

COMMUNITY INFRASTRUCTURE EQUIPMENT FUNDING AGREEMENT

This Community Infrastructure Equipment Funding Agreement (this “**Agreement**”) is dated _____ April, 2026 (the “**Effective Date**”) and is between:

Google LLC, a Delaware limited liability company (“**Google**”); and

Board of County Commissioners of Muskogee County F/B/O Council Hill Fire Department., organized under the laws of the State of Oklahoma (the “**Public Entity**”).

Google and the Public Entity are each a “**Party**” and together the “**Parties**.”

“**Google Parties**” means Google and its parents, subsidiaries, affiliates, and their respective officers, directors, employees, and agents. This includes any special-purpose entity, joint venture, or project company that owns or operates the data center facility described below.

Background

A data center project at or near the intersection of W 123rd St. South and South 174th St. West Council Hill, Oklahoma (the “**Project**”) is expected to increase demands on fire protection and emergency response in the Public Entity’s service area, including demands for specialized response capabilities for electrical infrastructure, lithium-ion battery systems, and high-value electronic equipment.

The Parties want a simple framework under which the Public Entity can buy certain apparatus, vehicles, and related equipment for its own use, and Google can fund approved purchase costs up to agreed limits as part of the Project.

The Parties also want the purchase structure to be clear: the Public Entity will be the purchaser and owner of record, and Google will act only as a funding source.

1. Purpose and scope

1.1 This Agreement sets out the terms under which Google will fund the Public Entity’s purchase of the equipment listed in Exhibit A (the “**Approved Equipment**”) up to the funding cap shown in Exhibit A (the “**Funding Cap**”). The Approved Equipment may have been purchased by the Public Entity before the Effective Date. That Approved Equipment shall be listed in Schedule A noting the date of purchase, and shall be subject to the terms and conditions of this Agreement.

1.2 This Agreement covers only the Approved Equipment and only the costs that Exhibit A says Google will fund. It does not require Google to fund any other item, service, change order, tax, fee, or cost unless the Parties sign a written amendment.

2. Business purpose

2.1 Google is making payments under this Agreement as project-related business expenses connected to the development and operation of the Project. Nothing in this Agreement guarantees or controls the tax treatment of any payment, and each Party remains responsible for its own tax reporting and compliance.

2.2 The Public Entity will not describe a payment under this Agreement as a charitable gift, donation, or contribution in any receipt, acknowledgment, or tax form unless Google asks for that characterization in writing.

3. Public Entity procurement and ownership

3.1 The Public Entity will choose the vendor or vendors, decide the final equipment specifications, and conduct the procurement in line with its own policies and applicable law.

3.2 The Public Entity must be the purchaser of record on each purchase order, contract, invoice, bill of sale, title application, registration filing, and similar document. No Google Party will be a party to the vendor contract.

3.3 The vendor will transfer title directly to the Public Entity. No Google Party will hold title, a security interest, or any other ownership interest in the Approved Equipment at any time.

3.4 The Public Entity is responsible for delivery, inspection, acceptance, titling, registration, licensing, insurance, staffing, training, storage, maintenance, repair, operation, and replacement of the Approved Equipment unless Exhibit A says Google will fund a specific item.

4. Funding limits and excluded costs

4.1 Google will fund only the approved amounts listed in Exhibit A, and never more than the Funding Cap in the aggregate.

4.2 Unless Exhibit A says otherwise, Google will not fund sales or use tax, motor vehicle tax, title fees, registration fees, freight, travel, training, maintenance, fuel, housing, insurance, spare parts, repairs, software subscriptions, or later upgrades.

4.3 If the purchase price or any related cost exceeds the amount approved in Exhibit A, the Public Entity may still proceed with the purchase, but it will be responsible for the excess unless Google approves the excess in writing before the cost is incurred.

4.4 Any vendor rebate, refund, allowance, trade-in credit, warranty credit, or other price reduction tied to Approved Equipment will first reduce Google's remaining funding obligation for that item. If Google has already funded the amount later credited or refunded, the Public Entity will promptly return that amount to Google or cause the vendor to do so.

