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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: 6 / 7 / 21 . **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 Arcadia, Bethany, Choctaw, Deer Creek, Del City, Edmond, Forest Park, Harrah, Hickory Hills, Jones, Luther, Midwest City, Newalla, Nichols Hills, Nicoma Park, Spencer, The Village, and Warr Acres. 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

.....
DATE RECEIVED BY DISTRICT ATTORNEY

REPLY BY DISTRICT ATTORNEY:

Reviewed 6/8/21

DAVID PRATER
DISTRICT ATTORNEY

By: 

RECEIVED

JUN 07 2021

CIVIL DIVISION
DISTRICT ATTORNEY

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

July 1, 2020 through June 30, 2021 (Revised January, 2021)

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, 2020, and shall terminate on June 30, 2021. 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"):

Property Description	Serial Number	County ID Number
2019 Ford F-550	1FD0X5HT6KED88585	SP 302-00066
2002 Ford BP	1FDXF47F92EB98013	SP 302-00039
Brush Guard	N/A	SP 302-00039
Federal Siren Control	SW300-012B	
Motorola Radio	869FCJ3911	N/A
Skid Unit (includes the following)		SP 302-00039
Pump w/Motor	02F0341	
Hannay Hose Reel w/Hose	1389798	
Hannay Hose Reel w/Hose	1389794	
Plas-Mac 318 Gallon Tank		
Miscellaneous Equipment		
HXP 200 Pump & Motor	08F0429	SP 651-00118
HXP 200 Pump & Motor	08F0430	SP 651-00117
300 Gallon Tank		SP 649-00120
300 Gallon Tank		SP 649-00121
Honda 18 HP Pump	P702-1219	SP 651-00103
Kenwood TK-790HBK9FHDH1-100	B3100196	SP 602-00670
Kenwood TK-7180-K Mobile Radio	B4700006	N/A
Kenwood TK-7180-K Mobile Radio	B4700007	N/A
Kenwood TK-7180-K Mobile Radio	B4700008	N/A
Kenwood TK-7180-K Mobile Radio	B4700009	N/A
Kenwood TK-2180 HH MIII TFS	B4300267	N/A
Kenwood TK-2180 HH MIII TFS	B4300268	N/A
Kenwood TK-2180 HH MIII TFS	B4300269	N/A
Kenwood TK-2180 HH MIII TFS	B4300270	N/A
Kenwood TK-2180 HH MIII TFS	B4300271	N/A
Kenwood TK-2180 HH MIII TFS	B4300272	N/A
Kenwood TK-2180 HH MIII TFS	B4300273	N/A
Motorola CDM-1250 Mobile Radio	103TMGC193	N/A
Motorola CDM-1250 Mobile Radio	103TMC8525	N/A
Dexter T-600 Extractor		SP 608-00011
UVC 2 Hanging UV Light Unit	1210	SP 503-00020
UVC 2 Tripod UV Light Unit	1230	SP 503-00040

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 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.
- 12. Eastern Oklahoma County Fire Service Technology Fee.** The City of Spencer/Spencer Fire Department agrees to pay the Oklahoma County Office of Emergency Management an annual sum of \$2,000.00, for use, basic maintenance and basic repair of the VHF Public Safety Radio System. This amount is due within sixty (60) days of the execution of this agreement as evidenced by approval and signature of the Oklahoma County Board of County Commissioners. This fee shall be remitted to the Oklahoma County Office of Emergency Management at the address listed in item #5 above.

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, 2020.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 13 day of January 2021, 2021.



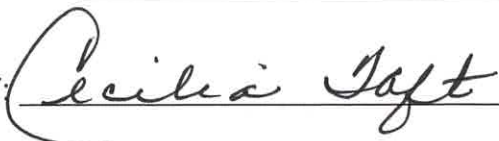
Assistant District Attorney

THE CITY OF SPENCER

APPROVED AND AGREED TO by the City of Spencer this 16 day of September, 2021.

BY: , Mayor

Printed Name: Frank Calvin

ATTEST: , City Clerk

**BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA**

APPROVED AND AGREED TO by the Board this _____ day of
_____, 2021.

By: _____
Carrie Blumert, Member

By: _____
Brian Maughan, Member

By: _____
Kevin Calvey, Member

ATTEST:

David B. Hooten, County Clerk