

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 | |

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|-----------------------------|----------|
| 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.

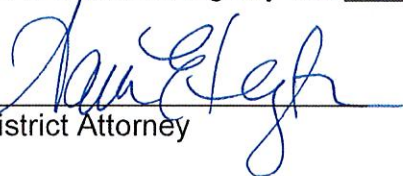
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2023.

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 18 day of JUNE, 2023.

BY:  Mayor

Printed Name: MATTHEW P. DUKESTI



ATTEST: Sara Hancock, City Clerk

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

APPROVED AND AGREED TO by the Board this 28th day of
June, 2023.

By: Carrie Blumert
Carrie Blumert, Member

By: Brian Maughan
Brian Maughan, Member

By: Myles Davidson
Myles Davidson, Member

ATTEST:

Maressa Treat
Maressa Treat, County Clerk

