

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

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 CITY OF HARRAH, 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 Harrah are authorized to enter into an agreement providing for fire protection and rescue 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 Harrah in return for the City of Harrah'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 City of Harrah shall return the Equipment to the County.

2. Equipment. The Board shall provide the City of Harrah with the following firefighting equipment (hereinafter called the "Equipment"):

County ID	Property Description	Serial
SP 302-00020	2000 Ford F-450 Fire Truck	1FDXF47F0YED42198
SP 302-00025	1987 Ford F-7000 Water Tanker	1FDXK70U9HVA61619
SP 302-00055	2009 GMC-4500	1GDE4E396F408753
SP 417-006	Generator Gasoline Motor	None
SP 602-01980	6-Bay Premium Chargers for XL-200P Radios	2308600168
SP 602-01981	6-Bay Premium Chargers for XL-200P Radios	2308600016
SP 608-00007	Washer Dexter 40 lb. T-600	W1.20354.015
SP 649-00114	Backpack, Pro Pack Foam System	None
SP 649-084	Fiberglass 300 Gallon Red Water Tank	None
SP 649-093	King Tanker Tank Red Oval Shape	None
SP 649-101	300 Gallon Fiberglass Water Tank	910528
SP 649-102	300 Gallon Fiberglass Water Tank	910529
SP 651-00119	HXP 200 Pump W/Motor	08F0410
None	Kenwood TK-2180 HH	B2C00107
None	Kenwood TK-2180 HH	B2C00108
None	Kenwood TK-2180 HH	B2C00109
None	Kenwood TK-2180 HH MIII TFS	B4500287
None	Kenwood TK-2180 HH MIII TFS	B4500288
None	Kenwood TK-2180 HH MIII TFS	B4500289
None	Kenwood TK-2180 HH MIII TFS	B4500290
None	Kenwood TK-2180 HH MIII TFS	B4500291
None	Kenwood TK-2180 HH MIII TFS	B4500292
None	Kenwood TK-2180 HH MIII TFS	B4500293
None	Kenwood TK-2180 HH MIII TFS	B4500294
None	Kenwood TK-2180 HH MIII TFS	B4500295
None	Kenwood TK-2180 HH MIII TFS	B4500326
None	Kenwood TK-2180 HH MIII TFS	B4500327
None	Kenwood TK-2180 HH MIII TFS	B4500328
None	Kenwood TK-2180 HH MIII TFS	B4500329
None	Federal Signa Vista Siren/Speakers	00060407
None	Task Force Tip Nozzle	TFTB-317114
None	Motorola Mobile Radio	869-FAJ4320
None	Pump with motor	00B1080
None	Hannay Hose Reel	1258483
None	Hannay Hose Reel	1258485
None	Hannay Hose Reel	4898761
None	Federal Signal Siren Control & Lights	
None	Hannay Hose Reel	182480
None	Hannay Hose Reel	182485
None	Hannay Hose Reel	257135
None	Hannay Hose Reel	344264
None	Kenwood TK-7180-K	B4700080
None	Kenwood TK-7180-K	B4700081

None	Kenwood TK-7180-K	B4700082
None	Kenwood TK-7180-K	B4700083
None	Motorola CDM-1250	103TGJ871
None	Motorola CDM-1250	103TGJ893
None	Motorola CDM-1250	103TMC8449
None	Motorola CDM-1250	103TMC8424
None	Motorola CDM-1250	103TMC8422
None	Motorola CM-300	922TGA8492

ARPA Funded Radios

County ID	Property Description	Serial
SP 602-01285	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014604
SP 602-01286	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014606
SP 602-01287	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014607
SP 602-01288	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014611
SP 602-01289	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014612
SP 602-01290	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014619
SP 602-01291	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014620
SP 602-01292	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014622
SP 602-01293	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014623
SP 602-01294	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014629
SP 602-01295	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014633
SP 602-01296	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014639
SP 602-01297	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014642
SP 602-01298	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014661
SP 602-01299	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014677
SP 602-01300	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014684
SP 602-01301	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014723
SP 602-01302	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014727
SP 602-01303	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014756
SP 602-01304	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014763
SP 602-01305	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014790
SP 602-01306	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014798
SP 602-01307	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014810
SP 602-01308	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014812
SP 602-01309	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014831
SP 602-01531	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032288
SP 602-01532	L3Harris Control Head for XL-185M	A40314037223
SP 602-01533	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032299
SP 602-01534	L3Harris Control Head for XL-185M	A40314037270
SP 602-01535	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032300
SP 602-01536	L3Harris Control Head for XL-185M	A40314037271
SP 602-01537	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032301
SP 602-01538	L3Harris Control Head for XL-185M	A40314036887
SP 602-01539	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032302
SP 602-01540	L3Harris Control Head for XL-185M	A40314037266
SP 602-01541	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032303
SP 602-01542	L3Harris Control Head for XL-185M	A40314037269
SP 602-01543	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032334
SP 602-01544	L3Harris Control Head for XL-185M	A40314036970
SP 602-01545	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032335

