

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE DEER CREEK FIRE PROTECTION DISTRICT

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 DEER CREEK FIRE PROTECTION DISTRICT**, a fire protection district organized under Title 19, Oklahoma Statutes, sections 901.1 *et seq.*, (the "Fire District").

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 Fire District 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 Fire District 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, 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 Fire District shall return the Equipment to the County.
2. **Equipment.** The Board shall provide the Fire District with the following firefighting equipment (hereinafter called the "Equipment"):

County ID	Property Description	Serial
SP 205-00030	Hypersight Kit A Thermal Camera	HS21071203
SP 205-00031	Rear View Safety DVR monitor	Z126119100239
SP 302-00056	2009 Ford F-550	1FDAF57R09EB04987
SP 302-00075	2022 Ford F-550 DRW XL 4x4	1FDUF5HN0NEE91656
SP 408-00024	Warn XD9I Winch	WS11200Y333
SP 420-00004	Hydraulic Cutter Tool	593.123.1
SP 420-00005	Hydraulic Tool (RAM) 21"	7094103
SP 420-00006	Hydraulic Tool (RAM) 41"	7072100
SP 420-00007	Hydraulic Tool (Spreader) 24"	HB984
SP 420-00008	Mach III Outlaw Hyd. Pump	990903
SP 420-00009	K-12 Rescue Saw	081500187
SP 503-00005	Hanging UVC 2 Sterilization Light	UVC15A-01188
SP 503-00028	Tripod UVC 2 Sterilization Light	UVC15A-01218
SP 602-01791	Unication G4D 700/800 MHz Voice Pager	G4DSDN0428
SP 602-01795	Unication G4D 700/800 MHz Voice Pager	G4DSDN0432
SP 602-01798	Unication G4D 700/800 MHz Voice Pager	G4DSDN0435
SP 608-00002	Washer Dexter 40 lb. T-600	W1.20354.016
SP 646-00045	3" X 50' Double Jacket Hose	None
SP 646-00046	4" X 100ft. LDH Hose	None
SP 646-00063	Ranch Hand Sport Front Bumper	None
SP 650-00168	Whelen Cencom Core WeCanX Siren	E32 10R-060101
SP 650-00169	Whelen Dual SL Pioneer Bail MT Light	E11 10R-054030
None	Kenwood TK-2312	B4401211
None	Kenwood TK-2312	B4401212
None	Kenwood TK-2312	B4401213
None	Kenwood TK-2312	B4401215
None	Kenwood TK-2312	B4401216
None	Kenwood TK-2312	B4401217
None	Kenwood TK-2312	B4400866
None	Kenwood TK-2312	B4400867
None	Kenwood TK-2312	B4400868
None	Kenwood TK-2312	B4400869
None	Kenwood TK-2312	B8A10365
None	Kenwood TK-2312	B8A10401
None	Kenwood TK-7360	B3203724
None	Kenwood TK-7360	B3203756
None	Kenwood TK-7360	B3203757
None	Kenwood TK-7360	B3400876
None	Kenwood TK-7360	B3400877
None	Kenwood TK-7360	B3400881
None	Kenwood TK-7360	B3400882
None	Kenwood TK-7360	B3400883
None	Kenwood TK-7360	B3400884
None	Kenwood TK-7360	B3400885
None	Kenwood TK-7360	B0800348
None	Motorola CDM-1250	103TGW334
None	Motorola CDM-1250	103THW7976
None	Piston Intake Valve	81232683

3. Purpose. The Fire District 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 Fire District 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 Fire District 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 Fire District 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 Fire District 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 Fire District shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.
7. **Use of Equipment.** The Fire District 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 Fire District 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 Fire District may, at the Fire District'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 Fire Protection District.
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.

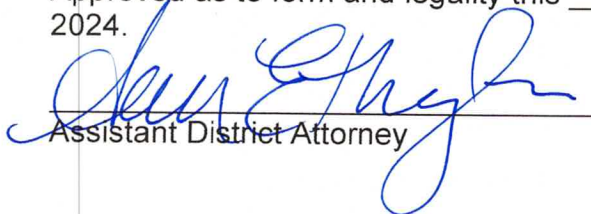
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2024.

APPROVED:



Director, Oklahoma County Emergency Management

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



Assistant District Attorney

THE DEER CREEK FIRE PROTECTION DISTRICT

APPROVED AND AGREED TO by the Deer Creek Fire Protection District this

10th day of June, 2024.

BY: Debbie Wells, Chairman

Printed Name: Debbie Wells

ATTEST: Jessie J. Burt, Board Secretary

**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:
Reviewed

RECEIVED
MAY 29 2024
CIVIL DIVISION
DISTRICT ATTORNEY

Vicki Behenna
DISTRICT ATTORNEY
By: 