

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

July 1, 2024, through June 30, 2025

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 FOREST PARK, 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 Forest Park 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 Forest Park in return for the Town of Forest Park'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, 2024, and shall terminate on June 30, 2025. 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 Forest Park shall return the Equipment to the County.

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

<b>County ID</b>	<b>Property Description</b>	<b>Serial</b>
SP 302-00040	2003 Ford Brush Pumper	1FDXF47PX3ED01692
SP 302-00046	2005 Ford 1 Ton 4X4 Firetruck	1FDXF47P75ED26391
SP 503-00008	Hanging UVC 2 Sterilization Light	2UVC15A-01194
SP 503-00038	Tripod UVC 2 Sterilization Light	2UVC15A-01228
SP 602-00578	Motorola Handheld Radio	749TJUU038
SP 602-00579	Motorola Handheld Radio	749TJUU027
SP 602-00665	Kenwood TK790HKBK9FHDH1 (VHF)	B3100118
SP 602-01982	6-Bay Premium Chargers for XL-200P Radios	2308600003
SP 608-00005	Washer Dexter 40 lb. T-600	W1.20351.014
None	Kenwood TK-2180 HH MIII TFS	B4300274
None	Kenwood TK-2180 HH MIII TFS	B4300275
None	Kenwood TK-2180 HH MIII TFS	B4300276
None	Kenwood TK-2180 HH MIII TFS	B4300278
None	Kenwood TK-2180 HH MIII TFS	B4300279
None	Kenwood TK-2180 HH MIII TFS	B4300394
None	Kenwood TK-2180 HH MIII TFS	B4300395
None	Kenwood TK-2180 HH MIII TFS	B4300396
None	Kenwood TK-2180 HH MIII TFS	B4300397
None	Kenwood TK-2180 HH MIII TFS	B4300398
None	Kenwood TK-2180 HH MIII TFS	B4300399
None	Kenwood TK-2180 HH MIII TFS	B4300400
None	Kenwood TK-2180 HH MIII TFS	B4300286
None	1 1/2" HP Hose Reel	1600094
None	1/2" HP Hose Reel	1600095
None	Honda GX 610 Pump	None
None	Federal Vista Light/Siren	690010
None	Ramsey Winch	K10403046
None	Southern Siren Control	30239
None	UL 503 Pro-Pak Foam Unit	None
None	18 HP Vanguard Pump	None
None	300 Gallon tank	None
None	Kenwood TK-7180-K	B4700045
None	Kenwood TK-7180-K	B4700054
None	Kenwood TK-7180-K	B4700076
None	Kenwood TK-7180-K	B4700077
None	Kenwood TK-7180-K	B4700078
None	Kenwood TK-7180-K	B4700079
None	Motorola PM-400	019TLY7421
None	Motorola PM-400	019TLY7430



**ARPA Funded Radios**

<b>County ID</b>	<b>Property Description</b>	<b>Serial</b>
SP 602-01273	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014512
SP 602-01274	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014517
SP 602-01275	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014522
SP 602-01276	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014524
SP 602-01277	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014535
SP 602-01278	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014537
SP 602-01279	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014567
SP 602-01280	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014568
SP 602-01281	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014578
SP 602-01282	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014592
SP 602-01283	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014599
SP 602-01284	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014601
SP 602-01523	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032284
SP 602-01524	L3Harris Control Head for XL-185M	A40314037225
SP 602-01525	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032285
SP 602-01526	L3Harris Control Head for XL-185M	A40314037226
SP 602-01527	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032286
SP 602-01528	L3Harris Control Head for XL-185M	A40314037221
SP 602-01529	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032287
SP 602-01530	L3Harris Control Head for XL-185M	A40314037220
SP 602-01731	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032882
SP 602-01732	L3Harris Control Head for XL-185M	A40314037265
SP 602-01739	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032331
SP 602-01740	L3Harris Control Head for XL-185M	A40314036948
SP 602-01741	L3Harris Control Head for XL-185M	A40314036961
SP 602-01877	Unication G4D 700/800 MHz Voice Pager	G4DSF1177
SP 602-01878	Unication G4D 700/800 MHz Voice Pager	G4DSF1178
SP 602-01879	Unication G4D 700/800 MHz Voice Pager	G4DSF1179
SP 602-01880	Unication G4D 700/800 MHz Voice Pager	G4DSF1180
SP 602-01881	Unication G4D 700/800 MHz Voice Pager	G4DSF1181
SP 602-01882	Unication G4D 700/800 MHz Voice Pager	G4DSF1182
SP 602-01883	Unication G4D 700/800 MHz Voice Pager	G4DSF1183
SP 602-01884	Unication G4D 700/800 MHz Voice Pager	G4DSF1184
SP 602-01885	Unication G4D 700/800 MHz Voice Pager	G4DSF1185
SP 602-01886	Unication G4D 700/800 MHz Voice Pager	G4DSF1186
SP 602-01887	Unication G4D 700/800 MHz Voice Pager	G4DSF1187
SP 602-01888	Unication G4D 700/800 MHz Voice Pager	G4DSF1188
SP 602-01889	Unication G4D 700/800 MHz Voice Pager	G4DSF1189
SP 602-01975	Unication G4D 700/800 MHz Voice Pager	G4DSF1175
SP 602-01976	Unication G4D 700/800 MHz Voice Pager	G4DSF1176

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

**7. Use of Equipment.** The Town of Forest Park 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 vehicles 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 Forest Park 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 Forest Park 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 Forest Park.

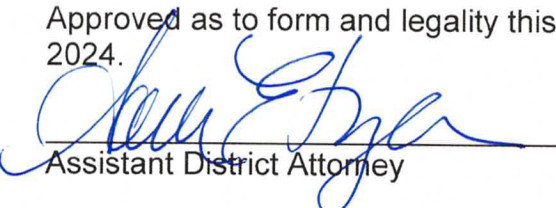
**11. Breach of Agreement.** Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

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, 2024.

APPROVED:

  
\_\_\_\_\_  
Director, Oklahoma County Emergency Management

Approved as to form and legality this 29 day of May, 2024.

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

## THE TOWN OF FOREST PARK

APPROVED AND AGREED TO by the Town of Forest Park this 20 day  
of June

\_\_\_\_\_, 2024.

BY: George H. Smith, Mayor

Printed Name: George H. Smith

ATTEST: Minnie Vickers Johnson, City Clerk

## BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

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

\_\_\_\_\_, 2024.

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

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

By: \_\_\_\_\_  
Myles Davidson, Member

ATTEST:

\_\_\_\_\_  
Maressa Treat, County Clerk

#360

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

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

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

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

**DATE OF REQUEST:** 5 / 29 / 24 . **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 Bethany, Choctaw, Deer Creek, Del City, Edmond, Forest Park, Harrah, Hickory Hills, Nichols Hills, Spencer, and The Village. Modifications from the previous versions include inventory changes and applicable dates. Copies of the previous Annual Agreement for each jurisdiction are attached.*

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

  
COUNTY OFFICER

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY**

**REPLY BY DISTRICT ATTORNEY:**



Vicki Behenna  
DISTRICT ATTORNEY

By: 

RECEIVED

MAY 29 2024

CIVIL DIVISION  
DISTRICT ATTORNEY