

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

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 CITY OF NICOMA 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 City of Nicoma 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 City of Nicoma Park in return for the City of Nicoma 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, 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 City of Nicoma Park shall return the Equipment to the County.

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

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

**7. Use of Equipment.** The City of Nicoma 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 City of Nicoma 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 City of Nicoma 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 City of Nicoma 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, 2025.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 6<sup>th</sup> day of June, 2025.

[Signature]  
Assistant District Attorney

## THE CITY OF NICOMA PARK

APPROVED AND AGREED TO by the City of Nicoma Park this 23 day of

July, 2025.

BY: [Signature], Mayor

Printed Name: MARK CoHeil

ATTEST

[Signature], City 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**  
**Nicoma Park Fire Department Equipment Inventory**

<b>County ID</b>	<b>Property Description</b>	<b>Serial</b>
SP 302-00078	2024 Ford F-450 Extended Cab	1FD0X4HN1RED46041
SP 302-00012	2000 Ford F-450 Fire Truck	1FDXF47F9YED42197
SP 302-00044	1986 Ford F-800 Tank Pumper	1FDYK84N6GVA07318
SP 503-00019	Hanging UVC 2 Sterilization Light	2UVC15A-01209
SP 503-00039	Tripod UVC 2 Sterilization Light	2UVC15A-01229
SP 602-00574	Two-way Radio for Siren @ Nicoma Park	None
SP 602-00575	Two-way Radio for Siren @ Nicoma Park	None
SP 602-01987	6-Bay Premium Chargers for XL-200P Radios	2308600170
SP 646-00012	Hurst Rescue System	40542
SP 646-00067	Havis Equipment Console	
SP 650-00175	Carson Siren & Light Controller	
SP 650-00174	Whelen Howler Dual Siren System	
SP 650-00173	Whelen Legacy Overhead Lightbar	
None	Federal Siren Control	None
None	1000 Gallon Tank	None
None	Champion Pump	43172
None	Hannay Hose Reel	259357
None	Hannay Hose Reel	522533
None	Super Winch	None
None	Knapaheide Lower Tool Box (left side)	723391-656341
None	Knapaheide Lower Tool Box (right side)	723391-656342
None	Rawson Koenig Tool Box	None
None	Hydro Spray Gun	None
None	Crestar SF40 Spray Nozzle	None
None	Federal Signal Vista Light Bar, Siren with Speakers	60406
None	1/2" Hannay Hose Reel	881134
None	1 1/2" Hannay Hose Reel	881136
None	Hale Pump HPX200	13F0023
None	300 Gallon Black Poly Tank	None
None	Motorola Radius CM-300	PMLN4599A
None	Pro-Pak Foam Unit	TSP-U463915
None	Motorola CDM-1250	103TMC8421
None	Kenwood TK-2180 HH MIII TFS	B4600834
None	Kenwood TK-2180 HH MIII TFS	B4600835
None	Kenwood TK-2180 HH MIII TFS	B4600836
None	Kenwood TK-2180 HH MIII TFS	B4600837
None	Kenwood TK-2180 HH MIII TFS	B4600838
None	Kenwood TK-2180 HH MIII TFS	B4600839
None	Kenwood TK-2180 HH MIII TFS	B4600840
None	Kenwood TK-2180 HH MIII TFS	B4600841
None	Kenwood TK-7360H-V	B3403182
None	Kenwood TK-7180-K	B4700100
None	Kenwood TK-7180-K	B4700101
None	Kenwood TK-2180 HH	B2C00101
None	Kenwood TK-2180 HH	B2C00102
None	Kenwood TK-2180 HH	B2C00103



None	Kenwood TK-2180 HH	B2C00104
None	Kenwood TK-2180 HH	B2C00105
None	Kenwood TK-2180 HH	B2C00106
None	Kenwood TK-2180 HH	B2C00110
None	Kenwood TK-2180 HH MIII	B2C00963
None	Kenwood TK-2180 HH MIII	B2C00966
None	Kenwood TK-2180 HH MIII	B2C00967
None	Kenwood TK-2180 HH MIII	B2C00968
None	Kenwood TK-2180 HH MIII	B2C01161
None	Kenwood TK-2180 HH MIII	B2C01162
None	Kenwood TK-2180 HH MIII	B2C01163
None	Kenwood TK-2180 HH MIII	B2C01164
None	Kenwood TK-2180 HH MIII	B2C01165
None	Kenwood TK-2180 HH MIII	B2C01166

