

# 350

**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 / 26 / 22 . **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 5-27-22*  
  
\_\_\_\_\_

**DAVID PRATER**  
**DISTRICT ATTORNEY**

**By:** \_\_\_\_\_

FIRE EQUIPMENT AGREEMENT  
BETWEEN  
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE TOWN OF JONES

July 1, 2022 through June 30, 2023

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 TOWN OF JONES, 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 Town of Jones 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 Town of Jones in return for the Town of Jones' Fire Department furnishing fire protection and rescue 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, 2022, and shall terminate on June 30, 2023. 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 Town of Jones shall return the Equipment to the County.



2. **Equipment.** The Board shall provide the Town of Jones with the following firefighting equipment (hereinafter called the "Equipment"):

Property Description	Serial Number	County ID Number
2021 Ford F-350 Ext Cab	1FD8X3HT1MED49574	SP 302-00072
Ranch Hand Grill Guard	N/A	SP 646-00060
SmittyBilt XRC Winch	SM008594090	SP 408-00023
Cadet Metro Truck Bed	N/A	SP 649-00129
2009 Chev. C5500	1GBE5E3919F410626	SP 302-00057
2009 GMC 3500	1GDJK73609F114559	SP 302-00053
2001 Ford BP F-450	1FDXF47F91EC28187	SP 302-00038
Brush Guard	N/A	SP 302-00038
Signal Vista Siren w/Speakers	01040278	
Federal Signal Vista Light Bar		
Task Force Tip Nozzle	TFTB357498	
Motorola Radio	869FBJ1452	
Skid Unit (includes the following)		
Pump w/Motor	00B2422	
Hannay Hose Reel w/Hose	1321508	
Hannay Hose Reel w/Hose	1321499	
Plas-Mac 318 Gallon Tank		
1988 Ford BP	1FDKF38M7JKA17489	SP 302-00037
300 Gallon Tank		SP 649-00092
Pump w/Motor	05F0700	SP 651-00113
18'Air-Cascade Trailer	5VYBL18279H001752	SP 334-00001
<b>Miscellaneous Equipment</b>		
300 Gallon Tank		
Hannay Hose Reel	344253	
Hale 18 HP Pump	85180	
Federal Siren Control		
Hale 18 HP Pump	100861	
Hose Reel	267550	
1" HP Hose Reel	1213388	
Wisconsin Fire Pump	N/A	SP 651-00074
Floto Pump	3520	
360 Gallon Tank	80004	
Hannay Hose Reel	344257	
Federal Siren Control		
CDM 1250 Radio	103TG UJ889	
CDM 1250 Radio	103TJQ3894	SP 602-00577
Blizzard Wizard Foam Unit	N/A	SP 646-00044
Ramsey Winch	1222659	SP 408-00014

Blizzard Wizard Foam Unit		SP 646-00044
300 Gallon Fiberglass Tank		SP 649-00117
300 Gallon Fiberglass Tank		SP 649-00119
300 Gallon Fiberglass Tank		SP 649-00120
300 Gallon Fiberglass Tank		SP 649-00121
Hannay Hose Reel	N/A	SP 652-00088
Hannay Hose Reel	1258481	

EF Johnson HH 800 MHz Radio	5170F3110C23529	SP 602-00596
Kenwood TK-2180 HH MIII TFS	B4500378	
Kenwood TK-2180 HH MIII TFS	B4500379	
Kenwood TK-2180 HH MIII TFS	B4500380	
Kenwood TK-2180 HH MIII TFS	B4500381	
Kenwood TK-2180 HH MIII TFS	B4500382	
Kenwood TK-2180 HH MIII TFS	B4500383	
Kenwood TK-2180 HH MIII TFS	B4500384	
Kenwood TK-2180 HH MIII TFS	B4500385	

Dexter T-600 Extractor	W1.20351.016	SP 608-00009
UVC 2 Hanging UV Light Unit	1197	SP 503-00009
UVC 2 Tripod UV Light Unit	1227	SP 503-00037

**3. Purpose.** The Town of Jones 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 Town of Jones, 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 Town of Jones 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 Town of Jones 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 Town of Jones 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 Town of Jones 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 Town of Jones shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

**7. Use of Equipment.** The Town of Jones 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 Town of Jones 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 Town of Jones 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 Town of Jones.

**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 Town of Jones/Jones 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, 2022.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 27 day of May, 2022.



Assistant District Attorney

## THE TOWN OF JONES

APPROVED AND AGREED TO by the Town of Jones this 7th day of June, 2022.

BY: Ray Poland, Mayor

Printed Name: Ray Poland

ATTEST: Jenny Waller, City Clerk

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

APPROVED AND AGREED TO by the Board this \_\_\_\_\_ day of

\_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Carrie Blumert, Member

By: \_\_\_\_\_  
Brian Maughan, Member

By: \_\_\_\_\_  
Kevin Calvey, Member

ATTEST:

\_\_\_\_\_  
David B. Hooten, County Clerk