5. Payment procedure

5.1 Before Google has any payment obligation, the Public Entity must send Google a payment request signed by an authorized officer and include the following:

- (a) a copy of the signed vendor contract or purchase order;
- (b) the vendor invoice, addressed to the Public Entity;
- (c) a short officer certification that the procurement was properly authorized and, to the signer's knowledge, complied with applicable procurement law;
- (d) evidence that the requested amount matches Exhibit A and does not exceed the approved cap for that item; and
- (e) if Google asks for it, reasonable evidence showing the Public Entity's sales-tax or motor-vehicle-tax exemption status and any title or registration paperwork needed for the purchase.

5.2 Google may pay an approved amount directly to the vendor, reimburse the Public Entity after the Public Entity pays the vendor, or fund the payment through escrow, or another agreed disbursement method. The Parties will use the method that best fits local law, tax treatment, and procurement practice for the transaction.

5.3 Google may rely on the Public Entity's payment request and officer certification without independently checking the procurement file, bid process, or technical suitability of the equipment.

5.4 Google may hold back a reasonable final amount until the Public Entity confirms delivery and acceptance if Google and the Public Entity agree to that holdback in Exhibit A or in a written approval.

5.5 Google may decline a payment request, in whole or in part, if the request does not match Exhibit A, exceeds an approved amount, is missing required support, or asks Google to fund a cost that this Agreement does not cover.

6. Vendor acknowledgment

6.1 Before Google makes the first payment for any vendor, the Public Entity will obtain a vendor acknowledgment in substantially the form attached as Exhibit B.

6.2 The vendor acknowledgment should confirm at least these points: the Public Entity is the buyer and owner; each Google Party is only a funding source and not the buyer, owner, lessee, operator, or user of the equipment; all warranties and performance obligations run to the Public Entity; and the vendor has no claim against any Google Party except for an approved payment that Google expressly agreed to make under Exhibit B.

6.3 If a vendor will not sign Exhibit B without reasonable revisions, the Parties will work in good faith on a short substitute form that preserves the same business points.

7. Allocation of responsibility

7.1 The Public Entity is solely responsible for deciding whether the Approved Equipment is suitable for its service area and operational needs.

7.2 The Public Entity is solely responsible for the safe and lawful ownership, operation, maintenance, and use of the Approved Equipment after delivery.

7.3 No Google Party directs or controls the Public Entity's emergency response, procurement decisions, personnel, maintenance practices, or day-to-day operations.

7.4 Nothing in this Agreement creates a partnership, joint venture, agency relationship, or employer-employee relationship between any Google Party and the Public Entity. Neither Party has authority to bind the other or to incur any obligation on the other's behalf.

8. Google Parties' limited role and narrow release

8.1 Google's only contractual role under this Agreement is to fund approved amounts as stated in this Agreement. No Google Party makes any warranty about the Approved Equipment, any vendor, or any procurement process.

8.2 Except for a claim that Google failed to make a payment that it expressly approved and was required to make under this Agreement, the Public Entity will not make or pursue a claim against any Google Party based on the condition, performance, or use of the Approved Equipment, or on anything a vendor, manufacturer, dealer, or service provider did or failed to do. This sentence does not limit the Public Entity's rights against the vendor or manufacturer.

8.3 Neither Party will be liable to the other for indirect, special, incidental, punitive, or consequential damages arising from this Agreement. This limit does not apply to an unpaid approved funding obligation or to a claim for fraud or willful misconduct to the extent such a limit is not allowed by law.

8.4 The protections, limitations, and releases in this Section 8 and in Section 7 extend to all Google Parties, each of which is an intended third-party beneficiary of those provisions.

9. Insurance and risk after delivery

9.1 After the Public Entity accepts delivery of an item of Approved Equipment, the Public Entity will carry the insurance it normally maintains for similar equipment, as required by law and its internal practices.

9.2 No Google Party needs to be named as an insured, additional insured, loss payee, or lienholder on that coverage.

10. Records, audit support, and public records

10.1 The Public Entity will keep procurement, payment, delivery, and acceptance records for at least four years after the later of final payment or final delivery, or for any longer period required by law.

