

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

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 THE VILLAGE, 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 The Village 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 The Village in return for the City of The Village'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 The Village shall return the Equipment to the County.

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

County ID	Property Description	Serial
SP 302-00013	2001 Ford F-450 Fire Truck	1FDXF47F81EC29122
SP 302-00071	2021 Ford F-550 Ext Cab Gas	1FD0X5HN5MED21822
SP 408-00022	WARN 12000LB Winch	2595294
SP 503-00021	Hanging UVC 2 Sterilization Light	2UVC15A-01211
SP 503-00041	Tripod UVC 2 Sterilization Light	2UVC15A-01231
SP 602-00669	Kenwood TK790HBK9FHDH1 (VHF)	B3100187
SP 608-00012	Washer Dexter 40 lb. T-600	W1.20351.010
SP 646-00059	Ranch Hand Grill Guard	None
SP 650-00166	Whelen 54" Cenator Lightbar	10291970005
SP 650-00167	Whelen Cencom Sapphire Siren	50044
None	Federal Signal Vista Light Bar, Siren with Speakers	9991166
None	Radio	869FBJ1392
None	Task Force Tip Nozzle	TFTB357447
None	Task Force Tip Nozzle	TFTB357387
None	Pump with Motor	00B2039
None	Hannay Hose Reel with Hose	1321509
None	Hannay Hose Reel with Hose	1321500
None	Plas-Mac 318 Gallon Tank	120PMIS300
None	Kenwood TK-7180-K	B4700010
None	Kenwood TK-7180-K	B4700011
None	Kenwood TK-7180-K	B4700012
None	Kenwood TK-7180-K	B4700013
None	Kenwood TK-7180-K	B4700014
None	Kenwood TK-7180-K	B4700015
None	Kenwood TK-2180 HH MIII TFS	B4600800
None	Kenwood TK-2180 HH MIII TFS	B4600801
None	Kenwood TK-2180 HH MIII TFS	B4600812
None	Kenwood TK-2180 HH MIII TFS	B4600813
None	Kenwood TK-2180 HH MIII TFS	B4600814
None	Kenwood TK-2180 HH MIII TFS	B4600815
None	Kenwood TK-2180 HH MIII TFS	B4600816
None	Kenwood TK-2180 HH MIII TFS	B4600817

ARPA Funded Radios

County ID	Property Description	Serial
SP 602-01192	Harris XG-25M Mobile 700-800 MHz	A40153029297
SP 602-01193	Harris XG-25M Mobile 700-800 MHz	A40153029298
SP 602-01251	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014199
SP 602-01252	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014207
SP 602-01253	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014212
SP 602-01260	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014319
SP 602-01261	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014350

SP 602-01262	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014361
SP 602-01263	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014365
SP 602-01264	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014381
SP 602-01265	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014382
SP 602-01266	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014402
SP 602-01267	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014422
SP 602-01268	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014429
SP 602-01269	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014430
SP 602-01715	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032864
SP 602-01716	L3Harris Control Head for XL-185M	A40312032864
SP 602-01717	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032865
SP 602-01718	L3Harris Control Head for XL-185M	A40314037071
SP 602-01719	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032866
SP 602-01720	L3Harris Control Head for XL-185M	A40314037082
SP 602-01721	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032867
SP 602-01722	L3Harris Control Head for XL-185M	A40314037078
SP 602-01723	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032878
SP 602-01724	L3Harris Control Head for XL-185M	A40314036879
SP 602-01725	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032879
SP 602-01726	L3Harris Control Head for XL-185M	A40314037140
SP 602-01727	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032880
SP 602-01728	L3Harris Control Head for XL-185M	A40314037267
SP 602-01729	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032881
SP 602-01730	L3Harris Control Head for XL-185M	A40314036890

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

7. Use of Equipment. The City of The Village 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 The Village 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 The Village 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 The Village.

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 THE VILLAGE

APPROVED AND AGREED TO by the City of The Village this 17th day of June, 2024.

BY: , Mayor

Printed Name: David Bennett

ATTEST: 



**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.*

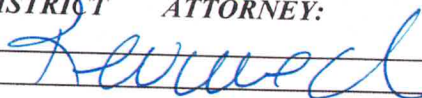
ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews, and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's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



COUNTY OFFICER

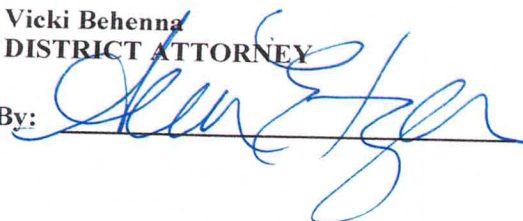
.....
DATE RECEIVED BY DISTRICT ATTORNEY:

REPLY BY DISTRICT ATTORNEY:



Vicki Behenna
DISTRICT ATTORNEY

By:



RECEIVED

MAY 29 2024

CIVIL DIVISION
DISTRICT ATTORNEY