

the Town of Luther



**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, JUNE 14, 2022, AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING AGENDA

Official action can only be taken on items which appear on the agenda. The Trustees may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Trustees may refer the matter to the Chairman or the Town Attorney, or back to a committee or recommending body. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Determination of a quorum
6. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meetings of May 10, May 26 and June 6, 2022
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report
7. Consideration of Items Removed from the Consent Agenda
8. Trustee Comments
9. Police and Fire Reports
10. Manager's Report
11. Attorney's Report
12. **PUBLIC HEARING** on the FY 2022-2023 Town of Luther Budget for the purpose of discussing, developing and finalizing the Town of Luther budget for the fiscal year beginning July 1, 2022. A copy of the proposed budget is available at Luther Town Hall, 108 S. Main, Luther, OK.

Trustee One (Terry Arps)

13. Consideration, discussion and possible action to adopt Resolution 2022-03R, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, ADOPTING THE FISCAL YEAR 2022-2023 ANNUAL BUDGET FOR THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF THE MUNICIPAL BUDGET ACT
14. Report from Jennifer Edmunson – Metropolitan Library Liaison.

15. Consideration, discussion and possible action to approve the contract for prosecutorial services with Brent Coldiron for FY 22-23.
16. Consideration, discussion and possible action to approve the contract with the Childs Law Firm, PLLC, for FY 22-23.
17. Consideration, discussion and possible action to pay annual fees to Oklahoma Municipal League (OML) in the amount of \$1,380.04 for FY 22-23.
18. Consideration, discussion and possible action to approve three (3) School Resource Officer Mutual Cooperation Agreements with the Luther Public School District.
19. Consideration, discussion and possible action to approve the FY 22-23 Jail Services Agreement with the Oklahoma County Criminal Justice Authority.
20. Consideration, discussion and possible action to approve the FY 22-23 Fire Department Annual Equipment Agreement with Oklahoma County Emergency Management.

Trustee Two (Brian Hall)

Trustee Three (Carla Caruthers)

21. Consideration, discussion and possible action to purchase fireworks for the annual Independence Day Celebration scheduled for Saturday, July 2, 2022, in an amount not to exceed \$5,000.00.
22. Consideration, discussion and possible action to authorize the repair of Engine 757.

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Joshua Rowton)

23. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.
24. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes.
25. **Adjourn.**



Scherrie Pidcock, Town Clerk

Agenda Posted Monday, June 13, 2022, at Luther Town Hall, via MailChimp, on the website at www.townoflutherok.com and on Facebook at The Town of Luther, prior to 7:00 pm.

the Town of Luther



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**BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
TUESDAY, MAY 10, 2022, AT 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

REGULAR MEETING MINUTES

1. Call to order by **Mayor Terry Arps.**
2. Invocation was led by **Trustee Jeff Schwarzmeier.**
3. Pledge of Allegiance was led by **Terry Arps.**
4. Roll Call by **Terry Arps.** Present were **Terry Arps, Brian Hall, Carla Caruthers and Jeff Schwarzmeier.** Absent was **Joshua Rowton.**
5. Determination of a quorum was made by **Terry Arps.**
6. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meeting of April 12, 2022
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report – **Terry Arps made a motion to approve the consent agenda as presented, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
7. Consideration of Items Removed from the Consent Agenda – **None.**
8. Police and Fire Reports – **No Action**
9. Manager's Report – **No Action**
10. Town Attorney's Report – **No Action**
11. Trustee Comments – **Mayor Arps recognized Jason Seabolt, candidate for Oklahoma County District Judge, who was in attendance at the meeting.**

Trustee One (Terry Arps)

12. Consideration, discussion and possible action to enter into a General Mutual Cooperation Agreement with the Board of County Commissioners of Oklahoma County to assist the Town of Luther in the reconstruction, improvement, repair and maintenance of Town streets for the period of July 1, 2022, through June 30, 2023. – **Terry Arps made a motion to enter into the agreement as written, 2nd by Brian Hall. The Vote: All (4) Yes.**
13. Consideration, discussion and possible action to designate a Town Trustee, employee or volunteer to sit on the ACOG Bicycle and Pedestrian Advisory Committee

(BPAC). – **Terry Arps made a motion to designate Chris Ivich, member of the Parks Commission, to sit on this committee, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**

14. Consideration, discussion and possible action to designate a Town Trustee as a member of the Eastern Oklahoma County Medical Development Authority (EOCMDA). – **Terry Arps made a motion to designate Terry Arps as the trustee to represent the Town of Luther on the EOCMDA, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
15. Consideration, discussion and possible action to reestablish a lease agreement for the Luther Library, including responsibility for lawn care. **Terry Arps made a motion to direct Beth Ann Childs, Town Attorney, to draft a contract with the Metropolitan Library System, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
16. Consideration, discussion and possible action to update the fine/bond schedule by adding Accumulation of Trash or Weeds Unlawful, Sec 8-101. – **Terry Arps made a motion to update the schedule as presented, 2nd by Brian Hall. The Vote: All (4) Yes.**
17. Consideration, discussion and possible action to ratify a grant in the amount of \$6,689.91 for three (3) radios awarded to the Town of Luther for the Police Department, through the Department of Homeland Security, with radios to be purchased from Stolz Communication. – **Terry Arps made a motion to ratify the grant application as presented, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
18. Consideration, discussion and possible action to enter into a Cooperative Agreement between Oklahoma Tobacco Settlement Endowment Trust (TSET) and the Town of Luther for a Healthy Incentive Program Grant for Communities in the amount of \$36,000 for upgrades to Wildhorse Park. – **Terry Arps made a motion to enter into the agreement as written, 2nd by Brian Hall. The Vote: All (4) Yes.**
19. Consideration, discussion and possible action to approve a confidentiality agreement for Town employees as an addendum to the Town of Luther Personnel Manual. – **No Action.**
20. **PROPOSED EXECUTIVE SESSION:** Consideration and possible action to enter into Executive Session for confidential communications and discussions with legal counsel and other staff members as requested and required to discuss actual candidates for the position of Office Assistant as authorized by 25 O.S. §307(B)(1), and the employment, hiring, and appointment of any individual salaried public officer or employee for that position. – **Terry Arps made a motion to enter into Executive Session, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**
21. **PROPOSED ACTION FOLLOWING EXECUTIVE SESSION:** Consideration, discussion, and possible reasonable action, including extending an offer of

employment, appointment, and terms of employment, pertaining to the position of Office Assistant. – **Terry Arps made a motion to hire Dawn Shelton as part-time Office Assistant to work 24 hours per week for \$16.00 per hour, 2nd by Jeff Schwarzmeier. The Vote: All (4) Yes.**

Trustee Two (Brian Hall)

22. Consideration, discussion and possible action to enter into a Mutual Aid Agreement with the Town of Wellston and Wellston Public Works Authority. – **Brian Hall made a motion to enter into the agreement, 2nd by Terry Arps. The Vote: All (4) Yes.**
23. Consideration, discussion and possible action waive Town vendor fees for the Downtown Stump Speech Event on June 3, 2022. – **Brian Hall made a motion to waive the fees for the June 3, 2022, event, 2nd by Terry Arps. The Vote: All (4) Yes.**

Trustee Three (Carla Caruthers)

24. Report from Fire Department Advisory Committee Chairman, Phil Campbell. – **No Action.**

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Joshua Rowton)

25. Discussion and update regarding the title opinion on the Town-owned property at 3rd and Curtis. – **No Action.**
26. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda. – **None.**
27. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. – **None.**
28. Adjourn. – **Terry Arps made a motion to adjourn, 2nd by Carla Caruthers. The Vote: All (4) Yes.**



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MINUTES OF SPECIAL MEETING

BOARD OF TRUSTEES FOR THE TOWN OF LUTHER

THURSDAY, MAY 26, 2022, AT 6:30 P.M.

