

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

July 1, 2025, through June 30, 2026

This FIRE EQUIPMENT AGREEMENT (the "Amended 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 CHOCTAW**, 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 Choctaw 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 Choctaw in return for the City of Choctaw 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 Choctaw shall return the Equipment to the County.

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

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

7. Use of Equipment. The City of Choctaw 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 Choctaw 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 Choctaw 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 Choctaw.

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 4 day of June, 2025.

[Signature]
Assistant District Attorney

THE CITY OF CHOCTAW

APPROVED AND AGREED TO by the City of Choctaw this 17 day of June, 2025.

BY: [Signature], Mayor

Printed Name: Chad Allcox

ATTEST: Amanda Willing, 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
Choctaw Fire Department Equipment Inventory

County ID	Property Description	Serial
SP 302-00051	2008 Ford F-450 Brush Pumper	1FDXF47R48EA02353
SP 302-00054	2009 Chevy Tahoe	1GNFK03089R124727
SP 302-00059	2013 Ford F350 Red Brush Pumper	1FT8W3B63DEA42370
SP 302-00068	2020 Freightliner Cab/Chassis	3ALACXFE5LDMD3803
SP 420-00001	MIX Mini Pump W/Honda Motor	0709MIX873
SP 420-00003	16C Brute Vario Combi Tool	593.163.D
SP 420-00010	Genesis Chisel Kit	None
SP 503-00003	Hanging UVC 2 Sterilization Light	2UVC15A-01153
SP 503-00004	Hanging UVC 2 Sterilization Light	2UVC15A-01187
SP 503-00026	Tripod UVC 2 Sterilization Light	2UVC15A-01216
SP 503-00027	Tripod UVC 2 Sterilization Light	2UVC15A-01217
SP 602-00611	EF Johnson Mobile	5377H1910C96405
SP 602-00613	EF Johnson Mobile	5377H1910C96428
SP 602-00619	EF Johnson Mobile	5377H1610C95160
SP 602-01977	6-Bay Premium Chargers for XL-200P Radios	2308600156
SP 602-01978	6-Bay Premium Chargers for XL-200P Radios	2308600147
SP 602-01979	6-Bay Premium Chargers for XL-200P Radios	2308600169
SP 608-00006	Washer Dexter 40 lb. T-600	W1.20322.003
SP 646-00040	Pro Pak Foam Unit W/assec.	None
SP 646-00041	Pro Pak Foam Unit	None
SP 646-00042	Pro Pak Foam Unit	None
SP 651-00111	Briggs & Stratton Pump	05F0004
SP 651-00112	Briggs & Stratton Pump	05F0607
SP 651-00116	HXP 200 Pump W/Motor	P702-1418

ARPA Funded Radios

County ID	Property Description	Serial
SP 602-01233	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322013558
SP 602-01234	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322013855
SP 602-01235	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322013875
SP 602-01236	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322013880
SP 602-01237	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014008
SP 602-01238	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014102
SP 602-01239	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014119
SP 602-01240	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014120
SP 602-01241	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014123
SP 602-01242	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014158
SP 602-01243	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014160
SP 602-01244	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014179
SP 602-01245	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014183
SP 602-01246	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014185
SP 602-01247	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014188
SP 602-01248	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014194
SP 602-01249	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014196

SP 602-01250	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014197
SP 602-01254	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014227
SP 602-01255	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014237
SP 602-01258	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014302
SP 602-01259	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014305
SP 602-01270	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014446
SP 602-01271	L3Harris XL-200P VHF 7-800 MHz Handheld	A40322014454
SP 602-01483	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032129
SP 602-01484	L3Harris Control Head for XL-185M	A40314037219
SP 602-01485	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032130
SP 602-01486	L3Harris Control Head for XL-185M	A40314037215
SP 602-01487	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032131
SP 602-01488	L3Harris Control Head for XL-185M	A40314037222
SP 602-01489	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032132
SP 602-01490	L3Harris Control Head for XL-185M	A40314037218
SP 602-01491	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032133
SP 602-01492	L3Harris Control Head for XL-185M	A40314037217
SP 602-01493	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032224
SP 602-01494	L3Harris Control Head for XL-185M	A40314036966
SP 602-01495	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032225
SP 602-01496	L3Harris Control Head for XL-185M	A40314037183
SP 602-01497	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032226
SP 602-01498	L3Harris Control Head for XL-185M	A40314037184
SP 602-01499	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032227
SP 602-01500	L3Harris Control Head for XL-185M	A40314037179
SP 602-01501	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032228
SP 602-01502	L3Harris Control Head for XL-185M	A40314037187
SP 602-01503	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032234
SP 602-01504	L3Harris Control Head for XL-185M	A40314037116
SP 602-01505	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032235
SP 602-01506	L3Harris Control Head for XL-185M	A40314037113
SP 602-01507	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032236
SP 602-01508	L3Harris Control Head for XL-185M	A40314037117
SP 602-01509	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032237
SP 602-01510	L3Harris Control Head for XL-185M	A40314037118
SP 602-01511	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032238
SP 602-01512	L3Harris Control Head for XL-185M	A40314037114
SP 602-01513	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032254
SP 602-01514	L3Harris Control Head for XL-185M	A40314037148
SP 602-01515	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032255
SP 602-01516	L3Harris Control Head for XL-185M	A40314037147
SP 602-01517	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032256
SP 602-01518	L3Harris Control Head for XL-185M	A40314037154
SP 602-01519	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032257
SP 602-01520	L3Harris Control Head for XL-185M	A40314037149
SP 602-01521	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032258
SP 602-01522	L3Harris Control Head for XL-185M	A40314037143
SP 602-01733	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032329
SP 602-01734	L3Harris Control Head for XL-185M	A40314036942
SP 602-01735	L3Harris Control Head for XL-185M	A40314036958

