

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE HICKORY HILLS FIRE DISTRICT

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 HICKORY HILLS FIRE 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, 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 Fire District shall return the Equipment to the County.
2. **Equipment.** The Board shall provide the Fire District with the firefighting equipment listed on Attachment A of this Agreement (hereinafter called the "Equipment").

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 manmade 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 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.

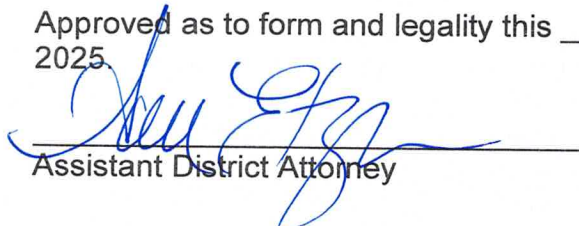
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2025.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 4th day of June, 2025.



Assistant District Attorney

THE HICKORY HILLS FIRE DISTRICT

APPROVED AND AGREED TO by the Hickory Hills Fire District this 14th
day of July, 2025.

BY: Mary Rostykus

Printed Name: Mary Rostykus

ATTEST: Lana Gorbunova, Board Secretary

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
Hickory Hills Fire District Equipment Inventory

County ID	Property Description	Serial
SP 302-00028	1990 Ford F-8000 Fire Truck	1FDXR82A9LVA01563
SP 302-00029	1999 Ford F-450 Fire Truck	1FDXF47F0XEE65756
SP 302-00045	2004 Ford F450 Fire Truck/Skid	14
SP 302-00073	2022 Ford F-450 Ext Cab Diesel	1FD0X4HT6NED43726
SP 408-00016	Winch/Warn	1222666
SP 608-00008	Washer Dexter 40 lb. T-600	W1.20354.013
SP 649-00130	Norstar SR Platform Flat Bed	50HSR0944N1067639
SP 602-01983	6-Bay Premium Chargers for XL-200P Radios	2308600127
SP 650-147	Vista 44 Light Bar	None

ARPA Funded Radios

County ID	Property Description	Serial
SP 602-01310	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014832
SP 602-01311	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014834
SP 602-01312	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014840
SP 602-01313	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014841
SP 602-01314	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014844
SP 602-01315	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014857
SP 602-01316	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014858
SP 602-01317	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014861
SP 602-01318	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014869
SP 602-01319	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014876
SP 602-01320	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014883
SP 602-01321	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014885
SP 602-01322	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014893
SP 602-01323	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014897
SP 602-01324	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014899
SP 602-01325	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014905
SP 602-01326	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014906
SP 602-01327	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014907
SP 602-01328	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014909
SP 602-01329	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014917
SP 602-01569	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032494
SP 602-01570	L3Harris Control Head for XL-185M	A40314037044
SP 602-01571	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032495
SP 602-01572	L3Harris Control Head for XL-185M	A40314037107
SP 602-01573	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032496
SP 602-01574	L3Harris Control Head for XL-185M	A40314037109
SP 602-01575	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032497
SP 602-01576	L3Harris Control Head for XL-185M	A40314037110
SP 602-01577	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032498
SP 602-01578	L3Harris Control Head for XL-185M	A40314037077
SP 602-01579	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032499
SP 602-01580	L3Harris Control Head for XL-185M	A40314037075
SP 602-01581	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032500

SP 602-01582	L3Harris Control Head for XL-185M	A40314037072
SP 602-01583	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032501
SP 602-01584	L3Harris Control Head for XL-185M	A40314037073
SP 602-01585	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032502
SP 602-01586	L3Harris Control Head for XL-185M	A40314037216
SP 602-01587	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032508
SP 602-01588	L3Harris Control Head for XL-185M	A40314037272
SP 602-01589	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032509
SP 602-01590	L3Harris Control Head for XL-185M	A40314037273
SP 602-01591	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032510
SP 602-01592	L3Harris Control Head for XL-185M	A40314037274
SP 602-01748	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032638
SP 602-01749	L3Harris Control Head for XL-185M	A40314036940
SP 602-01750	L3Harris Control Head for XL-185M	A40314036954
SP 602-01915	Unication G4D 700/800 MHz Voice Pager	G4DSF1215
SP 602-01916	Unication G4D 700/800 MHz Voice Pager	G4DSF1216
SP 602-01917	Unication G4D 700/800 MHz Voice Pager	G4DSF1217
SP 602-01918	Unication G4D 700/800 MHz Voice Pager	G4DSF1218
SP 602-01919	Unication G4D 700/800 MHz Voice Pager	G4DSF1219
SP 602-01920	Unication G4D 700/800 MHz Voice Pager	G4DSF1220
SP 602-01921	Unication G4D 700/800 MHz Voice Pager	G4DSF1221
SP 602-01922	Unication G4D 700/800 MHz Voice Pager	G4DSF1222
SP 602-01923	Unication G4D 700/800 MHz Voice Pager	G4DSF1223
SP 602-01924	Unication G4D 700/800 MHz Voice Pager	G4DSF1224
SP 602-01925	Unication G4D 700/800 MHz Voice Pager	G4DSF1225
SP 602-01926	Unication G4D 700/800 MHz Voice Pager	G4DSF1226
SP 602-01927	Unication G4D 700/800 MHz Voice Pager	G4DSF1227
SP 602-01928	Unication G4D 700/800 MHz Voice Pager	G4DSF1228
SP 602-01929	Unication G4D 700/800 MHz Voice Pager	G4DSF1229
SP 602-01930	Unication G4D 700/800 MHz Voice Pager	G4DSF1230
SP 602-01931	Unication G4D 700/800 MHz Voice Pager	G4DSF1231
SP 602-01932	Unication G4D 700/800 MHz Voice Pager	G4DSF1232
SP 602-01933	Unication G4D 700/800 MHz Voice Pager	G4DSF1233
SP 602-01934	Unication G4D 700/800 MHz Voice Pager	G4DSF1234

Miscellaneous

County ID

Property Description

Serial

None	Kenwood TK-2180 HH MIII TFS	B4500330
None	Kenwood TK-2180 HH MIII TFS	B4500331
None	Kenwood TK-2180 HH MIII TFS	B4500332
None	Kenwood TK-2180 HH MIII TFS	B4500333
None	Kenwood TK-2180 HH MIII TFS	B4500334
None	Kenwood TK-2180 HH MIII TFS	B4500335
None	Kenwood TK-2180 HH MIII TFS	B4500376
None	Kenwood TK-2180 HH MIII TFS	B4500377
None	Kenwood TK-2180 HH MIII TFS	B4700084
None	Kenwood TK-2180 HH MIII TFS	B4700085
None	1" HP Hose Reel	1480322
None	18 HP Vanguard Pump & Motor	04F0419
None	300 Gallon Poly Tank	None

None	Federal Vista Light/Siren	None
None	1" HP Hose Reel	1213387
None	1 1/2" LP Hose Reel	1213389
None	1" nozzle	None
None	1 1/2" nozzle	B294932
None	2500 gallon tank	None
	Code 3 Light Bar	K15340
	Motorola CDM-1250	103TMGC174
	Motorola CDM-1250	103TMGC194
	Motorola CDM-1250	103TMC8450
	Motorola CDM-1250	103TMC8419
	Motorola CDM-1250	103TMC8446
	Motorola CDM-1250	103TMC8452
	Motorola CDM-1250	103TMC8453
	Motorola CDM-1250	103TMC8431

#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:

Reviewed - OK 6/4/25

Vicki Behenna
DISTRICT ATTORNEY

By:

RECEIVED

JUN 04 2025

CIVIL DIVISION
DISTRICT ATTORNEY