LUTHER TOWN HALL

108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054

1. Call to order by Terry Arps.
2. Invocation by Jeff Schwarzmeier.
3. Pledge of Allegiance was led by Terry Arps.
4. Roll Call was taken by Terry Arps. Present were Terry Arps, Brian Hall, Carla Caruthers, Jeff Schwarzmeier and Joshua Rowton. (All Present)
5. Determination of a quorum was made by Terry Arps.
6. Trustee Comments. – Terry Arps reported about information he learned regarding grants and committees while attending the ACOG meetings earlier in the day.
7. Presentation by Tim Blacksten of First Priority Alarm Systems, Inc. – No Action.

Trustee One (Terry Arps)

8. Consideration, discussion and possible action to renew the Radio System License Agreement with the City of Oklahoma City to continue Police Department radio communications. – Terry Arps made a motion to renew the agreement, 2nd by Carla Caruthers. The Vote: All (5) Yes.
9. Consideration, discussion and possible action to authorize Luther Friends of the Park to place fundraising and community garden signage at Wildhorse Park. – Terry Arps made a motion to approve signage at Wildhorse Park, 2nd by Carla Caruthers. The Vote: All (5) Yes.
10. Consideration, discussion and possible action to purchase a security camera system for 108 S Main Street. – Terry Arps made a motion to purchase the camera system at an amount not to exceed \$3820.00, 2nd by Joshua Rowton. The Vote: All (5) Yes.
11. Consideration, discussion and possible action to purchase a door access control system for 108 S Main Street. Terry Arps made a motion to purchase a door access control system at an amount not to exceed \$2140.00, 2nd by Jeff Schwarzmeier. The Vote: All (5) Yes.

Trustee Two (Brian Hall)

12. Consideration, discussion and possible action regarding the repair of the leaking roof at 119 S Main. – **Brian Hall made a motion to accept the quote from Holman Construction to repair the leaky roof at 119 N Main in the amount of \$900, 2nd by Jeff Schwarzmeier. The Vote: Four (4) Yes (Brian Hall, Carla Caruthers, Jeff Schwarzmeier, Joshua Rowton, One (1) Abstain (Terry Arps).**

Trustee Three (Carla Caruthers)

13. Report from Phil Campbell, Chairman of the Luther Fire Department Advisory Committee. – **Mr. Campbell gave an update to the Board. The committee met May 18 and decided to meet twice per month at Town Hall, on the 2nd Thursday and 4th Monday of the month. Vice Chair will be Gregg Atkisson, Brian Martin will be Secretary.**

Trustee Four (Jeff Schwarzmeier)

14. Discussion and Planning of Town budget for fiscal year 2022-2023. **Discussion was had regarding aspects of the budget and the Capital Outlay requests, including police and fire vehicles and a drone. - No Action.**

Trustee Five (Joshua Rowton)

15. Citizen participation: Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. – **Brandy Langston mentioned there is a license requirement for drones.**
16. Adjourn. – **Terry Arps made a motion to adjourn, 2nd by Carla Caruthers. The Vote: All (5) Yes.**



Minutes transcribed by Scherrie Pidcock, Town Clerk

the Town of Luther



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**MINUTES OF SPECIAL MEETING
BOARD OF TRUSTEES FOR THE TOWN OF LUTHER
MONDAY, JUNE 6, 2022, AT 6:30 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

1. Call to order by Mayor Terry Arps.
2. Invocation by Terry Arps.
3. Pledge of Allegiance was led by Terry Arps.
4. Roll Call by Terry Arps. Present were Terry Arps, Brian Hall, Carla Caruthers and Joshua Rowton. Jeff Schwarzmeier was absent.
5. Determination of a quorum by Terry Arps.
6. Trustee Comments. – None.

Trustee One (Terry Arps)

Trustee Two (Brian Hall)

Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

7. Presentation, discussion, and possible direction on the budget for Town of Luther for fiscal year 2022-2023, including all funds, revenues, expenditures, and other related matters associated with the budget. – **Lengthy discussion was had over all aspects of the draft of the budget. – No Action.**

Trustee Five (Joshua Rowton)

8. Citizen participation: Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes.- **JT Langston mentioned there may be grants available for drones.**
9. Adjourn. – **Terry Arps made a motion to adjourn, 2nd by Brian Hall. The Vote:**

Three (3) Yes. (Carla Caruthers was not present for the vote but returned after meeting adjourned.)

Minutes transcribed by Scherrie Pidcock, Town Clerk





Luther Police Department
108 S Main, PO Box 56
Luther, OK 73054
Phone: 405-277-3500
Fax: 405-277-4315
www.townoflutherok.com

LUTHER POLICE DEPARTMENT MAY 2022 STAT'S

Total calls for service 291

Agency assist 18
Alarm calls 1
Animal complaint 8
Assault & battery 1
Burglary 1
Disturbance/ unknown trouble 17
Extra patrol/ business check 61
Fire call 3
Follow-up investigation 7
Information report 17
Livestock complaint 7
Medical call 5
Motorist assist 5
Pedestrian check 5
Reckless driver complaint 6
Sexual offense 1
Mental health call 1
Suspicious person 8
Suspicious vehicle 3
Theft/ larceny 1

Traffic stop 63

Citations 42

Arrests total 17
Misdemeanor 15
Felony 2

Luther Fire/Rescue

Luther, OK

This report was generated on 6/13/2022 1:56:00 PM



Incident Statistics

Zone(s): All Zones | Start Date: 05/01/2022 | End Date: 05/31/2022

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		7	
FIRE		13	
TOTAL		20	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
700	0	0	1
723	0	0	4
TOTAL	0	0	5
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		1	
Aid Received		1	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
2		10	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1	0:11:18	0:11:39	
AVERAGE FOR ALL CALLS		0:12:51	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1	0:07:00	0:06:09	
AVERAGE FOR ALL CALLS		0:07:45	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Luther Fire/Rescue		34:24	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.