#### ARPA Funded Radios

County ID	Property Description	Serial
SP 602-01394	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015951
SP 602-01395	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015970
SP 602-01396	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322015993
SP 602-01397	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016051
SP 602-01398	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016060
SP 602-01399	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016069
SP 602-01400	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016098
SP 602-01401	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016132
SP 602-01402	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016138
SP 602-01403	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016146
SP 602-01404	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016158
SP 602-01405	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016159
SP 602-01406	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016173
SP 602-01407	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016198
SP 602-01408	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322016220
SP 602-01665	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032737
SP 602-01666	L3Harris Control Head for XL-185M	A40314037137
SP 602-01667	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032758
SP 602-01668	L3Harris Control Head for XL-185M	A40314037036
SP 602-01669	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032759
SP 602-01670	L3Harris Control Head for XL-185M	A40314037038
SP 602-01671	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032760
SP 602-01672	L3Harris Control Head for XL-185M	A40314037037
SP 602-01673	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032761
SP 602-01674	L3Harris Control Head for XL-185M	A40314037035
SP 602-01675	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032762
SP 602-01676	L3Harris Control Head for XL-185M	A40314037042
SP 602-01677	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032793
SP 602-01678	L3Harris Control Head for XL-185M	A40314037180
SP 602-01679	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032794
SP 602-01680	L3Harris Control Head for XL-185M	A40314037181
SP 602-01757	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032641
SP 602-01758	L3Harris Control Head for XL-185M	A40314036943
SP 602-01759	L3Harris Control Head for XL-185M	A40314036956

SP 602-01760	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032642
SP 602-01761	L3Harris Control Head for XL-185M	A40314036947
SP 602-01762	L3Harris Control Head for XL-185M	A40314036953
SP 602-01841	Unication G4D 700/800 MHz Voice Pager	G4DSF10041
SP 602-01842	Unication G4D 700/800 MHz Voice Pager	G4DSF10042
SP 602-01843	Unication G4D 700/800 MHz Voice Pager	G4DSF10043
SP 602-01844	Unication G4D 700/800 MHz Voice Pager	G4DSF10044
SP 602-01845	Unication G4D 700/800 MHz Voice Pager	G4DSF10045
SP 602-01846	Unication G4D 700/800 MHz Voice Pager	G4DSF10046
SP 602-01847	Unication G4D 700/800 MHz Voice Pager	G4DSF10047
SP 602-01848	Unication G4D 700/800 MHz Voice Pager	G4DSF10048
SP 602-01849	Unication G4D 700/800 MHz Voice Pager	G4DSB80979
SP 602-01850	Unication G4D 700/800 MHz Voice Pager	G4DSF10050
SP 602-01851	Unication G4D 700/800 MHz Voice Pager	G4DSF10051
SP 602-01852	Unication G4D 700/800 MHz Voice Pager	G4DSF10052
SP 602-01853	Unication G4D 700/800 MHz Voice Pager	G4DSF10053
SP 602-01854	Unication G4D 700/800 MHz Voice Pager	G4DSF10054
SP 602-01855	Unication G4D 700/800 MHz Voice Pager	G4DSF10055
SP 602-01856	Unication G4D 700/800 MHz Voice Pager	G4DSF10056
SP 602-01857	Unication G4D 700/800 MHz Voice Pager	G4DSF10057
SP 602-01858	Unication G4D 700/800 MHz Voice Pager	G4DSF10058
SP 602-01859	Unication G4D 700/800 MHz Voice Pager	G4DSF10059
SP 602-01860	Unication G4D 700/800 MHz Voice Pager	G4DSF10060



#390

**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:**

*Quety*