

AGREEMENT FOR AUTOMATIC AID IN FIRE PROTECTION and FIRST RESPONSE and MUTUAL AID IN FIRE PROTECTION AND FIRST RESPONSE

THIS AGREEMENT FOR AUTOMATIC AID IN FIRE PROTECTION and FIRST RESPONSE and MUTUAL AID IN FIRE PROTECTION AND FIRST RESPONSE (the “Agreement”) is made and entered into this 7 day of January, 2025_, by and between the CITY OF COWETA, Oklahoma, a municipal corporation (“Coweta”) and the CITY OF BROKEN ARROW, Oklahoma, a municipal corporation (“Broken Arrow”).

WHEREAS, within Coweta Fire Department’s response area there are various areas where a Broken Arrow Fire Department response unit may be closer than a Coweta Fire Department response unit and there may be various areas within Broken Arrow’s response area where a Coweta Fire Department response unit may be closer than a Broken Arrow Fire Department response unit; and

WHEREAS, Coweta and Broken Arrow desire that all citizens experiencing a fire and/or a Medical Emergency within either Coweta’s or Broken Arrow’s response area receive the best possible response times from the nearest response unit when possible; and

WHEREAS, Coweta and Broken Arrow desire that all citizens receive a response with adequate personnel and in a timely manner to provide the best opportunity for a citizen’s survivability and safety;

WHEREAS, Coweta and Broken Arrow desire that first responders from both communities have sufficient and trained personnel on an emergency scene in a timely manner, and working together to provide the highest levels of safety for fellow responders; and

WHEREAS, Coweta and Broken Arrow desire that all first responders from both communities have sufficient joint training, radio communications, and common policies for incident command and emergency operations to provide for the safety and survivability of citizens and responders alike;

WHEREAS, It is understood that currently both Coweta and Broken Arrow maintain independent 911 Communication centers. As such, both Coweta and Broken Arrow recognize that simultaneous dispatch is not currently possible and timely dispatch of the assisting department is dependent on the municipality receiving the citizen’s request for service and relaying it to the assisting department. However, both Coweta and Broken Arrow will strive to relay all pertinent information to the assisting agency’s communication center in a prompt and thorough manner.

FURTHERMORE, Both Coweta and Broken Arrow will continue to jointly strive to identify technologies, practices, and opportunities to reduce delays and response times in delivering fire protection and first response in the affected areas.

NOW THEREFORE, the parties hereto agree as follows:

1. **Duration of Agreement:** This Agreement shall be effective as of the date it is executed by both the Mayor of the City of Coweta and the Mayor of Broken Arrow and shall remain in full force and effect for an indefinite period until terminated by either party. Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party at the address shown below, unless a party otherwise designates in writing. Notice shall be deemed effective when received.

City of Coweta
Attn Fire Chief
310 S. Broadway
Coweta, OK 74429

City of Broken Arrow
Attn Fire Chief
220 S. First Street
Broken Arrow, OK 74012

2. **Services provided by Broken Arrow:**

AUTOMATIC AID RESPONSE: When a structure fire incident or a Priority 1 medical emergency, occurs at a location that is 1) within the Coweta Fire Department's response area but 2) the Broken Arrow Fire Department has a closer available unit, the Broken Arrow Fire Department will provide a response with the closest fire apparatus (first response only and not intended to substitute for an ambulance transport), if available. Dispatch of the designated Broken Arrow Fire unit should occur simultaneously with the dispatch of a Coweta Fire Department assignment for the incident.

Furthermore, if a working fire is confirmed Broken Arrow should also send one additional Engine, if available. A Broken Arrow Fire Department ambulance and one additional Ladder may be sent at the request of the on-scene Incident Commander, if available, or as described below under mutual aid.

On all divided highways, such as the Muskogee Turnpike, Broken Arrow should dispatch a response unit, if available, to ensure a converging approach is made on all motor vehicle accidents and grass fires.

MUTUAL AID RESPONSE: Upon request to an Authorized Representative of Broken Arrow by an Authorized Representative of Coweta, equipment and personnel of Broken Arrow Fire Department, if available, will be dispatched to a fire protection or first response incident in the City of Coweta or the Coweta Fire Department's response area. For purposes of this Agreement, "Authorized Representative" means a person authorized by his or her respective Fire Chief to represent the fire department.