Luther Fire/Rescue

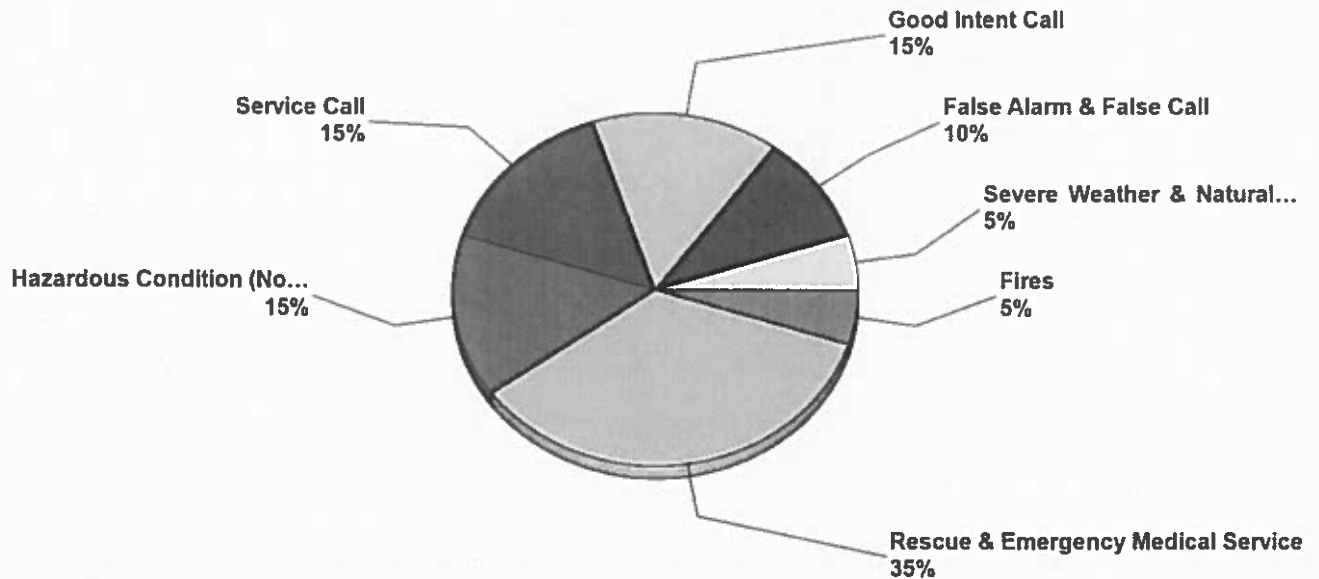
Luther, OK

This report was generated on 6/13/2022 1:56:40 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2022 | End Date: 05/31/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	5%
Rescue & Emergency Medical Service	7	35%
Hazardous Condition (No Fire)	3	15%
Service Call	3	15%
Good Intent Call	3	15%
False Alarm & False Call	2	10%
Severe Weather & Natural Disaster	1	5%
TOTAL	20	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



emergencyreporting.com
Doc Id: 553
Page # 1 of 2

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
143 - Grass fire	1	5%
311 - Medical assist, assist EMS crew	2	10%
321 - EMS call, excluding vehicle accident with injury	3	15%
322 - Motor vehicle accident with injuries	1	5%
324 - Motor vehicle accident with no injuries.	1	5%
412 - Gas leak (natural gas or LPG)	2	10%
463 - Vehicle accident, general cleanup	1	5%
551 - Assist police or other governmental agency	1	5%
553 - Public service	1	5%
554 - Assist invalid	1	5%
611 - Dispatched & cancelled en route	2	10%
622 - No incident found on arrival at dispatch address	1	5%
700 - False alarm or false call, other	1	5%
735 - Alarm system sounded due to malfunction	1	5%
814 - Lightning strike (no fire)	1	5%
TOTAL INCIDENTS:	20	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

RESOLUTION NO. 2022-03R

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER,
OKLAHOMA, ADOPTING THE FISCAL YEAR 2022-2023 ANNUAL BUDGET FOR
THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF
THE MUNICIPAL BUDGET ACT**

WHEREAS, the Board of Trustees of the Town of Luther, Oklahoma, desires for the provisions of the Municipal Budget Act (11 O.S. §17-201, et seq.) ("Act") to apply to the Town; and,

WHEREAS, the Public Hearing process set forth in the Act has been completed; and,

WHEREAS, the Act requires the annual budget to be adopted by the governing body of the Town by resolution no later than seven (7) days prior to the beginning of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LUTHER, OKLAHOMA, THAT:

1. The provisions of the Municipal Budget Act (11 O.S. §17-201, et seq.) are hereby adopted.
2. The accompanying budget document sets forth the estimated revenues and appropriations for each fund of the Town and is hereby formally adopted by the Board of Trustees of the Town of Luther, Oklahoma.
3. The accompanying budget document complies with the requirements of the Municipal Budget Act by including:
 - * A complete financial plan for the Town, showing revenues and expenditures, past and anticipated
 - * A Budget Message
 - * A Budget Summary for all Funds
 - * Fund Budget Summaries showing estimates of revenues and expenditures by Departmental Appropriations by Account Category
3. In accordance with the Act, the Board of Trustees has determined that expenditures and encumbrances may not be authorized that exceed the available appropriation of any department of any fund.
4. Only the Board of Trustees may authorize Budget Amendments involving any supplement, decrease or inter-departmental transfer or appropriation.

ADOPTED BY THE BOARD OF TRUSTEES ON THIS 14TH DAY OF JUNE, 2022.

MAYOR

ATTEST:

TOWN CLERK

Approved as to form and legality:

TOWN ATTORNEY

2022-2023 CONTRACT FOR TOWN PROSECUTOR

This agreement is between the **Town of Luther**, Oklahoma County, Oklahoma, and **Brent D. Coldiron**, an Oklahoma licensed attorney, for the position of Town Prosecutor.

1. **Term.** The term of this contract is for the fiscal year of July 1, 2022 to June 30, 2023. This contract shall thereafter renew and continue from fiscal year to fiscal year, subject to annual appropriation, annually renewing each July 1 hereafter, unless terminated by the Board of Trustees.
2. **Independent Contractor.** Brent D. Coldiron is an independent Oklahoma licensed attorney, and shall be free to practice law for others during those periods when not performing under this contract. As a professional person, he shall be an independent contractor providing legal services as the Town Prosecutor for the Town of Luther. As a professional person he shall control the conduct and means of performing the work required under this contract. He agrees to adhere to professional standards of conduct required by the Oklahoma Bar Association.
3. **Services to be Performed and Compensation.** Brent D. Coldiron shall appear at all Municipal Court dockets, negotiate with and enter into plea agreements with Defendants when appropriate, and prosecute and resist appeals of traffic citations and other violations of municipal ordinances. He shall be compensated at the rate of \$950 a month. In the event of an appeal to the District Court of Oklahoma County, he shall be compensated at the rate of \$150 per hour.
4. **Termination by Board of Trustees.** The Board of Trustees may terminate without cause the renewal of this contract for the next fiscal year by providing written notice of termination at any time.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Town of Luther, Oklahoma, this ____ day of _____, 2022.

TOWN OF LUTHER, OKLAHOMA

MAYOR

ATTEST:

TOWN CLERK

BRENT D. COLDIRON
TOWN PROSECUTOR

PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement ("the Agreement") is made and entered into by and between the Town of Luther ("Town"), and The Childs Law Firm, PLLC, 1015 South Detroit Avenue, Tulsa, Oklahoma 74120 ("Outside Counsel").

I. PURPOSE OF REPRESENTATION

Town is retaining Outside Counsel to provide counsel and legal advice to the Town relative to general municipal law.

II. OUTSIDE COUNSEL REPORTS TO BOARD OF TRUSTEES AND USE OF INDEPENDENT CONTRACTOR

Outside Counsel agrees to keep Town informed by:

- A. Communicating orally with the Board of Trustees and designated representatives as needed and as requested;
- B. Providing timely drafts and reviews of all legal opinions, memorandums, correspondence, and other documents to the Board of Trustees; and
- C. Submitting to the Board of Trustees a detailed monthly statement identifying by separate entries: (1) each date work was performed under the Agreement; (2) the amount of time billed for the work; (3) a description of the work performed; and (4) the dollar amount billed for the entry.

