

CONTRACT FOR THE CITY OF OKLAHOMA CITY
TO PROVIDE FIRE SUPPRESSION SERVICES TO
THE TOWN OF VALLEY BROOK

THIS CONTRACT to provide fire suppression services is entered into by The City of Oklahoma City (“Oklahoma City”), a municipal corporation, and The Town of Valley Brook (“Valley Brook”), a municipal corporation, and is to be effective for a term of one year, from July 1, 2024 through June 30, 2025, at which time it is renewable upon written agreement of both parties.

Valley Brook is situated within the mile section bounded by SE 59th Street on the North, SE 66th Street on the South, Crossroads Boulevard on the West and South Eastern Avenue on the East, a geographical area located outside the corporate limits of The City of Oklahoma City.

The parties hereby agree to the following terms and conditions:

1. Scope of Services.

Pursuant to this Contract, Oklahoma City, through its Fire Department, will provide fire suppression services to Valley Brook.

Fire suppression services are defined as the set or array of actions begun after ignition, designed to limit loss of life and property. This includes the entire process from detection through extinguishment of the fire.

Oklahoma City’s Fire Department’s Standard Operating Procedures governing dispatch of fire suppression equipment and personnel will be used to determine what equipment and manpower to send to Valley Brook in response to a fire suppression incident.

Response of personnel and equipment pursuant to this Contract is subject to the following conditions:

- a. Response of equipment and services is dependent upon the nature of the emergency, the location as provided by the 9-1-1 addressing system, and the proximity of said emergency to the nearest Oklahoma City Fire Department facility.
- b. Oklahoma City’s Fire Department’s Standard Operating Procedures shall determine the type, amount of equipment and number of personnel to respond to the reported incident. All decisions regarding the provision of services pursuant to this Contract will be within the sole discretion of Oklahoma City.

c. Oklahoma City Fire Department equipment and personnel shall remain under the sole control and direction of the Oklahoma City Fire Department at all times.

d. Oklahoma City Fire Department equipment and personnel shall be released from the scene according to established Oklahoma City Fire Department Standard Operating Procedures.

e. The Fire Chief for Oklahoma City or his authorized representative has the sole discretion to determine the type, scope and duration of the response to incidents in Valley Brook. Valley Brook agrees to hold Oklahoma City and its employees thereof harmless from any liability resulting from any such discretionary decision including, but not limited to, whether to respond to a fire suppression incident or the removal of personnel and equipment from a fire suppression incident. Valley Brook will further hold Oklahoma City harmless from any liability for its inability to replace personnel and equipment so removed.

f. Valley Brook waives all claims against Oklahoma City. Valley Brook is subject to the restrictions and limitations of the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) for any losses, claims, damage, injury, or death occurring as a consequence of the performance of this Contract whether such losses, claims, damage, injury, or death are directly incurred by Valley Brook or third parties. Each party agrees to give the other party prompt notice of any claim, suits, actions or proceedings arising as a result of this Agreement. Further, the termination, cancellation, or expiration of this Agreement shall not affect the obligations and rights established hereunder which the parties expressly agree will survive cancellation, termination and expiration.

2. Other Services Provided.

Oklahoma City, through its Fire Department, may also provide other non-fire suppression services normally provided within the Oklahoma City limits. These may include but are not limited to emergency medical, rescue and hazardous materials services. Such services are discretionary and may be discontinued at any time without notice. No additional fees will be charged for the provision of these services. However, Oklahoma City may charge the responsible parties in hazardous materials incidents for the cost of responding. In the event any of these other non-fire suppression services are provided, Valley Brook grants all necessary authority, privileges and immunities to Oklahoma City and its employees that may be necessary to enforce any ordinance, statute or code adopted by the State of Oklahoma or the Town of Valley Brook just as any authority, privileges or immunities would be available to an employee of Valley Brook.

3. Compensation.

In consideration for the services to be provided pursuant to this Contract, Valley Brook agrees to pay Oklahoma City \$28,000. Payments shall be made by the first of each quarter, made payable to The City of Oklahoma City, c/o the City Treasurer, in an amount equal to 1/4 of the annual contract fee. Payments should be sent to the Oklahoma City Fire Department, Fire Chief's Office, 820 NW 5th Street, Oklahoma City, OK 73106. Should the Contract be terminated, Oklahoma City will refund any unearned fees for the rest of the quarter on a prorated basis.

4. Termination.

This Contract may be terminated at any time by either party, with or without cause. Termination will be effective 30 days from the date notice is deposited into the United States mail, unless both parties agree in writing to an earlier or later termination date. Notices shall be mailed to the following addresses:

The City of Oklahoma City
Fire Department Administration
820 NW 5 Street
Oklahoma City, OK 73106

The Town of Valley Brook
1618 SE 59 Street
Oklahoma City, OK 73129

5. Authorized Representative.

The Chief of the Oklahoma City Fire Department and the Chief of the Valley Brook Police Department shall be the authorized representatives and may designate such subordinates in their departments as they determine necessary to act as authorized representatives in their absences. Each principal representative shall provide his counterpart with a list of authorized representatives and telephone numbers for contact purposes.

6. Not Assignable.

This Contract is not assignable.

7. Execution.

This Contract shall be executed, and each copy shall be deemed an original.

8. Entire Agreement.

This Contract expresses the entire understanding of Oklahoma City and Valley Brook concerning this Contract. Neither Oklahoma City nor Valley Brook has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

9. Amendment.

This Contract may be modified only by a written amendment of subsequent date hereto, approved by both parties.

10. Descriptive Headings.

The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation, or effect of this Contract.


11. **Construction and Enforcement.**

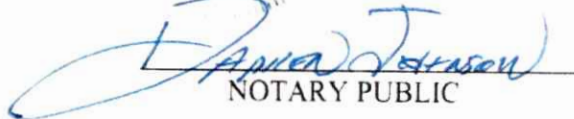
This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

APPROVED by The Town of Valley Brook this 12 day of June, 2024.


THE TOWN OF VALLEY BROOK




MAYOR


NOTARY PUBLIC

APPROVED as to form this 12 day of June, 2024.


ATTORNEY FOR THE TOWN OF
VALLEY BROOK

APPROVED by the City Council and **SIGNED** by the Mayor of The City of Oklahoma

City this 30TH day of JULY, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

Jonathan Garcia
ASSISTANT MUNICIPAL COUNSELOR