10.2 During that period, the Public Entity will give Google reasonable access during normal business hours to records directly related to payment requests under this Agreement. Google's review rights are limited to confirming that requested funding matches this Agreement; they do not give any Google Party a right to direct the Public Entity's operations.

10.3 The Parties understand that the Public Entity may be subject to open-records or public-information laws. If the Public Entity receives a request that seeks records the Public Entity believes may include Google confidential business information, the Public Entity will, to the extent the law allows, give Google prompt notice so Google may seek protection. The Public Entity may still disclose records if the law requires disclosure.

10.4 Neither Party may use the other Party's name, logo, or marks in advertising or promotional material about this Agreement without prior written consent, except for factual public statements required by law or reasonably needed to describe the transaction to governing bodies, auditors, or vendors.

11. Term, suspension, and termination

11.1 This Agreement starts on the Effective Date and ends on the earliest of: (a) the date all approved payments are made; or (b) termination under this Section 11.

11.2 Google may suspend or terminate this Agreement on written notice if the Project is permanently abandoned or materially reduced so that the public-safety rationale for the funding no longer applies.

11.3 Either Party may terminate this Agreement for a material breach by the other Party if the breach is not cured within 30 days after written notice describing the breach in reasonable detail.

11.4 Termination does not affect Google's duty to pay an amount that was properly approved before termination and otherwise meets the payment conditions in this Agreement.

12. Authority and basic assurances

12.1 Each Party states that it has the legal power and internal approval needed to sign this Agreement and perform its obligations.

12.2 The Public Entity will provide reasonable evidence of signatory authority, tax-exemption documentation if available and relevant, and any governing-body approval that local law requires for the transaction.

12.3 Nothing in this Agreement requires the Public Entity to indemnify any Google Party or to waive any immunity or legal protection that cannot lawfully be waived.

13. General terms

13.1 This Agreement is governed by the law of the State of Oklahoma, without applying its conflict-of-laws rules.

13.2 Any lawsuit relating only to this Agreement must be filed in the state or federal courts located in Muskogee County, Oklahoma.

13.3 This Agreement, including its exhibits, is the entire agreement on this subject and replaces earlier discussions on the same subject.

13.4 Any amendment must be in writing and signed by both Parties.

13.5 The Public Entity may not assign this Agreement without Google's written consent, except as part of a merger, consolidation, reorganization, or transfer by operation of law to a successor public entity that assumes this Agreement. Google may assign this Agreement to an affiliate or a successor to the Project on written notice to the Public Entity.

13.6 If a court finds one part of this Agreement unenforceable, the rest continues in effect to the fullest extent the law allows.

13.7 Notices under this Agreement must be in writing and sent by personal delivery, nationally recognized overnight courier, certified mail, or email with confirmation of transmission to the notice contacts below, or to any updated contact given by notice. Notice is effective when received if by courier, 7 days after mailing if mailed, and when confirmed by a person, not an automated response, by email.

If to Google:

Google LLC

To: Legal Department
1600 Amphitheatre Parkway
Mountain View, CA 94043

Email: 3PDC-PfM-Notices@google.com ;
3pdcpfm@google.com ;
legal-notices@google.com

If to the Public Entity:

To: Council Hill Volunteer Fire Department Inc.
Attn: Ross Kellner
203 E. 7th Street
Council Hill, OK 74428

Email: ross.kellner@gmail.com

13.8 This Agreement may be signed in counterparts, including by electronic signature, and all signed counterparts together form one agreement.

13.9 Sections 3, 4.4, 7, 8, 10, 11.4, and 13 continue after termination to the extent needed to give them effect.

13.10 Except for the Google Parties' third-party beneficiary rights under Sections 7.4 and 8.4, this Agreement is for the benefit of the Parties only. No other person or entity has any right or remedy under this Agreement.

Intending to be legally bound on the Effective Date, the Parties have signed this Agreement.