Outside counsel reports directly to the Board of Trustees. From time to time, Outside Counsel may utilize the services of attorney Kim Slinkard Payne, and John Dorman, experienced municipal practitioners and Independent Contractors of The Childs Law Firm, PLLC. The Board of Trustees, in approving this Agreement, specifically agrees to accept services provided by Ms. Payne and Mr. Dorman as directly overseen by the Principal, attorney Beth Anne Childs.

III. CONFLICTS OF INTEREST

Outside Counsel shall conduct a conflicts check covering potential and actual conflicts of interest before representing the Town. Outside Counsel shall promptly notify the Board of Trustees in writing of all actual or potential conflicts. Outside Counsel shall disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation. No waiver of an actual or potential conflict will be valid unless in writing.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

By executing this Agreement, Outside Counsel agrees to act in a timely manner in conducting work under this Agreement.

V. FEES AND EXPENSES

Town agrees to pay Outside Counsel the sum of \$100.00 per hour, to include travel time. The maximum fees and costs and expenses pursuant to this Agreement shall not exceed \$27,000.00.

Town will not pay administrative overhead, including time spent copying, filing, docketing or calendaring deadlines, reviewing or processing this Agreement or invoices for services or expenses rendered under this Agreement, or any clerical or secretarial work.

VI. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance with appropriate and adequate coverage. Upon request, Outside Counsel shall submit a certificate from its insurance carrier and shall promptly advise the Town if its insurance is canceled or lapses.

VII. RIGHT TO AUDIT

The Town shall have the right by use of internal or external resources to audit Outside Counsel's time records and billings, upon reasonable notice provided in writing to Outside Counsel. Outside Counsel will cooperate with an audit request by providing reasonable access to appropriate records and personnel necessary to conduct an audit.

VIII. RETENTION OF OUTSIDE COUNSEL

Outside Counsel is being retained because of Outside Counsel's experience and expertise in the area of municipal law. Outside Counsel will meet all ethical and professional standards applicable to government lawyers.

IX. ACCEPTANCES

This Agreement constitutes the entire agreement between the Town and Outside Counsel and supersedes all prior agreements, written or oral, relating to the subject matter. Any change must be made or confirmed in writing and duly executed by both parties.

X. ASSIGNABILITY OF AGREEMENT

This Agreement is personal in nature and may not be assigned by Outside Counsel.

XI. INDEPENDENT CONTRACTOR

Outside Counsel agrees and acknowledges that during the existence of this Agreement, it acts in the capacity of an independent contractor and that Outside Counsel is not an employee of the Town of Luther.

XII. APPLICABLE LAW AND VENUE

This Agreement and its incorporated documents shall be governed by and construed in accordance with the laws of the State of Oklahoma. The venue of any suit brought concerning this Agreement or its incorporated documents is fixed in any court of competent jurisdiction in Oklahoma County, Oklahoma.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days' written notice.

XIV. TERM

This Agreement shall commence on July 1, 2022, and shall remain in full force and effect through June 30, 2023 unless terminated as provided above.

IN WITNESS WHEREOF, this Agreement has been executed and is effective as of THIS 14th day of June, 2022.

THE CHILDS LAW FIRM, PLLC

By: _____
Beth Anne Childs
Attorney at Law

TOWN OF LUTHER

By: _____
Mayor William Terry Arps
Town of Luther

ATTEST:

Town Clerk



2022-2023 Service Fees for Luther

How Does It All Add Up?

2022-2023

Base	\$	500.00
Formula	\$	820.36
Per Capita	\$	59.68
Service Fees	\$	1,380.04

The following formula was used to figure your 2022-2023 service fees:

2020 Census Population	1,492
2021 Total Sales Tax Receipts	\$ 492,218.74
2021 Municipal Sales Tax Rate	3 %

Base = \$ 500

Formula = 2021 Total Sales Tax Receipts divided by 2021 Municipal Sales Tax Rate times .005.

Per Capita = 2020 Census Population times .04.

If a payment plan works best, please feel free to contact OML and make those arrangements.



OKLAHOMA MUNICIPAL LEAGUE, INC.

201 N.E. 23rd Street - Oklahoma City OK 73105

405-528-7515 - 800-324-6651 - 405-528-7560 Fax

May 9, 2022

Mayor Terry Arps
Town of Luther
PO Box 56
Luther, OK 73054

OML President
Mayor Kim Peterson
City of Guymon

District Towns East Representative
Karl Burkhardt
Stonewall

Dear Mayor Arps:

The Oklahoma Municipal League (OML) appreciates and values your continued support and participation in the League.

OML is your organization and as such we work diligently to provide members with the resources you need for your community. Below are a few examples of how OML has put revenue back into your community by our efforts at the Capitol:

OML has led the fight on comprehensive purchasing reform to streamline bidding in Oklahoma to increase purchasing power for municipalities and has also worked to increase purchasing limit caps and bidding thresholds.

- In 2021, the Governor signed HB1789 which allows for cooperative purchases and coordination with co-op purchasing organizations to drive down costs to maximize and leverage municipal purchasing power.
- In 2021, HB2862 raised the bidding threshold to \$100,000 for municipal governments, and this Session, SB173 was signed into law to provide the same thresholds for public works departments and other municipal trusts.

OML played a critical role in working with the Federal Government to ensure that dollars from the American Rescue Plan Act went directly to municipalities. OML then partnered with the State of Oklahoma to educate all Oklahoma municipalities about accepting and reporting ARPA funds.

- OML is assisting in the ongoing distribution of more than \$238 million directly to all Oklahoma municipalities.

In addition to all the incredible work OML does at the state Capitol on your behalf, we continue to provide the most comprehensive inquiry, research and training programs built to assist your community for any need.

Together we provide a unified voice for Oklahoma municipalities. The number one ingredient for success at the legislature and state agencies is a united and collective voice.

We are looking forward to continuing to work with you and your community for the betterment of Oklahoma cities and towns. Please feel free to contact OML at 405-528-7515 if you have questions or desire additional information.

Sincerely,
Mike Fina
Executive Director

SCHOOL RESOURCE OFFICER MUTUAL COOPERATION AGREEMENT

This mutual cooperation Agreement (the Agreement) made and entered into this 28th day of June, 2022, by and between the Town of Luther, a municipal corporation, (hereinafter the "Town"), and the Luther Public School District of Oklahoma County, Oklahoma, (hereinafter the "District"). Collectively, the Town and District are referred to as the "Parties" and individually as the "Party".

PURPOSE:

The purpose of establishing the terms under this Agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer (the "Officer").

ADMINISTRATION:

This Agreement shall be administered by the Chief of Police of the Town and the District Superintendent, and they shall have the authority to determine the duties to be performed by the Officer. The Chief of Police of the Town shall receive from the District periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

CONSIDERATION:

In addition to other amounts provided for under this Agreement, the District agrees to pay the Town for the use of one (1) Officer a total sum of \$40,341.14 for the term beginning August 1, 2022 through July 1, 2023 (the "Term"), payable by the 20th of each month during the Term in an amount of \$3,636.36. The Town will pay any remaining balance of the Officer's yearly salary, benefits and any appropriate Collective Bargaining Agreement terms. District may choose to pay the entire or remaining balance on the Term in one or more lump sums but not less than \$3,636.36 monthly.

