

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

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 NICHOLS HILLS, 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 Nichols Hills 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 Nichols Hills in return for the City of Nichols Hills' 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, 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 Nichols Hills shall return the Equipment to the County.

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

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

7. Use of Equipment. The City of Nichols Hills 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 Nichols Hills 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 Nichols Hills 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 Nichols Hills.

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 NICHOLS HILLS

APPROVED AND AGREED TO by the City of Nichols Hills this 9th day of June, 2026.

BY: Sody M Clements, Mayor

Printed Name: Sody Clements

ATTEST: Amanda Copeland, 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
Nichols Hills Fire Department Equipment Inventory

County ID	Property Description	Serial
SP 302-00015	2002 Ford F-450 Fire Truck	1FDXF4752EB98011
SP 302-00081	2025 Ford F-550 Reg Cab Chassis 4x4	1FDUF5HNXSDA10474
SP 408-00013	Winch/Ramsey	K21102041
SP 649-00109	Skid Unit for SP 302-00015	None
None	Federal Signal Vista Siren with Speakers	None
None	Hannay Hose Reel with Hose	1389799
None	Hannay Hose Reel with Hose	1389795
None	Plas-Mac 318 Gallon Tank	None
None	Task Force Tip Nozzle	TFTB386315
None	Task Force Tip Nozzle	TFTB386285
SP 302-00081	2025 Ford F-550 Reg Cab Chassis 4x4	1FDUF5HNXSDA10474
None	Kenwood TK-2180-K2	B4600818
None	Kenwood TK-2180-K2	B4600819
None	Kenwood TK-2180-K2	B4600820
None	Kenwood TK-2180-K2	B4600821
None	Kenwood TK-2180-K2	B4600832
None	Kenwood TK-2180-K2	B4600833
None	Kenwood TK-7630H-V	B3403183
None	Kenwood TK-7630H-V	B3403184
None	Kenwood TK-7630H-V	B3202866
None	Kenwood TK-7630H-V	B3203893
None	Kenwood TK-7630H-V	B3203894
None	Kenwood TK-7630H-V	B3203895
SP 602-02054	L3Harris XL-200P VHF 7-800 Handheld	A40336027278
SP 602-02055	L3Harris XL-200P VHF 7-800 Handheld	A40336027306
SP 602-02056	L3Harris XL-200P VHF 7-800 Handheld	A40336027319
SP 602-02057	L3Harris XL-200P VHF 7-800 Handheld	A40336027340
SP 602-02058	L3Harris XL-200P VHF 7-800 Handheld	A40336027368
SP 602-02059	L3Harris XL-200P VHF 7-800 Handheld	A40336027373
SP 602-02060	L3Harris XL-200P VHF 7-800 Handheld	A40336027379
SP 602-02061	L3Harris XL-200P VHF 7-800 Handheld	A40336027380
SP 602-02062	L3Harris XL-200P VHF 7-800 Handheld	A40336027382
SP 602-02063	L3Harris XL-200P VHF 7-800 Handheld	A40336027402
SP 602-02064	L3Harris XL-200P VHF 7-800 Handheld	A40336027403
SP 602-02065	L3Harris XL-200P VHF 7-800 Handheld	A40336027408
SP 602-02016	L3Harris XL-185M 7-800 MHz Mobile	A40312065888
SP 602-02017	L3Harris Control Head for XL-185M	A40314072449
SP 602-02018	L3Harris XL-185M 7-800 MHz Mobile	A40312065889
SP 602-02019	L3Harris Control Head for XL-185M	A40314072448
SP 602-02020	L3Harris XL-185M 7-800 MHz Mobile	A40312065890
SP 602-02021	L3Harris Control Head for XL-185M	A40314072447
SP 602-02022	L3Harris XL-185M 7-800 MHz Mobile	A40312065891
SP 602-02023	L3Harris Control Head for XL-185M	A40314072446
SP 602-02024	L3Harris XL-185M 7-800 MHz Mobile	A40312065892
SP 602-02025	L3Harris Control Head for XL-185M	A40314072445
SP 602-01196	L3Harris XG-25M 7-800 MHz Mobile	A40153029355
SP 602-02092	Unication G4D 700/800 MHz Voice Pager	G4GSG60379
SP 602-02093	Unication G4D 700/800 MHz Voice Pager	G4GSG60380

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

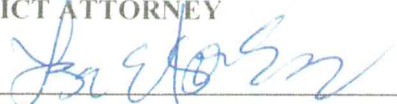
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DATE RECEIVED BY DISTRICT ATTORNEY

REPLY BY DISTRICT ATTORNEY:

renewed


**VICKI BEHENNA
DISTRICT ATTORNEY**

By:



RECEIVED

MAY 22 2026

CIVIL DIVISION
DISTRICT ATTORNEY