[signatures on next page]

Google LLC By: _____ Name: _____ Title: _____ Date: _____	Board of County Commissioners of Muskogee County F/B/O Council Hill Fire Department By: _____ Name: _____ Title: _____ Date: _____
--	---



4th day of May 2020
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature] County Clerk

EXHIBIT A

Approved Equipment and Funding Schedule

Funding Cap (aggregate): \$ \$948,208*

Item	Equipment / service	Minimum specs or scope	Qty	Max Google funding	Funded costs included	Excluded or public-entity costs	Target delivery	Notes
1	E-ONE VM8/ SpartanFC-94 Top Mount Pumper		1	\$736,464.00	Base Unit inclusive of Manufacturer's Warranty	Taxes, title, registration, maintenance, fuel, housing, insurance, change orders unless approved	April 30, 2026	Sales Contract between Banner Fire and CHVFD *Interest on the purchase price will accrue until the vendor receives payment, so actual purchase price will exceed notational purchase price.
2	Fire Truck equipment Kit	Extrication equipment, hoses, nozzles, fittings, tool brackets, tools, radio equipment	1	Not to exceed \$175,000.00	specific items requested for outfitting the truck	Taxes, title, registration, maintenance, fuel, housing, insurance, change orders unless approved	April 30, 2026	Purchase Agreement between Banner Fire and CHVFD
4	MSA G1 SCBA 4500 PSI w/ Remote Cylinder QC. #A-G1FS-444 MA2C0LAR.		4	\$27,868.00	Base Equipment		April 30, 2026	

Item	Equipment / service	Minimum specs or scope	Qty	Max Google funding	Funded costs included	Excluded or public-entity costs	Target delivery	Notes
5	MSA G1 Facepiece, MD/ MD. #MSA-10156 459		4	\$1,752.00	Base Equipment		April 30, 2026	
6	MSA G1 4500 PSI/ 45 MIN Carbon LoPro w/ QC. #MSA-10175 708		4	\$5,272.00	Base Equipment		April 30, 2026	
7	MSA G1 Additional Rechargeable Battery Pack. #MSA-10148 741-SP		4	\$1,852.00	Base Equipment		April 30, 2026	
8	Ergodyne SCBA Mask Bag, Fleece Lined. NO CHARGE. #5080L		4	\$0	Base Equipment		April 30, 2026	
9	MSA G1 4500 PSI/ 45 MIN Carbon LoPro w/ QC. #MSA-10175 708 NO CHARGE.		4	\$0	Base Equipment		April 30, 2026	

EXHIBIT B

Vendor Funding Acknowledgment

This Vendor Funding Acknowledgment is made by [vendor name] (the “**Vendor**”) in connection with the Community Infrastructure Equipment Funding Agreement dated [] April 2026 between Google LLC and Council Hill Volunteer Fire Department (the “**Public Entity**”).

“**Google Parties**” means Google LLC and its parents, subsidiaries, affiliates, and their respective officers, directors, employees, and agents, including any special-purpose entity that owns or operates the data center project referenced in the funding agreement.

1. The Public Entity, not any Google Party, is the purchaser and intended owner of the equipment described in the purchase order or vendor contract referenced below.
2. Google is acting only as a funding source for approved amounts. No Google Party is the buyer, lessee, operator, user, or owner of the equipment, and no Google Party assumes any of the Public Entity’s obligations under the vendor contract.
3. All vendor warranties, service obligations, delivery obligations, and performance obligations run to the Public Entity under the vendor contract, not to any Google Party.
4. The Vendor may seek payment from Google only to the extent Google has expressly approved a payment under the funding agreement and this acknowledgment. The Vendor will not assert against any Google Party any claim based on product defect, late delivery, warranty, service, performance, acceptance, change orders, or any amount not expressly approved by Google in writing.
5. The Vendor will invoice the Public Entity as purchaser of record and will cooperate with reasonable title, registration, and tax-exemption paperwork for the transaction.
6. Any rebate, refund, credit, or price reduction tied to the funded equipment will be applied as directed by the Public Entity and Google under the funding agreement.
7. This acknowledgment does not change the vendor contract except as to the Vendor’s rights, if any, against the Google Parties.

Vendor	
Public Entity	Council Hill Volunteer Fire Department
Purchase order or contract reference	
Approved payment reference, if available	

VENDOR By: _____ Name: _____ Title: _____ Date: _____	Acknowledged and accepted by Public Entity By: _____ Name: _____ Title: _____ Date: _____
--	--