TERM OF AGREEMENT:

This Agreement shall be in effect as of the date the Agreement is signed by the Parties and shall terminate on July 1, 2023, unless otherwise modified as provided herein. A Party to this Agreement may terminate this Agreement upon thirty (30) days written notice to the other Party to the Agreement.

AGENCY REPRESENTATIVES:

The Chief of Police and District Superintendent shall develop and implement policies and procedures for implementation and operation of this Agreement. The Parties shall at least annually review such policies and procedures and if necessary, advise any changes.

MODIFICATION OF AGREEMENT:

Modification of this Agreement shall be made only by written amendment by the Parties. Such modification shall include a written document setting forth the modifications, which is signed by all the Parties.

QUALIFICATIONS:

The Officer shall be a duly certified police officer of the Town and shall perform those tasks and duties delineated in the job description as approved by the Parties. The Town agrees and guarantees that the Officer will be, at all times, a certified police officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the Town of Luther, Oklahoma and as may be required by law. The Town warrants to the District that the Officer is fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by the Town for use by police officers, including, but not limited to, any weapons or equipment designed to or capable of causing harm to persons or property.

ASSIGNMENT OF SCHOOL RESOURCE OFFICER:

1. The Town agrees to provide the Officer to serve as a school resource officer at the location(s) within the District as directed by the District Superintendent.
2. The primary function of the Officer shall be to assist in the safety of the students and faculty and provide campus security. Specifically, the Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds, issue citations for criminal acts, and serve as liaison between the District, the Town of Luther police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

DUTIES OF SCHOOL RESOURCE OFFICER:

The Officer's duties will include, but not be limited to, the following:

- A. To be a certified police officer for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure with the District dealing with law enforcement matters.
- C. To coordinate with campus administration in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law enforcement education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and organizations associated with the campus and as a speaker on a variety of requested topics.
- H. The Officer will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm.

Disciplining students shall remain a District responsibility, and only when the District and the Officer agree that the Officer's assistance is needed to maintain a safe and proper school environment would the District request the Officer's involvement.

- I. If the District believes that in a given situation or incident there is a law violation, the District may request the Officer's involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the Officer.
- K. The Officer will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The Officer and the District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The Officer may be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Bullying – In person and through cyberspace;
 - Assistance in other crime prevention programs as assigned.
- N. The Officer will wear the approved Town uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the request of the school and/or the Town. The Chief of Police and the District shall jointly set expectation and resolve any disputes in this area.
- O. The Officer will wear their Town authorized duty weapons in accordance with Town policy.
- P. The Officer shall attend professional development training as required by the Town, the District and Officer training. This training will be scheduled outside the Officer's normal operating hours. The costs of any Officer training necessitated or requested under this Agreement shall be borne by District.

HOURS OF WORK:

- A. Unless otherwise directed by the District, the Town shall assign the Officer to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, the District shall be responsible for determining a consistent eight hour schedule per day for the Officer. Should the Officer attend activities outside their regular hours under this Agreement associated with the District, the Officer shall coordinate these events with their immediate supervisor, and such time shall be compensated by District.

ACCESS TO EDUCATION RECORDS:

- A. District officials shall allow the Officer to inspect and copy and public records maintained by the District to the extent allowed by law.
- B. If confidential student records information is needed by the Officer, the information may be released only as allowed by law.

EMPLOYMENT OF SCHOOL RESOURCE OFFICER:

- A. The Officer shall be an employee of the Town and shall be subject to the administration, supervision and control of the Town. In the event of need, in the sole discretion of the Chief of Police, Officer may be called for off-campus duties at any time during the Term of this Agreement.
- B. The Officer shall be subject to all personnel policies and practices of the Town except as such policies and practices may be modified by the terms and conditions of the Agreement.
- C. The Town, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the Officer.
- D. The Chief of Police and the District shall make a recommendation for the Officer position to the Town who shall assign such Officer. If the District is dissatisfied with an Officer who has been assigned, the District may request the Town for a new Officer. The District will forward the request to the Town for assignment of a different Officer as the Officer for that school.

WITNESS OUR HANDS this day and year first above written

“Town”

By: _____
Mayor

Date

Print: _____

“District”

By: _____
Title: _____

Date

Print: _____

By: _____
Title: _____

Date

Print: _____

SCHOOL RESOURCE OFFICER MUTUAL COOPERATION AGREEMENT

This mutual cooperation Agreement (the Agreement) made and entered into this _____ day of _____, 2022, by and between the Town of Luther, a municipal corporation, (hereinafter the "Town"), and the Luther Public School District of Oklahoma County, Oklahoma, (hereinafter the "District"). Collectively, the Town and District are referred to as the "Parties" and individually as the "Party".

PURPOSE:

The purpose of establishing the terms under this Agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer (the "Officer").

ADMINISTRATION:

This Agreement shall be administered by the Chief of Police of the Town and the District Superintendent, and they shall have the authority to determine the duties to be performed by the Officer. The Chief of Police of the Town shall receive from the District periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

CONSIDERATION:

In addition to other amounts provided for under this Agreement, the District agrees to pay the Town for the use of one (1) Officer a total sum of \$36,673.76 for the term beginning August 1, 2022 through May 31, 2023 (the "Term"), payable by the 20th of each month during the Term in an amount of \$3,667.38. The Town will pay any remaining balance of the Officer's yearly salary, benefits and any appropriate Collective Bargaining Agreement terms. District may choose to pay the entire or remaining balance on the Term in one or more lump sums but not less than \$3,667.38 monthly.

TERM OF AGREEMENT:

This Agreement shall be in effect as of the date the Agreement is signed by the Parties and shall terminate on May 31, 2023, unless otherwise modified as provided herein. A Party to this Agreement may terminate this Agreement upon thirty (30) days written notice to the other Party to the Agreement.

AGENCY REPRESENTATIVES:

The Chief of Police and District Superintendent shall develop and implement policies and procedures for implementation and operation of this Agreement. The Parties shall at least annually review such policies and procedures and if necessary, advise any changes.

MODIFICATION OF AGREEMENT:

Modification of this Agreement shall be made only by written amendment by the Parties. Such modification shall include a written document setting forth the modifications, which is signed by all the Parties.

QUALIFICATIONS:

The Officer shall be a duly certified police officer of the Town and shall perform those tasks and duties delineated in the job description as approved by the Parties. The Town agrees and guarantees that the Officer will be, at all times, a certified police officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the Town of Luther, Oklahoma and as may be required by law. The Town warrants to the District that the Officer is fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by the Town for use by police officers, including, but not limited to, any weapons or equipment designed to or capable of causing harm to persons or property.

ASSIGNMENT OF SCHOOL RESOURCE OFFICER:

1. The Town agrees to provide the Officer to serve as a school resource officer at the location(s) within the District as directed by the District Superintendent.
2. The primary function of the Officer shall be to assist in the safety of the students and faculty and provide campus security. Specifically, the Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds, issue citations for criminal acts, and serve as liaison between the District, the Town of Luther police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

DUTIES OF SCHOOL RESOURCE OFFICER:

The Officer's duties will include, but not be limited to, the following:

- A. To be a certified police officer for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure with the District dealing with law enforcement matters.
- C. To coordinate with campus administration in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law enforcement education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and organizations associated with the campus and as a speaker on a variety of requested topics.
- H. The Officer will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm.