SP 602-01546	L3Harris Control Head for XL-185M	A40314036969
SP 602-01547	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032336
SP 602-01548	L3Harris Control Head for XL-185M	A40314036968
SP 602-01549	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032337
SP 602-01550	L3Harris Control Head for XL-185M	A40314036965
SP 602-01551	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032338
SP 602-01552	L3Harris Control Head for XL-185M	A40314037190
SP 602-01553	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032369
SP 602-01554	L3Harris Control Head for XL-185M	A40314036963
SP 602-01555	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032370
SP 602-01556	L3Harris Control Head for XL-185M	A40314036974
SP 602-01557	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032371
SP 602-01558	L3Harris Control Head for XL-185M	A40314036973
SP 602-01742	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032332
SP 602-01743	L3Harris Control Head for XL-185M	A40314036941
SP 602-01744	L3Harris Control Head for XL-185M	A40314036952
SP 602-01745	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032333
SP 602-01746	L3Harris Control Head for XL-185M	A40314036939
SP 602-01747	L3Harris Control Head for XL-185M	A40314036951
SP 602-01890	Unication G4D 700/800 MHz Voice Pager	G4DSF1190
SP 602-01891	Unication G4D 700/800 MHz Voice Pager	G4DSF1191
SP 602-01892	Unication G4D 700/800 MHz Voice Pager	G4DSF1192
SP 602-01893	Unication G4D 700/800 MHz Voice Pager	G4DSF1193
SP 602-01894	Unication G4D 700/800 MHz Voice Pager	G4DSF1194
SP 602-01895	Unication G4D 700/800 MHz Voice Pager	G4DSF1195
SP 602-01896	Unication G4D 700/800 MHz Voice Pager	G4DSF1196
SP 602-01897	Unication G4D 700/800 MHz Voice Pager	G4DSF1197
SP 602-01898	Unication G4D 700/800 MHz Voice Pager	G4DSF1198
SP 602-01899	Unication G4D 700/800 MHz Voice Pager	G4DSF1199
SP 602-01900	Unication G4D 700/800 MHz Voice Pager	G4DSF1200
SP 602-01901	Unication G4D 700/800 MHz Voice Pager	G4DSF1201
SP 602-01902	Unication G4D 700/800 MHz Voice Pager	G4DSF1202
SP 602-01903	Unication G4D 700/800 MHz Voice Pager	G4DSF1203
SP 602-01904	Unication G4D 700/800 MHz Voice Pager	G4DSF1204
SP 602-01905	Unication G4D 700/800 MHz Voice Pager	G4DSF1205
SP 602-01906	Unication G4D 700/800 MHz Voice Pager	G4DSF1206
SP 602-01907	Unication G4D 700/800 MHz Voice Pager	G4DSF1207
SP 602-01908	Unication G4D 700/800 MHz Voice Pager	G4DSF1208
SP 602-01909	Unication G4D 700/800 MHz Voice Pager	G4DSF1209
SP 602-01910	Unication G4D 700/800 MHz Voice Pager	G4DSF1210
SP 602-01911	Unication G4D 700/800 MHz Voice Pager	G4DSF1211
SP 602-01912	Unication G4D 700/800 MHz Voice Pager	G4DSF1212
SP 602-01913	Unication G4D 700/800 MHz Voice Pager	G4DSF1213
SP 602-01914	Unication G4D 700/800 MHz Voice Pager	G4DSF1214

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

7. Use of Equipment. The City of Harrah 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 Harrah 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 Harrah 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 Harrah.

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 CITY OF HARRAH

APPROVED AND AGREED TO by the City of Harrah this 11 day of July, 2024.

BY: DWZ, Mayor

Printed Name: Danny Treat

ATTEST: Amy Leoford, 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

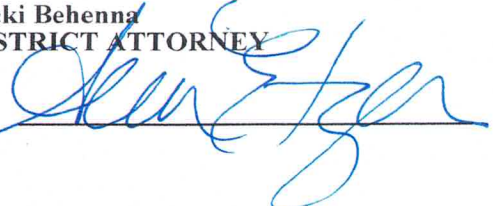
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DATE RECEIVED BY DISTRICT ATTORNEY:

REPLY BY DISTRICT ATTORNEY:



**Vicki Behenna
DISTRICT ATTORNEY**

By:



RECEIVED

MAY 29 2024

**CIVIL DIVISION
DISTRICT ATTORNEY**