

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF DEL CITY

July 1, 2026, through June 30, 2027

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 CITY OF DEL CITY, 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 City of Del City 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 City of Del City in return for the City of Del City's Fire Department furnishing fire protection and rescue 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, 2026, and shall terminate on June 30, 2027. 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 City of Del City shall return the Equipment to the County.

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

3. Purpose. The City of Del City 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 City of Del City, 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 City of Del City 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 City of Del City 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 City of Del City 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 City of Del City 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 City of Del City shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.
7. **Use of Equipment.** The City of Del City 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 City of Del City 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 City of Del City may, at its discretion, provide additional insurance coverage to ensure 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 City of Del City.
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, 2026.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 22 day of May, 2026.

[Signature]
Assistant District Attorney

THE CITY OF DEL CITY

APPROVED AND AGREED TO by the City of Del City this 20 day of

July, 2026.

BY: [Signature], Mayor

Printed Name: Guy Chipchurs

ATTEST: [Signature], City Clerk

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

APPROVED AND AGREED TO by the Board this _____ day of

_____, 2026.

By: _____
Jason Lowe, Member

By: _____
Brian Maughan, Member

By: _____
Paul Foster, Member

ATTEST:

Maressa Treat, County Clerk

Attachment A
Annual Fire Equipment Agreement, FY 2026-2027
Del City Fire Department Equipment Inventory

County ID	Property Description	Serial
SP 503-00006	Hanging UVC 2 Sterilization Light	2UVC15A-01189
SP 503-00007	Hanging UVC 2 Sterilization Light	2UVC15A-01190
SP 503-00029	Tripod UVC 2 Sterilization Light	2UVC15A-01219
SP 503-00030	Tripod UVC 2 Sterilization Light	2UVC15A-01220
SP 602-00663	Kenwood TK790HBK9FHDH1 (VHF)	B3100114
SP 602-00664	Kenwood TK790HBK9FHDH1 (VHF)	B3100115
SP 602-00667	Kenwood TK790HBK9FHDH1 (VHF)	B3100120
SP 602-00668	Kenwood TK790HBK9FHDH1 (VHF)	B3100121
SP 602-01096	Endura TWC12M 12-bay Charger	None
None	Kenwood TK-2180 Cache Portable	B2800667
None	Kenwood TK-2180 Cache Portable	B2800668
None	Kenwood TK-2180 Cache Portable	B2800669
None	Kenwood TK-2180 Cache Portable	B2800670
None	Kenwood TK-2180 HH MIII TFS	B4300187
None	Kenwood TK-2180 HH MIII TFS	B4300188
None	Kenwood TK-2180 HH MIII TFS	B4300190
None	Kenwood TK-2180 HH MIII TFS	B4300241
None	Kenwood TK-2180 HH MIII TFS	B4300242
None	Kenwood TK-2180 HH MIII TFS	B4300243
None	Kenwood TK-2180 HH MIII TFS	B4300244
None	Kenwood TK-2180 HH MIII TFS	B4300245
None	Kenwood TK-2180 HH MIII TFS	B4300246
None	Antique GE Base Station Radio	4201109
None	Kenwood TK-7180-K	B4800057
None	Kenwood TK-7180-K	B4800058
None	Kenwood TK-7180-K	B4800059
None	Kenwood TK-7180-K	B4800060
None	Kenwood TK-7180-K	B4800061
None	Kenwood TK-7180-K	B4800062
None	Kenwood TK-7180-K	B4800063

#363

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 / 22 / 26 . **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 inventory updates. A copy of the previous annual agreement is attached.*

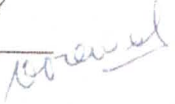
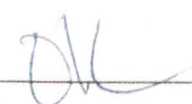
ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's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



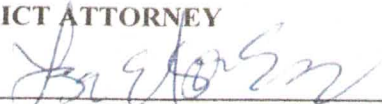
COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY

REPLY BY DISTRICT ATTORNEY:

**VICKI BEHENNA
DISTRICT ATTORNEY**

By: 

RECEIVED

MAY 22 2026

CIVIL DIVISION
DISTRICT ATTORNEY