SP 602-01736	L3Harris XL-185M 7-800 MHz Mobile w/o head	A40312032330
SP 602-01737	L3Harris Control Head for XL-185M	A40314036946
SP 602-01738	L3Harris Control Head for XL-185M	A40314036962
SP 602-01951	Unication G4D 700/800 MHz Voice Pager	G4DSF1151
SP 602-01952	Unication G4D 700/800 MHz Voice Pager	G4DSF1152
SP 602-01953	Unication G4D 700/800 MHz Voice Pager	G4DSF1153
SP 602-01954	Unication G4D 700/800 MHz Voice Pager	G4DSF1154
SP 602-01955	Unication G4D 700/800 MHz Voice Pager	G4DSF1155
SP 602-01956	Unication G4D 700/800 MHz Voice Pager	G4DSF1156
SP 602-01957	Unication G4D 700/800 MHz Voice Pager	G4DSF1157
SP 602-01958	Unication G4D 700/800 MHz Voice Pager	G4DSF1158
SP 602-01959	Unication G4D 700/800 MHz Voice Pager	G4DSF1159
SP 602-01960	Unication G4D 700/800 MHz Voice Pager	G4DSF1160
SP 602-01961	Unication G4D 700/800 MHz Voice Pager	G4DSF1161
SP 602-01962	Unication G4D 700/800 MHz Voice Pager	G4DSF1162
SP 602-01963	Unication G4D 700/800 MHz Voice Pager	G4DSF1163
SP 602-01964	Unication G4D 700/800 MHz Voice Pager	G4DSF1164
SP 602-01965	Unication G4D 700/800 MHz Voice Pager	G4DSF1165
SP 602-01966	Unication G4D 700/800 MHz Voice Pager	G4DSF1166
SP 602-01967	Unication G4D 700/800 MHz Voice Pager	G4DSF1167
SP 602-01968	Unication G4D 700/800 MHz Voice Pager	G4DSF1168
SP 602-01969	Unication G4D 700/800 MHz Voice Pager	G4DSF1169
SP 602-01970	Unication G4D 700/800 MHz Voice Pager	G4DSF1170
SP 602-01971	Unication G4D 700/800 MHz Voice Pager	G4DSF1171
SP 602-01972	Unication G4D 700/800 MHz Voice Pager	G4DSF1172
SP 602-01973	Unication G4D 700/800 MHz Voice Pager	G4DSF1173
SP 602-01974	Unication G4D 700/800 MHz Voice Pager	G4DSF1174

Miscellaneous

County ID	Property Description	Serial
None	Hannay Hose Reel	257135
None	Hannay Hose Reel	344259
None	Hannay Hose Reel	344260
None	Hannay Hose Reel	344261
None	Hannay Hose Reel	344262
None	Hannay Hose Reel	344263
None	Kenwood TK-7180-K	B4700103
None	Kenwood TK-7180-K	B4700104
None	Kenwood TK-7180-K	B4700105
None	Kenwood TK-7180-K	B4700111
None	Kenwood TK-7180-K	B4700112

#39C

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).



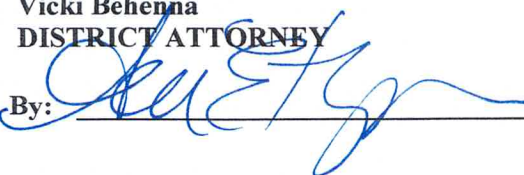
COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY

REPLY BY DISTRICT ATTORNEY:



Vicki Behenna
DISTRICT ATTORNEY

By: 

RECEIVED

JUN 04 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**