Disciplining students shall remain a District responsibility, and only when the District and the Officer agree that the Officer's assistance is needed to maintain a safe and proper school environment would the District request the Officer's involvement.

- I. If the District believes that in a given situation or incident there is a law violation, the District may request the Officer's involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the Officer.
- K. The Officer will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The Officer and the District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The Officer may be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Bullying – In person and through cyberspace;
 - Assistance in other crime prevention programs as assigned.
- N. The Officer will wear the approved Town uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the request of the school and/or the Town. The Chief of Police and the District shall jointly set expectation and resolve any disputes in this area.
- O. The Officer will wear their Town authorized duty weapons in accordance with Town policy.
- P. The Officer shall attend professional development training as required by the Town, the District and Officer training. This training will be scheduled outside the Officer's normal operating hours. The costs of any Officer training necessitated or requested under this Agreement shall be borne by District.

HOURS OF WORK:

- A. Unless otherwise directed by the District, the Town shall assign the Officer to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, the District shall be responsible for determining a consistent eight hour schedule per day for the Officer. Should the Officer attend activities outside their regular hours under this Agreement associated with the District, the Officer shall coordinate these events with their immediate supervisor, and such time shall be compensated by District.

ACCESS TO EDUCATION RECORDS:

- A. District officials shall allow the Officer to inspect and copy and public records maintained by the District to the extent allowed by law.
- B. If confidential student records information is needed by the Officer, the information may be released only as allowed by law.

EMPLOYMENT OF SCHOOL RESOURCE OFFICER:

- A. The Officer shall be an employee of the Town and shall be subject to the administration, supervision and control of the Town. In the event of need, in the sole discretion of the Chief of Police, Officer may be called for off-campus duties at any time during the Term of this Agreement.
- B. The Officer shall be subject to all personnel policies and practices of the Town except as such policies and practices may be modified by the terms and conditions of the Agreement.
- C. The Town, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the Officer.
- D. The Chief of Police and the District shall make a recommendation for the Officer position to the Town who shall assign such Officer. If the District is dissatisfied with an Officer who has been assigned, the District may request the Town for a new Officer. The District will forward the request to the Town for assignment of a different Officer as the Officer for that school.

WITNESS OUR HANDS this day and year first above written

“Town”

By: _____
Mayor

Date

Print: _____

“District”

By: _____
Title: _____

Date

Print: _____

By: _____
Title: _____

Date

Print: _____

**OKLAHOMA COUNTY CRIMINAL
JUSTICE AUTHORITY – LUTHER POLICE DEPARTMENT
JAIL SERVICES AGREEMENT**

This Jail Services Agreement, made and entered into as of this 1st day of July, 2022, shall be between the Town of Luther, Oklahoma, an Oklahoma municipality (hereafter referred to as the "City"), the Oklahoma County Criminal Justice Authority (OCCJA) of Oklahoma County, State of Oklahoma, operating as the Oklahoma County Detention Center ("OCDC"), (hereinafter referred to as "OCCJA").

The parties listed above, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal of Agreement

- A. The term of this agreement shall be from the 1st day of July, 2022, at 12:01 a.m., to midnight on the 30th day of June, 2023, unless the parties agree in writing to a different starting time and date by attached amendment to this agreement. Billing will start upon receipt of any prisoner during the time period of this agreement.**
- B. This agreement may be renewed annually upon expiration for the same time period. The terms of each succeeding contract shall be the same as the previous contract, unless modified in writing and signed by all parties. This agreement is binding solely for the period shown on the face of the agreement and does not automatically renew under any circumstances.**

2. No Separate Legal Entity

No separate legal entity or organization is created by this agreement.

3. Definitions

- A. A "city prisoner" shall be defined as any prisoner incarcerated in the County Jail solely on municipal charges, solely on municipal convictions, and/or any other person that is otherwise held solely at the request of the law enforcement of the municipality who surrendered custody to OCDC.**
- B. A "hold for state prisoner" shall be defined as a prisoner arrested by a municipal police officer, with or without a warrant, for any alleged violation of Oklahoma state law. Hold for state prisoners will become**

city prisoners when all state charges have been declined or otherwise disposed of, and the prisoner is being held solely on municipal charge(s) and/or conviction(s).

- C. A "prisoner day" shall be defined as each calendar day, or partial day, that a city prisoner is incarcerated in the Oklahoma County Detention Center.

4. Purpose

The purpose of this agreement is to provide for the incarceration of city prisoners and "hold for state" prisoners within the OCDC, and to otherwise coordinate booking and detention functions.

5. Financial Obligation of the City

The financial obligations of the City under this agreement shall be limited to the monies set out below under section 7 titled "Compensation."

6. Termination

- A. This agreement may be terminated by any party for any reason, or for no reason, upon one-hundred-eighty (180) days written notice to the other parties.
- B. This agreement may be terminated by any party for cause upon the passage of sixty (60) days subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.
- C. This agreement may be modified or amended as agreed to by the parties prior to June 30, 2023

7. Compensation

As compensation for the services set out below, the City agrees to pay OCCJA, through OCDC, a rate of fifty-six dollars and fifteen cents (\$56.15) per prisoner per day the prisoner is held on behalf of the City. OCCJA shall assume responsibility for the incarceration of City prisoners within OCDC, and the administrator of that facility shall operate consistently with applicable Oklahoma statutes and the laws of the United States for detention of individuals for violation of municipal ordinances or otherwise held for municipal law enforcement.

The OCDC will prepare and submit statements no later than the 15th of each month following the month of service to the City on a claim form pursuant to statutory requirements. The City will use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

8. Services

In exchange for the above compensation, OCCJA agrees that OCDC that shall meet the standards set forth in 74 O.S. §192, and all constitutional rights as provided by Oklahoma and United States Constitutions. OCCJA shall provide the following services:

- A. The OCDC administrator hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the OCDC who are "city prisoners" or "hold for state prisoners", as defined herein.**
- B. The OCDC administrator shall permit the law enforcement officers of the City and the City's agents, in the pursuit of official duties as approved by the Chief of Police of the City, to enter OCDC at any and all hours in the course of the investigative process, including but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, the City assumes responsibility and liability for such prisoners until return to custody of OCDC.**
- C. OCDC shall allow the City access at all times to persons incarcerated pursuant solely to municipal ordinance violations and/or municipal convictions. The City assumes responsibility and liability for such prisoners or trustees until return to custody of OCDC.**
- D. When transportation and/or admittance into a medical facility is required or necessary, the City agrees to pay any costs incurred by OCDC for transportation and/or security for City prisoners while located off OCDC premises for medical diagnosis or treatment. The cost of transportation will be calculated using the IRS standard mileage rate as of July 1, 2022, and staff time will be calculated at \$35.00 per hour beginning at the time OCDC staff exits the OCDC premises with the City prisoner. Staff time shall be calculated in increments of .10 of an hour, rounded up to the next .10 hour. OCCJA will bill the city no later than the 15th of the following month for the related costs. The City will assume hospital watch within 4 hours of notification of the prisoner's admittance to the hospital. If the City does not assume hospital watch duties within 4 hours, the rate will increase to \$52.50 an hour for each hour that OCDC is required to**

maintain hospital watch, calculated in increments of .10 of an hour, rounded up to the nearest .10 hour.

