

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF SPENCER

July 1, 2024, through June 30, 2025

This FIRE EQUIPMENT 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 "Board"), and **THE CITY OF SPENCER, a municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the County may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the City of Spencer are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the City of Spencer in return for the City of Spencer's Fire Department furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County.

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, 2024, and shall terminate on June 30, 2025. 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. On the termination of this Agreement, either by termination

of the fiscal year for which the agreement is written, or written 30-day notification, the City of Spencer shall return the Equipment to the County.

2. Equipment. The Board shall provide the City of Spencer with the following firefighting equipment (hereinafter called the "Equipment"):

County ID	Property Description	Serial
SP 302-00021	2001 Ford F-450 Fire Truck	1FDXF47F10EC28188
SP 302-00066	2019 Ford F-550 Super Cab Diesel	1FD0X5HT6KED88585
SP 503-00020	Hanging UVC 2 Sterilization Light	2UVC15A-01210
SP 503-00040	Tripod UVC 2 Sterilization Light	2UVC15A-01230
SP 602-00670	Kenwood TK790HBK9FHDH1 (VHF)	B3100196
SP 602-01988	6-Bay Premium Chargers for XL-200P Radios	2308600165
SP 608-00011	Washer Dexter 40 lb. T-600	W1.20351.015
SP 651-00103	Honda 18 HP Pump	P702-1219
SP 651-00117	HXP 200 Pump W/Motor	08F0430
SP 651-00118	HXP 200 Pump W/Motor	08F0429

ARPA Funded Radios

County ID	Property Description	Serial
SP 602-01409	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016231
SP 602-01410	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016284
SP 602-01411	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016309
SP 602-01412	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016319
SP 602-01413	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016339
SP 602-01414	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016438
SP 602-01415	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016802
SP 602-01416	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322017204
SP 602-01417	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322017247
SP 602-01418	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322017266
SP 602-01419	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322017280
SP 602-01420	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322017297
SP 602-01683	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032796
SP 602-01684	L3Harris Control Head for XL-185M	A40314037185
SP 602-01685	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032797
SP 602-01686	L3Harris Control Head for XL-185M	A40314037188
SP 602-01687	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032803
SP 602-01688	L3Harris Control Head for XL-185M	A40314037046
SP 602-01689	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032804
SP 602-01690	L3Harris Control Head for XL-185M	A40314037045
SP 602-01691	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032805
SP 602-01692	L3Harris Control Head for XL-185M	A40314037040
SP 602-01693	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032806
SP 602-01694	L3Harris Control Head for XL-185M	A40314037041
SP 602-01763	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032853
SP 602-01764	L3Harris Control Head for XL-185M	A40314036949
SP 602-01765	L3Harris Control Head for XL-185M	A40314036960
SP 602-01861	Unication G4D 700/800 MHz Voice Pager	G4DSF10061
SP 602-01862	Unication G4D 700/800 MHz Voice Pager	G4DSF10062
SP 602-01863	Unication G4D 700/800 MHz Voice Pager	G4DSF10063

SP 602-01864	Unication G4D 700/800 MHz Voice Pager	G4DSF10064
SP 602-01865	Unication G4D 700/800 MHz Voice Pager	G4DSF10065
SP 602-01866	Unication G4D 700/800 MHz Voice Pager	G4DSF10066
SP 602-01867	Unication G4D 700/800 MHz Voice Pager	G4DSF10067
SP 602-01868	Unication G4D 700/800 MHz Voice Pager	G4DSF10068
SP 602-01869	Unication G4D 700/800 MHz Voice Pager	G4DSF10069
SP 602-01870	Unication G4D 700/800 MHz Voice Pager	G4DSF10070
SP 602-01871	Unication G4D 700/800 MHz Voice Pager	G4DSF10071
SP 602-01872	Unication G4D 700/800 MHz Voice Pager	G4DSF10072
SP 602-01873	Unication G4D 700/800 MHz Voice Pager	G4DSF10073
SP 602-01874	Unication G4D 700/800 MHz Voice Pager	G4DSF10074

Miscellaneous

County ID	Property Description	Serial
None	Pump with motor	00B2420
None	Hannay Hose Reel 1" with Hose	1321510
None	Hannay Hose Reel 2" with Hose	1321501
None	Plas-Mac 318 Gallon Tank	
None	Federal Signal Vista Siren with Speakers	
None	Task Force Tip Nozzle	TFTB357471
None	Kenwood TK-7180-K	B4700006
None	Kenwood TK-7180-K	B4700007
None	Kenwood TK-7180-K	B4700008
None	Kenwood TK-7180-K	B4700009
None	Kenwood TK-2180 HH MIII TFS	B4300268
None	Kenwood TK-2180 HH MIII TFS	B4300269
None	Kenwood TK-2180 HH MIII TFS	B4300271
None	Kenwood TK-2180 HH MIII TFS	B4300280
None	Kenwood TK-2180 HH MIII TFS	B4300371
None	Kenwood TK-2180 HH MIII TFS	B4300373
None	Motorola Mobile Radio	869FCJ3911
None	Motorola CDM-1250	103TMGC193
None	Motorola CDM-1250	103TMC8525

3. Purpose. The City of Spencer shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the city of Spencer, 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. Maintenance and Repair. The City of Spencer will be solely responsible for: **(a)** maintaining the Equipment in safe operating condition in accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety checks and maintenance reviews required by the Board to ensure that the

Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

5. Indemnification. The City of Spencer assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The City of Spencer further agrees to indemnify and hold the Board and 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 use of the Equipment. The City of Spencer agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise 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 Board, 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

6. Workers' Compensation Liability. The City of Spencer shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

7. Use of Equipment. The City of Spencer shall have the sole responsibility of ensuring that all drivers or operators of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.

8. Notice of Accidents. Any Oklahoma County-owned Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.

9. Injuries. The City of Spencer shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written

report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.

10. Destruction of Equipment. Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The City of Spencer may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Spencer.

11. Breach of Agreement. Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

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, 2024.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 29 day of May, 2024.



Assistant District Attorney

THE CITY OF SPENCER

APPROVED AND AGREED TO by the City of Spencer this 20 day of

June, 2024.

BY: [Signature], Mayor

Printed Name: Frank Calvin

ATTEST: [Signature], City Clerk

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

APPROVED AND AGREED TO by the Board this _____ day of

_____, 2024.

By: _____
Carrie Blumert, Member

By: _____
Brian Maughan, Member

By: _____
Myles Davidson, Member

ATTEST:

Maressa Treat, County Clerk

#360

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 5 / 29 / 24 . **COUNTY DEPARTMENT MAKING REQUEST:**
Emergency Management

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: *Please review as to form and legality the attached Annual Fire Equipment Agreements between Oklahoma County and Bethany, Choctaw, Deer Creek, Del City, Edmond, Forest Park, Harrah, Hickory Hills, Nichols Hills, Spencer, and The Village. Modifications from the previous versions include inventory changes and applicable dates. Copies of the previous Annual Agreement for each jurisdiction are attached.*

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews, and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).


COUNTY OFFICER

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DATE RECEIVED BY DISTRICT ATTORNEY:

REPLY BY DISTRICT ATTORNEY:



Vicki Behenna
DISTRICT ATTORNEY

By: 

RECEIVED

MAY 29 2024

CIVIL DIVISION
DISTRICT ATTORNEY