

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

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 TOWN OF ARCADIA, 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 Arcadia 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 Arcadia in return for the Town of Arcadia'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, 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 Town of Arcadia shall return the Equipment to the County.

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

3. Purpose. The Town of Arcadia 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 Arcadia, 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 Arcadia 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 Arcadia 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 Arcadia 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 Arcadia 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 Arcadia shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.
7. **Use of Equipment.** The Town of Arcadia 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 Arcadia 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 Arcadia 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 Arcadia.
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 TOWN OF ARCADIA

APPROVED AND AGREED TO by the Town of Arcadia this 18th day of November, 2025.

BY: Marcus L Woodward, Mayor

Printed Name: Marcus L Woodward

ATTEST: Sharree Butler, Town Clerk

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
Arcadia Fire Department Equipment Inventory

County ID	Property Description	Serial
SP 302-00016	2003 Ford F-450 Fire Truck	1FDXF47P43ED01011
SP 417-00020	Portable Generator/Onan	612587
SP 602-01993	Endura Rugged In-Vehicle 4-Unit Charger	None
SP 602-01994	Endura Rugged In-Vehicle 4-Unit Charger	None
SP 651-00090	Hale Pump Gasoline 4 Cycle	100862
SP 651-00099	Pump/18 HP Portable B&S Engine	109-201
None	Hannay Hose Reel	119680
None	Kenwood TK-7360H-V	B3202810
None	Kenwood TK-7360H-V	B3202859
None	Motorola CM-300	922TGA8463
None	Kenwood TK7180 VHF	80800427

ARPA Funded Radios

County ID	Property Description	Serial
SP 602-01468	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322017978
SP 602-01469	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322017981
SP 602-01470	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322017983
SP 602-01479	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322018989
SP 602-01256	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014241
SP 602-02069	L3Harris XL-200P VHF 7-800 MHz Handheld	A40336027432
SP 602-02070	L3Harris XL-200P VHF 7-800 MHz Handheld	A40336027737
SP 602 02071	L3Harris XL-200P VHF 7-800 MHz Handheld	A40336027780
SP 602-02072	L3Harris XL-200P VHF 7-800 MHz Handheld	A40336027844
SP 602-02073	L3Harris XL-200P VHF 7-800 MHz Handheld	A40336027865
SP 602-01559	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032372
SP 602-01560	L3Harris Control Head for XL-185M	A40314036972
SP 602-01561	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032373
SP 602-01562	L3Harris Control Head for XL-185M	A40314036971
SP 602-01563	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032394
SP 602-01564	L3Harris Control Head for XL-185M	A40314037268
SP 602-01565	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032395
SP 602-01566	L3Harris Control Head for XL-185M	A40314036882
SP 602-01567	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032493
SP 602-01568	L3Harris Control Head for XL-185M	A40314037043
SP 602-01793	Unication G4D 700/800 MHz Voice Pager	G4DSDN0430
SP 602-01797	Unication G4D 700/800 MHz Voice Pager	G4DSDN0434
SP 602-01799	Unication G4D 700/800 MHz Voice Pager	G4DSDN0436
SP 602-01875	Unication G4D 700/800 MHz Voice Pager	G4DSF10075
SP 602-01876	Unication G4D 700/800 MHz Voice Pager	G4DSF10076
SP 602-02082	Unication G4D 700/800 MHz Voice Pager	G4GSG60367
SP 602-02083	Unication G4D 700/800 MHz Voice Pager	G4GSG60368
SP 602-02084	Unication G4D 700/800 MHz Voice Pager	G4GSG60370
SP 602-02085	Unication G4D 700/800 MHz Voice Pager	G4GSG60371
SP 602-02086	Unication G4D 700/800 MHz Voice Pager	G4GSG60372

SP 602-02087	Unication G4D 700/800 MHz Voice Pager	G4GSG60373
SP 602-02088	Unication G4D 700/800 MHz Voice Pager	G4GSG60375
SP 602-02089	Unication G4D 700/800 MHz Voice Pager	G4GSG60376
SP 602-02090	Unication G4D 700/800 MHz Voice Pager	G4GSG60377
SP 602-02091	Unication G4D 700/800 MHz Voice Pager	G4GSG60378

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).



COUNTY OFFICER

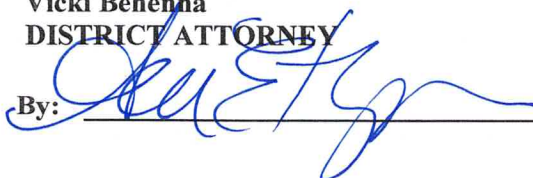
.....
DATE RECEIVED BY DISTRICT ATTORNEY

REPLY BY DISTRICT ATTORNEY:

Reviewed - OK 6/4/25

**Vicki Behenna
DISTRICT ATTORNEY**

By:



RECEIVED

JUN 04 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**