of Mayflower, Arkansas, herein called City, in consideration of the undertakings of the parties set out hereafter: Owner will provide, and the City receive, one (1) 1954 Ford Fire Truck, the property of the City of Conway, Arkansas, beginning on the \_\_\_\_\_ day of February, 1981, and to be returned in no event later than the \_\_\_\_\_ day of February, 1981. This agreement is not renewable for any additional term unless agreed to by both parties in writing subsequent hereto.

City's use of said Fire Truck is subject, however, to prior fire calls involving property located within the City of Conway Arkansas; and it shall not be a violation of this agreement if for any reason, the Conway Fire Department request the immediate return of said vehicle for use in an emergency situation within the City of Conway, Arkansas.

The owner shall not be responsible for any claims which may be made because of injuries to the public or damage to any property which may occur while the owner's fire truck is engaged in answering a fire call while in the possession of City, at a fire location, or returning therefrom in response to any call for fire protection or otherwise. The said City agrees it will indemnify the owner for any judgment rendered against owner or sum paid out by it in settlement or payment of any such claims.

The City agrees to return said vehicle in as good condition as when received by City under this agreement. City will pay any and all expenses necessary to place vehicle in as good condition as when obtained from owner.

While in possession of City said vehicle will not be driven or operated by any person not approved by the fire chief of the City of Conway, Arkansas. Said approval shall be granted before delivery of possession to vehicle to City.

City agrees to execute a mutual aid agreement with owner as a condition precedent to the use of said vehicle hereunder.

In Witness Whereof the parties hereto set their hands on this  
\_\_\_\_\_ day of February, 1981.

CITY OF CONWAY, ARKANSAS

By: \_\_\_\_\_  
Mayor

CITY OF MAYFLOWER, ARKANSAS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_