

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE NEWALLA FIRE DEPARTMENT

July 1, 2025, through June 30, 2026

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 NEWALLA FIRE DEPARTMENT**, a fire department organized under Title 19, Oklahoma Statutes, Sections 351 *et seq.*, (the "Fire Department").

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

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.3, the Board and the Newalla Fire Department 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 Newalla Fire Department 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, 2025, and shall terminate on June 30, 2026. 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 Newalla Fire Department shall return the Equipment to the County.

2. Equipment. The Board shall provide the Newalla Fire Department with the firefighting equipment listed on Attachment A of this Agreement (hereinafter called the "Equipment").

3. Purpose. The Newalla Fire Department 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 Fire District, 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 Newalla Fire Department 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 Newalla Fire Department 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 Newalla Fire Department 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 Newalla Fire Department 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 Newalla Fire Department shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

7. Use of Equipment. The Newalla Fire Department 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 Newalla Fire Department 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 Newalla Fire Department 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, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the Newalla Fire Department.

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, 2025.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 6th day of June, 2025.

[Signature]
Assistant District Attorney

THE NEWALLA FIRE DEPARTMENT

APPROVED AND AGREED TO by the Newalla Fire Department this 18th day of August, 2025.

BY: [Signature], Chief

Printed Name: Gary Crouch Jr

ATTEST: _____, Secretary

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

APPROVED AND AGREED TO by the Board this _____ day of _____, 2025.

By: _____
Jason Lowe, Member

By: _____
Brian Maughan, Member

By: _____
Myles Davidson, Member

ATTEST:

Maressa Treat, County Clerk

Attachment A
Annual Fire Equipment Agreement, FY 2025-2026
Newalla Fire Department Equipment Inventory

County ID	Property Description	Serial
SP 302-00039	2002 Ford F-450 Fire Truck	1FDXF47F92EB98013
SP 302-00050	1995 Ford F350 Fire Truck	1FDKF38F0SEA55910
SP 302-00081	2025 Ford F-350 Ext Cab Chassis	1FD8X3FN2SED41095
SP 324-00003	5 HP Compressor	None
SP 417-00014	Generator	1012883
SP 503-00017	Hanging UVC 2 Sterilization Light	2UVC15A-01207
SP 503-00018	Hanging UVC 2 Sterilization Light	2UVC15A-01208
SP 503-00044	Tripod UVC 2 Sterilization Light	2UVC15A-01234
SP 503-00045	Tripod UVC 2 Sterilization Light	2UVC15A-01200
SP 630-00002	Heating Unit W/Grill	4129207
SP 630-00003	Heating Unit W/Grill	4129208
SP 630-00004	Electric Heater	None
SP 646-00043	Biosystem CO response kit	None
SP 649-00128	300 Gallon Poly Water Tank	None
None	Federal Siren Control	SW300-012B
None	Pump Motor	08F0429
None	Hannay Hose Reel 1"	1389794
None	Hannay Hose Reel 5/8"	1389798
None	Plas-Mac 318 Gallon Tank	
None	1000-1200 Gallon Tank	
None	Hannay Hose Reel	664571
None	Hose Reel	522534
None	1" HP Hose Reel	1213386
None	Hannay Electric Hose Reel	P896903
None	Kenwood TK-2180	B4500408
None	Kenwood TK-2180	B4500410
None	Kenwood TK-2180	B4500411
None	Kenwood TK-2180	B4500412
None	Kenwood TK-2180	B4500413
None	Kenwood TK-2180	B4500414
None	Kenwood TK-2180	B4500415
None	Kenwood TK-7180	B4700039
None	Kenwood TK-7180	B4700040
None	Kenwood TK-7180	B4700041
None	Kenwood TK-7180	B4700042
None	Kenwood TK-7180	B4700043
None	Kenwood TK-7180	B4700044
None	Motorola Radio	428FPJ7944

