

# PENDING APPROVAL

**REQUISITION SHEET MUST BE ATTACHED**  
**(Applies when agenda item requires a specific payment)**

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

For the Wednesday, August 11, 2010 Agenda  
*(Day of Meeting) (Date and Year of Meeting)*

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OR FILED

2010 AUG -5 P 2:56

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
COUNTY CLERK

DEPT.: Emergency Management BY: David Barnes EXT. 1369  
*(Department Requesting this item) (Contact person for this Item) (Contact's extension)*

NAME OF FUND: \_\_\_\_\_

**AGENDA ITEM DESCRIPTION:**

Discussion and possible action regarding renewal of annual Fire Equipment Agreements for fiscal year 2010-2011 between Harrah, Warr Acres and the Oklahoma County Board of County Commissioners.

(ALL NECESSARY DOCUMENTATION MUST BE ATTACHED FOR APPROVAL)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY D.A.  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

\_\_\_\_\_  
County Engineer

\_\_\_\_\_  
Assistant District Attorney

\_\_\_\_\_  
Purchasing Agent

NOTE: A COMMISSIONER MUST APPROVE ALL EMERGENCY REQUESTS  
FOR ANY ITEM SUBMITTED AFTER THE DEADLINE  
(THE DEADLINE IS 9:00AM ONE WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DATE OF REQUEST:  
\_\_\_\_\_

BY: [Signature]  
*(Person Submitting or Requesting Emergency Request)*

DATE OF APPROVAL:  
\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
COUNTY COMMISSIONER

Re-checked for privacy issues

Number of ORIGINAL DOCUMENTS you have attached: 2 NOTE: The County Clerk will keep one original and will return the remaining originals to you. If you provide only one original, the Board Secretaries will return one photocopy to you. However, if you have special circumstances that require the County Clerk to *(check one)*: \_\_\_\_\_ keep more than one original; or \_\_\_\_\_ return all originals to you, please describe them for the County Clerk's consideration: \_\_\_\_\_ Please return one (1) of the two (2) signed originals to Oklahoma County Emergency Management.

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**FIRE EQUIPMENT AGREEMENT  
BETWEEN  
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF WARR ACRES, OKLAHOMA**

(July 1, 2010 through June 30, 2011)

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 WARR ACRES**, a fire department organized under Title 19, Oklahoma Statutes, Sections 351 *et seq.* (1991 and Supp. 1998), (the "Fire Department").

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351 (1991 and Supp. 1998) to provide fire fighting service in Oklahoma County and to expend certain Oklahoma County funds to rent, lease and purchase fire fighting equipment;

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.* (1991 and Supp. 1998), and Title 19, Oklahoma Statutes, Section 351.3 (Supp. 1998), the Board and the City of Warr Acres 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 fire fighting equipment to the City of Warr Acres in return for the Fire District's 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, 2010 and shall terminate on June 30, 2011. 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 Warr Acres shall return the Equipment to the County.

2. **Equipment.** The Board shall provide the City of Warr Acres with the following fire fighting equipment (hereafter called the "Equipment"):

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<u>Property Description</u>	<u>Serial Number</u>	<u>County ID Number</u>
<b>2000 FORD 450 BP</b>	<b>1FDXF47F9YED42197</b>	<b>SP 302-00012</b>
Brush Guard	N/A	SP 302-00012
Skid Unit (Includes the following)		SP 649-00107
Pump w/Motor	00B1007	
Hannay Hose Reel w/hose	1258487	
Hannay Hose Reel w/hose	1258481	
Plas-Mac 318 Gal Tank	109PMISKU300	
Signal Vista Siren w/speakers	00060406	
Federal Signal Vista Light Bar		
Task Force Tip Nozzle	TFTB-317114	
Radio	869FAJ5079	SP 602-00505

3. **Purpose.** The City of Warr Acres shall use the Equipment for the purpose of providing fire fighting services to persons and property located within the unincorporated areas of Oklahoma County, including the Fire District, or, when provided by law or pursuant to an agreement under the Interlocal Cooperation Act, 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.

4. **Maintenance and Repair.** The City of Warr Acres 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, the 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 vehicle and 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.

5. **Indemnification.** The City of Warr Acres 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 fire fighting equipment or any action or causes of action arising there from pursuant to this Agreement. The City of Warr Acres 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 Warr Acres 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

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renewal policy shall be submitted immediately to: Oklahoma County Emergency Management Director, 320 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102.

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

7. **Use of Equipment.** The City of Warr Acres 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 thereon.

8. **Notice of Accidents.** Any 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 Warr Acres shall be solely liable for any 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 Warr Acres may, at the Fire Department's 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, Oklahoma City, Oklahoma 73102, within ten (10) days after receipt by the City of Warr Acres.

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, 2010.

APPROVED:



Oklahoma County Emergency  
Management Director

Approved as to form and legality this 17 day of July, 2010.



Assistant District Attorney

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APPROVED AND AGREED TO by the City of Warr Acres this 20<sup>th</sup> day of July 2010.

THE CITY OF WARR ACRES

BY: Patrick H. Woolley, Mayor

Printed Name: PATRICK H. WOOLLEY



[Signature]  
APPROVED AND AGREED TO by the Board this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

BOARD OF COUNTY COMMISSIONERS  
OF OKLAHOMA COUNTY, OKLAHOMA

By: \_\_\_\_\_  
Ray Vaughn, Chairman

By: \_\_\_\_\_  
Willa Johnson, Vice Chairman

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

ATTEST:

\_\_\_\_\_  
Carolynn Caudill, County Clerk