9. Custody

A. For the purposes of this agreement, custody shall be deemed to pass from the City to the OCDC upon the City's presentation and OCDC acceptance of the documentation required by OCDC for booking of prisoners. For compensation purposes, the City's financial responsibility for City prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into OCDC.

B. The OCDC administrator agrees to accept and provide for the secure custody, care and safekeeping of all municipal prisoners.

C. The OCDC administrator shall coordinate with municipal judges of the City for the posting of bonds for those persons charged with violations of municipal ordinances.

All fines/ bonds will be posted with the Municipal Court Clerk's office. The City will be responsible for authorization of all own recognizance bonds on City prisoners. Municipal authorities of the City shall coordinate with OCDC to conduct any necessary video court appearances, including but not limited to arraignments, of prisoners on municipal charges.

D. The OCDC agrees to release City prisoners within a reasonable time upon notification or authorization to release, unless special circumstances exist. For compensation purposes, the City's financial responsibility ends at release and/or the date the County receives authorization from the City for release of City prisoner, unless the delay in release occurs due to error by the City officials.

10. Medical Care

The City will not present and/or transport any prisoner who is in need of immediate health care to OCDC. A City prisoner who indicates or shows a need for medical care must be taken to an approved emergency health care institution for treatment. Arrested persons who are not conscious, or who are semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the medical staff in the OCDC booking/receiving area, or who are otherwise in need of any medical care will be taken to a hospital prior to being presented for booking at OCDC. City law enforcement must present OCDC staff with paperwork showing either a refusal of medical treatment signed by a licensed medical doctor or proxy for a licensed medical doctor, or discharge paperwork from an approved emergency health care

institution, along with the required intake documentation or OCDC will refuse to take custody of the City prisoner until all paperwork is accepted.

Once the prisoner is in the custody of the OCDC, the OCDC administrator agrees to accept and provide for the secure custody, care and safekeeping of City prisoners, and shall provide City prisoners with the same level of medical care and services provided all other prisoners. The OCDC administrator agrees to provide transportation and security for "hold for state" prisoners requiring removal from the facility for emergency medical service. OCDC shall notify the designated contact person at the appropriate city police department when medical care is needed for a City prisoner at an outside medical care facility. The City agrees to provide transportation to and from medical facilities outside OCDC for any City prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means, including but not limited to ambulance, as the prisoner's medical condition requires, in the circumstances allow for such arrangements to be made without exacerbating the medical condition of the prisoner or endangering his or her life due to delay of medical services.

Nothing in this agreement shall limit the ability of the OCDC to collect the fees for medical services as set forth in 19 O.S. §531.

In the event that a City prisoner requires medical services/treatment off-site, City will be liable for any such expenses incurred including any transportation costs. City further agrees that it is the party primarily responsible for paying any such medical and related expenses and agree to hold County and OCCJA harmless and indemnify the County and OCCJA for any and all such expenses.

11. Severable Liability

A. This Agreement shall not be construed as creating any agency or third-party beneficiary agreements in any form or manner.

B. All parties herein shall be exclusively liable for loss resulting from torts or torts of employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. §§151-172, inclusive last amended. All parties shall be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the Constitution as required by law. No party shall be liable for the acts or omissions of the other parties.

12. Notices

All notices required under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the City, County, and OCCJA at the following addresses:

If to Mayor, City of _____

City: Address: _____

_____, Oklahoma _____

Chief of Police, City of _____

Address: _____

_____, Oklahoma _____

OCCJA

CEO

201 N. Shartel Ave.

Oklahoma City, OK 73102

13. Fiscal Limitations

The obligation of the parties to pay out funds in support of this agreement is specifically subject to the appropriation of sufficient funds for said purpose under the laws of the State of Oklahoma.

14. Non-Assignable

This agreement shall be non-assignable unless agreed to in writing by all parties.

15. Severable

The provisions of this agreement shall be considered severable and in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the agreement.

16. Laws and Regulations

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma. In particular, the provisions of 74 O.S. §192 shall apply.

17. Multiple Copies

This agreement may be copied, each of which shall be deemed an original.

18. Inspections

The OCDC administrator shall make available upon request any and all inspection reports concerning the facility to the Chief of Police and/or City Manager of the City or their designees in a timely manner. This provision does not intend, suggest, or create any liability, or indicate the City has or exerts any control of OCDC. It is intended solely to allow monitoring of jail standards.

19. Security

City personnel shall at all times comply with all security and confidentiality regulations provided to them by OCDC. Information belonging to the County, OCCJA, OCDC, or any employees of those entities will be safeguarded by the City as its own information of like kind, subject to disclosures required by law.

20. Transportation of City Prisoners

The City assumes responsibility for the transportation of City prisoners to all municipal court appearances and shall coordinate with municipal judges of the City for the posting of municipal bonds.

21. Amendments

Any amendments to this agreement must be in writing and approved by all parties.

22. Complete Agreement

This represents the complete agreement of the parties regarding all matters addressed herein. No oral agreements or representations shall be considered binding on any party.

SIGNATURE PAGE FOLLOWS

APPROVED as to form and legality this _____ day of _____, 20____

By _____ Date _____
Mayor of Luther

Town Clerk of Luther

Reviewed as to form and legality this _____ day of _____, 20____

Municipal Counselor of Luther



Luther

Oklahoma County Emergency Management

320 Robert S. Kerr, Suite 101 • Oklahoma City, Oklahoma 73102-3441
(405) 713-1360

May 31, 2022

RE: Fire Department Annual Equipment Agreement

Please find attached two (2) **ORIGINAL** Annual Fire Equipment Agreement documents between your jurisdiction and the Oklahoma County Board of County Commissioners for Fiscal Year 2022-2023. After obtaining applicable signatures, including a Town/City Clerk or Department Board Secretary, please return **BOTH ORIGINAL** documents to:

Oklahoma County Office of Emergency Management
ATTN: David K. Barnes, Director
320 Robert S. Kerr, Suite 101
Oklahoma City, Oklahoma 73102

For those departments utilizing the Oklahoma County Emergency Management-provided VHF radio system as their primary method of radio communications, and as noted in your Annual Agreement, payment of the \$2,000.00 "Eastern Oklahoma County Fire Service Technology Fee" is due within sixty (60) days of the execution of the Annual 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 indicated above.

Following approval by the Board of County Commissioners, I will return one (1) original of the signed Annual Agreement to you. If you have any questions or need additional information, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "DKB", with a long horizontal flourish extending to the right.

David K. Barnes, Director
Oklahoma County Office of Emergency Management
(405) 713-1369 office
(405) 766-9816 cell
E-mail: dbarnes@oklahomacounty.org

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

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 LUTHER, 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 Luther 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 Luther in return for the Town of Luther'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, 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 Luther shall return the Equipment to the County.