ARPA Funded Radios

County ID	Property Description	Serial
SP 602-01370	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015601
SP 602-01371	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015605
SP 602-01372	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015607
SP 602-01373	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015615

SP 602-01374	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015616
SP 602-01375	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015620
SP 602-01376	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015622
SP 602-01377	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015634
SP 602-01378	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015640
SP 602-01379	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015669
SP 602-01380	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015671
SP 602-01381	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015672
SP 602-01382	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015678
SP 602-01383	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015681
SP 602-01384	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015686
SP 602-01385	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015690
SP 602-01386	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015696
SP 602-01387	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015697
SP 602-01388	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015698
SP 602-01389	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015703
SP 602-01390	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015855
SP 602-01391	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015897
SP 602-01392	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015925
SP 602-01393	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015944
SP 602-01651	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032675
SP 602-01652	L3Harris Control Head for XL-185M	A40314037138
SP 602-01653	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032676
SP 602-01654	L3Harris Control Head for XL-185M	A40314037108
SP 602-01655	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032677
SP 602-01656	L3Harris Control Head for XL-185M	A40314037112
SP 602-01657	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032733
SP 602-01658	L3Harris Control Head for XL-185M	A40314036964
SP 602-01659	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032734
SP 602-01660	L3Harris Control Head for XL-185M	A40314037189
SP 602-01661	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032735
SP 602-01662	L3Harris Control Head for XL-185M	A40314037186
SP 602-01663	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032736
SP 602-01664	L3Harris Control Head for XL-185M	A40314036967
SP 602-01754	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032640
SP 602-01755	L3Harris Control Head for XL-185M	A40314036945
SP 602-01756	L3Harris Control Head for XL-185M	A40314036955
SP 602-01821	Unication G4D 700/800 MHz Voice Pager	G4DSF10021
SP 602-01822	Unication G4D 700/800 MHz Voice Pager	G4DSF10022
SP 602-01823	Unication G4D 700/800 MHz Voice Pager	G4DSF10023
SP 602-01824	Unication G4D 700/800 MHz Voice Pager	G4DSF10024
SP 602-01825	Unication G4D 700/800 MHz Voice Pager	G4DSF10025
SP 602-01826	Unication G4D 700/800 MHz Voice Pager	G4DSF10026
SP 602-01827	Unication G4D 700/800 MHz Voice Pager	G4DSF10027
SP 602-01828	Unication G4D 700/800 MHz Voice Pager	G4DSF10028
SP 602-01829	Unication G4D 700/800 MHz Voice Pager	G4DSF10029
SP 602-01830	Unication G4D 700/800 MHz Voice Pager	G4DSF10030
SP 602-01831	Unication G4D 700/800 MHz Voice Pager	G4DSF10031
SP 602-01832	Unication G4D 700/800 MHz Voice Pager	G4DSF10032
SP 602-01833	Unication G4D 700/800 MHz Voice Pager	G4DSF10033
SP 602-01834	Unication G4D 700/800 MHz Voice Pager	G4DSF10034

SP 602-01835	Unication G4D 700/800 MHz Voice Pager	G4DSF10035
SP 602-01836	Unication G4D 700/800 MHz Voice Pager	G4DSF10036
SP 602-01837	Unication G4D 700/800 MHz Voice Pager	G4DSF10037
SP 602-01838	Unication G4D 700/800 MHz Voice Pager	G4DSF10038
SP 602-01839	Unication G4D 700/800 MHz Voice Pager	G4DSF10039
SP 602-01840	Unication G4D 700/800 MHz Voice Pager	G4DSF10040
SP 602-01986	6-Bay Premium Chargers for XL-200P Radios	2308600017

#340

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

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

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

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

DATE OF REQUEST: 6 / 4 / 25 . **COUNTY DEPARTMENT MAKING REQUEST:**
Emergency Management

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

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

DAIR
COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY

REPLY BY DISTRICT ATTORNEY:

RECEIVED

JUN 04 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

**Vicki Behenna
DISTRICT ATTORNEY**

By: