

County Request No. 68

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 7/29/2026 Department: D3

State the nature of the legal request: Please review as to form and legality

RECEIVED

JUL 29 2026

CIVIL DIVISION
DISTRICT ATTORNEY

Paul Foster

County Officer or Department Director

Reply of District Attorney's Office: _____

OK as to
form & legality

Date of Reply: 7/30/2024 _____

Assistant District Attorney

**EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE DEER CREEK FIRE PROTECTION DISTRICT**

July 1, 2026 through June 30, 2027

This EMERGENCY MEDICAL SERVICES AGREEMENT (the "Agreement") is entered into between the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, a political subdivision organized and existing under the laws of the State of Oklahoma (the "BOCC"), and the DEER CREEK FIRE PROTECTION DISTRICT, a fire protection district organized under Title 19, Oklahoma Statutes, section 901.1 et seq., (the "Fire District").

WHEREAS, the BOCC is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to enter into agreements to provide emergency services in the areas outside of corporate city limits;

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, et seq., and Title 19, Oklahoma Statutes, Section 351.3, the BOCC and the Fire District are authorized to enter into an agreement providing for emergency services for persons located within the unincorporated areas of Oklahoma County District 3; and

WHEREAS, by means of this agreement, the BOCC desires to provide funding to the Fire District in return for the Fire District's provision of emergency services for persons located in the unincorporated areas of Oklahoma County District 3.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

1. **Term.** This Agreement shall commence on July 1, 2026, and shall terminate on June 30, 2027. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice of such termination.
2. **Funds.** Oklahoma County District 3 shall provide funds to the Fire District for emergency services.
3. **Purpose.** The Fire District shall use the funds for the purpose of providing emergency services, including, but not limited to, emergency medical services and transport to persons located within the unincorporated areas of Oklahoma County District 3, including the Fire District, or, when provided by law or pursuant to an agreement under 63 O. S. § 695, Oklahoma Intrastate Mutual Aid Compact, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

4. **Indemnification.** The Fire District assumes all liability for any personal injuries, death, claims, property damages or any other damages arising out of the provision of emergency medical services and transport per the funding provided by Oklahoma County District 3 or any action or causes of action arising therefrom pursuant to this agreement. The Fire District further agrees to indemnify and hold Oklahoma County, their employees, officers, and agents harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the provision of services from the funds provided by Oklahoma County District 3. The Fire District agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 et seq.) covering the obligations contained herein and including a provision that the BOCC, at the address set forth below, will be notified no less than ten (10) days prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:
- Oklahoma County Emergency Management Director
320 Robert S. Kerr Avenue, Suite 101
Oklahoma City, Oklahoma 73102
5. **Workers' Compensation Liability.** The Fire District shall provide workers' compensation insurance for all personnel providing services from the funding or assume sole responsibility thereof.
6. **Use of Funds.** The Fire District shall have the sole responsibility of ensuring that all funds are used for providing emergency services. The emergency medical services may be provided by the Fire District or contracted with an emergency medical services provider as long as all parties are licensed and maintain that license. If contracted, the Fire District will pay the agreed upon subsidy for services and obtain reimbursement through Oklahoma County Emergency Management.
7. **Breach of Agreement.** Failure to adhere to any of the terms of this Agreement will result in the immediate termination of further provision of funding.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2026.

APPROVED:

Director, Oklahoma County Emergency Management

Approved as to form and legality this _____ day of _____, 2026.



Assistant District Attorney

THE DEER CREEK FIRE PROTECTION DISTRICT

APPROVED AND AGREED TO by the Deer Creek Fire Protection District this ____ day of _____, 2026.

BY: _____, Chairman

Printed Name: _____

ATTEST: _____, Board Secretary

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

APPROVED AND AGREED TO by the BOCC this ____ day of _____, 2026.

By: _____

Brian Maughan, Chairman

By: _____

Jason Lowe, Member

By: _____

Paul Foster, Member

ATTEST:

Maressa Treat, County Clerk