

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

July 1, 2023 through June 30, 2024

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 MIDWEST CITY, 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 Midwest City 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 Midwest City in return for the City of Midwest City's 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, 2023, and shall terminate on June 30, 2024. 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 Midwest City shall return the Equipment to the County.

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

Property Description	Serial Number	County ID Number
Motorola HT-1250 HH	749TBU4235	SP602-00515
Motorola HT-1250 HH	749TBU4253	SP602-00517
Motorola HT-1250 HH	749TBU4239	SP602-00518
Motorola HT-1250 HH	749TBU4236	SP602-00520
Motorola HT-1250 HH	749TBU4264	SP602-00521
Motorola HT-1250 HH	749TBU4266	SP602-00522
Motorola HT-1250 HH	749TBU4218	SP602-00524
Motorola HT-1250 HH	749TBU4254	SP602-00525
Motorola HT-1250 HH	749TBU4229	SP602-00527
Motorola HT-1250 HH	749TBU4263	SP602-00529
Motorola HT-1250 HH	749TBSE228	SP602-00533
Motorola HT-1250 HH	749TBSE248	SP602-00534
Motorola HT-1250 HH	749TBSE236	SP602-00535
Kenwood TK-7360H-V Mobile Radio	B3202867	
Kenwood TK-7360H-V Mobile Radio	B3202876	
Kenwood TK-7360H-V Mobile Radio	B3202877	
Kenwood TK-7360H-V Mobile Radio	B3202878	
Kenwood TK-7360H-V Mobile Radio	B3202879	
Kenwood TK-7360H-V Mobile Radio	B3202880	
Kenwood TK-7360H-V Mobile Radio	B3202881	
Kenwood TK-7180-K Mobile Radio	B4800064	
Kenwood TK-7180-K Mobile Radio	B4800065	
Kenwood TK-7180-K Mobile Radio	B4800066	
Kenwood TK-7180-K Mobile Radio	B4800067	
Kenwood TK-7180-K Mobile Radio	B4800068	
Kenwood TK-7180-K Mobile Radio	B4800069	
Kenwood TK-7180-K Mobile Radio	B4800070	
Kenwood TK-7180-K Mobile Radio	B4800071	
Kenwood TK-7180-K Mobile Radio	B4800072	
Kenwood TK-2180 HH MIII TFS	B4300171	
Kenwood TK-2180 HH MIII TFS	B4300172	
Kenwood TK-2180 HH MIII TFS	B4300173	
Kenwood TK-2180 HH MIII TFS	B4300174	
Kenwood TK-2180 HH MIII TFS	B4300175	

Kenwood TK-2180 HH MIII TFS	B4300176
Kenwood TK-2180 HH MIII TFS	B4300177
Kenwood TK-2180 HH MIII TFS	B4300178
Kenwood TK-2180 HH MIII TFS	B4300179
Kenwood TK-2180 HH MIII TFS	B4300180
Kenwood TK-2180 HH MIII TFS	B4300181
Kenwood TK-2180 HH MIII TFS	B4300182
Kenwood TK-2180 HH MIII TFS	B4300183
Kenwood TK-2180 HH MIII TFS	B4300184
Kenwood TK-2180 HH MIII TFS	B4300185
Kenwood TK-2180 HH MIII TFS	B4300186

Dexter T-600 Extractor	W1.20351.012	SP 608-00010
UVC 2 Hanging UV Light Units (6)	1201	SP 503-00011
	1202	SP 503-00012
	1203	SP 503-00013
	1204	SP 503-00014
	1205	SP 503-00015
	1206	SP 503-00016
UVC 2 Tripod UV Light Units (6)	1221	SP 503-00031
	1222	SP 503-00032
	1223	SP 503-00033
	1224	SP 503-00034
	1225	SP 503-00035
	1226	SP 503-00036

3. Purpose. The City of Midwest City 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 Midwest City, 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 Midwest City 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 Midwest City 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 Midwest City further agrees, as allowed by Oklahoma law, 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 Midwest City 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 Midwest City shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

7. Use of Equipment. The City of Midwest City 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 Midwest City 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 Midwest City 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 Midwest City.

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, 2023.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 18th day of May, 2023.



Assistant District Attorney

THE CITY OF MIDWEST CITY

APPROVED AND AGREED TO by the City of Midwest City this 13 day of JUNE, 2023.

BY: , Mayor

Printed Name: MATTHEW P. DUKESTI



ATTEST: Sarah Hancock, City Clerk

**BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA**

APPROVED AND AGREED TO by the Board this _____ day of
_____, 2023.

By: _____
Carrie Blumert, Member

By: _____
Brian Maughan, Member

By: _____
Myles Davidson, Member

ATTEST:

Maressa Treat, County Clerk