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

Property Description	Serial Number	County ID Number
2018 Dodge RAM 4500, Cab & Chassis	3C7WRLAL1JG362073	SP 302-00065
2000 Ford BP F-450	1FDXF47F2YED42199	SP 302-00014
Brush Guard	N/A	SP 302-00014
Signal Vista Siren w/Speakers	00060408	
Task Force Tip Nozzle	TFTB-317114	
Motorola Radio	869FAJ8798	
Skid Unit Bed (includes the following)		SP 649-00123
Black Poly 300 gallon Tank		SP 649-00125
Waterous Vanguard 18hp pump	131286	SP 651-00121
Hannay Hose Reel		SP 652-00089
Hannay Hose Reel	885712	SP 652-00090
Skid Unit Bed (includes the following)		SP 649-00124
Black Poly 300 gallon Tank		SP 649-00126
Waterous Vanguard 18hp pump	131285	SP 651-00120
Hannay Hose Reel	1027470	SP 652-00091
Hannay Hose Reel	1025668	SP 652-00092
Skid Unit (includes the following)		
Pump w/Motor	00B1009	
Hannay Hose Reel w/Hose	1258486	
Hannay Hose Reel w/Hose	1258482	
Plas-Mac 318 Gallon Tank	109PMISKU300	
1986 Ford BP	1FDHF38L8FKB61402	SP 301-00010
300 Gallon Tank	85-0901	SP 649-00079
Hannay Hose Reel	453466	SP 652-00078
Miscellaneous Equipment		
1500 Gallon Poly Tank	110526	SP 649-00122
300 Gallon Tank	071884	SP 649-00075
Hannay Hose Reel	759205	
18 HP Vanguard Hale Pump	02F0938	
Hannay Hose Reel	N/A	SP 652-00027
Hannay Hose Reel	18248	

Hannay Hose Reel	1713162	
Honda 18 HP Pump	P702-1218	
Floto Pump	1177	
EF Johnson Radio	5170F3011C36069	SP 602-00637
EF Johnson Radio	5170F3011C36092	SP 602-00638
EF Johnson Mobile 800 MHz Radio	5378H2414C21742	SP 602-01037
Motorola CDM-1250	103TMJ8343	
Motorola CDM-1250	103TMJ8322	
Motorola APX7500 Mobile Radio	656CNM0195	SP 602-00656
Kenwood TK-2180 HH MIII TFS	B4500396	
Kenwood TK-2180 HH MIII TFS	B4500397	
Kenwood TK-2180 HH MIII TFS	B4500398	
Kenwood TK-2180 HH MIII TFS	B4500399	
Kenwood TK-2180 HH MIII TFS	B4500400	
Kenwood TK-2180 HH MIII TFS	B4500401	
Kenwood TK-2180 HH MIII TFS	B4500402	
Kenwood TK-2180 HH MIII TFS	B4500403	
Kenwood TK-2180 HH MIII TFS	B4500404	
Kenwood TK-2180 HH MIII TFS	B4500405	
Kenwood TK-2180 HH MIII TFS	B4500406	
Kenwood TK-2180 HH MIII TFS	B4500407	
Kenwood TK-7180 HH MIII TFS	B4800073	
Kenwood TK-7180 HH MIII TFS	B4800074	
Kenwood TK-7180 HH MIII TFS	B4800075	
Kenwood TK-7180 HH MIII TFS	B4800076	
Kenwood TK-7180 HH MIII TFS	B4800077	
Kenwood TK-7180 HH MIII TFS	B4800078	
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Kenwood TK-7180 HH MIII TFS	B4800080	
Kenwood TK-7180 HH MIII TFS	B4800086	
Kenwood TK-7180 HH MIII TFS	B4800087	
UVC 2 Hanging UV Light Unit	1198	SP 503-00010
UVC 2 Tripod UV Light Unit	1233	SP 503-00043

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

7. Use of Equipment. The Town of Luther 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 Luther 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 Luther 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 Luther.

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 Luther/Luther 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 LUTHER

APPROVED AND AGREED TO by the Town of Luther this _____ day of _____, 2022.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, 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

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

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 LUTHER, 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 Luther 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 Luther in return for the Town of Luther'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:

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

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

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APPROVED:



Director, Oklahoma County Emergency Management

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



Assistant District Attorney

THE TOWN OF LUTHER

APPROVED AND AGREED TO by the Town of Luther this _____ day of _____, 2022.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, 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



SALES ORDER

5100 E Seward Road
Guthrie, OK 73044 USA
Phone: 1-833-272-7976

SALE NUMBER: 14190
SALE DATE: 6/9/2022

Ship from	Bill to	Ship to
ARC Pyrotechnics, Inc. 5100 E Seward Road Guthrie, OK 73044 USA	Town of Luther PO Box 56 Luther, OK 73054 USA	Town of Luther PO Box 56 Luther, OK 73054 USA

NEQ per uni	Weight per uni	Product ID	Description	Quantit
7.50	15.00	3SME	3" Shell Module "E" 36/1	2
15.00	30.00	3SMC	3 Inch Shell Module "C" 72/1	2
9.50	19.00	4SMD	4 Inch Shell Module "D" 18/1	2
1.50	2.95	3FC-PP-AST	3" FC Asst Peonies w/Palm Pist (R,G,P,Y,B) (5)	6
		SL1901	100 Shot Red to Blue Tail, Red to Blue Dahlia w/ White Strobe	1
		SL1906	108 Shot W Shape Silver Crackling Brocade Red Strobe Tail w/ Chrys t	1
		CP300CTX^H	300 Shot Color Comets (H Shape) (15 Seconds)	1
8.00	31.00	CP120CD^Z	120 Shot Color Dahlia (Z) 15-Sec	1
0.25	0.50	3SL-TS-ST	3" Titanium Salute w/Silver Tail	12
4.25	17.00	CK49-CSXK	49 Shots Color Crackling Chrys 30-Sec	2
11.00	42.60	CP130CFL^Z	130 Shot Color Falling Leaves (Z) 30-Sec	1
6.50	25.00	CP480-SD^Z	480 Shot Splendid Dinner (Z) 28-Sec	1
12.50	50.00	CP150-BOH	150 Shot Battle of Heroes 24-Sec	1
19.00	38.00	4SMA	4 Inch Shell Module "A" 36/1	2
		4SM2020P	4 in 2020 Shell Module Peony 18/1	2
15.00	55.00	CF200MNRGPLB	200 Shot Fan Mine R,G,P,L,B 20-Sec	1

Subtotal:	4,873.05
Production Fee:	76.95
Equipment Rental:	50.00
Total:	5,000.00



Myder Fire Support Services

Phone: (405) 222-9366

Fax: (405) 222-9386

**Luther Fire Department Estimate for Repair on Engine-757
06/08/2022**

To: Fire Chief Joseph Figueroa

Unit: Engine-757 Make: 1995 Freightliner/E-One SO: 14832

Vin: 1FV6JLCB55L612707 Pump: Hale QSG 125-23L SN: P67919 Miles: 106,555

Repair 1. Remove and Install Pump Packing

Labor: \$1,800.00

Packing: \$275.00

Misc: \$45.00

Callout Fee: \$350.00

Labor: \$1,800.00

Parts: \$275.00

Misc: \$45.00

Freight: \$35.00

Estimate Total: \$2,505.00

***** This is not a quote. This is a working estimate. Any hidden or unforeseen damage will be brought to the AHJ and a new estimate shall be provided. No further repairs shall be made without the authorization of the AHJ.**

**Thomas Lau
Myder Fire Support Services
(405) 222-9366
myderoffice@yahoo.com**