BACKFILL CAPABILITY: Upon request to an Authorized Representative of Broken Arrow by an Authorized Representative of Coweta, one unit and associated personnel of the Broken Arrow Fire Department, if available, may be dispatched to provide backfill at Coweta Fire Station(s) and/or emergency response to incidents during times when Coweta Fire Department Resources are depleted for an extended duration due to one or more incidents. Backfill shall not typically be done for purposes other than emergency responses, such as but not limited to training, prevention, or other short staffing needs.

3. **Services provided by Coweta:**

AUTOMATIC AID RESPONSE: When a structure fire incident or a Priority 1 medical emergency, occurs at a location that is 1) within the Broken Arrow Fire Department's response area, but 2) the Coweta Fire Department has a closer available unit, the Coweta Fire Department will provide a response with the closest fire apparatus (first response only and not intended to substitute for an ambulance transport), if available. Dispatch of the designated Coweta Fire unit should occur simultaneously with the dispatch of a Broken Arrow Fire Department assignment for the incident. A Coweta Fire Department ambulance may be sent at the request of the on-scene Incident Commander or as described below under mutual aid.

On all divided highways, such as the Muskogee Turnpike, Coweta should dispatch a response unit, if available, to ensure a converging approach is made on all motor vehicle accidents and grass fires.

MUTUAL AID RESPONSE: Upon request to an Authorized Representative of Coweta by an Authorized Representative of Broken Arrow, one or more units of equipment and personnel of the Coweta Fire Department, if available, shall be dispatched to the location of a fire protection or first response incident in the City of Broken Arrow or the Broken Arrow Fire Department's response area.

4. **Five-mile radius:** Notwithstanding a dedicated backfill unit as described above, neither party is required to dispatch equipment or personnel to a fire protection or first response incident located more than five miles from its closest Fire Station.

5. **Expenses:** Each party shall pay its own expenses for work performed according to this Agreement and shall assume the risk of damage and injury to its own equipment and personnel. Each agency shall honor the fire and/or EMS subscriptions services of the other jurisdiction. Partner agencies shall only waive any out-of-pocket expenses for the other jurisdictions' subscription members; each respective agency may bill insurance companies for services rendered. However, residents outside the respective party's corporate city limits (unincorporated areas) who do not participate in either party's fire and EMS subscription service may be billed for services as prescribed by each respective party's ordinance or policy.

Coweta understands that the opportunity and probability to provide any reciprocal services to Broken Arrow are limited, so Coweta agrees to pay Broken Arrow a flat rate of two-thousand-five-hundred dollars (\$2,500) per month for response services rendered by the City of Broken Arrow Fire Department. January 1, 2025, through December 31, 2025, shall be a pilot program to evaluate the demand of services and the benefit to both cities. After December 31, 2025, the cost will be reevaluated by the parties on an annual basis.

Any payments from Coweta to Broken Arrow are subject to the appropriation of adequate and sufficient funds by the Coweta City Council in any fiscal year. Pursuant to

Oklahoma Constitution Article 10, Section 26, in the event the City Council does not appropriate funds sufficient for the payment of monies in any fiscal year of this Agreement, then this Agreement shall be null and void, without further action by either party to this Agreement.

7. **No agency:** It is expressly understood and agreed that each party shall be and remain independent. No agency relationship exists between the parties. Each party shall be solely responsible for the conduct of its respective personnel and equipment. Each party agrees to hold the other free and harmless from liability that may be incurred by reason of the reasonable conduct of each respective party's equipment and personnel.

8. **Waiver:** Except as otherwise provided herein, each party waives all claims against the other for compensation for any loss damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

9. **Governing law and venue:** This Agreement shall be governed by the laws of the State of Oklahoma and any lawsuit related to this Agreement shall be filed in Wagoner County, Oklahoma. Neither party hereto waives any defenses or rights available pursuant to the Government Tort Claims Act, 51 Oklahoma Statutes, Sections 151 et seq., common law, statutes, or constitutions of the United States or the State of Oklahoma.

10. **Entire agreement:** This Agreement constitutes the entire agreement of the parties and supersedes any and all prior agreements, oral or otherwise, relating to the subject matter of the Agreement. This Agreement may only be modified or amended in writing and signed by both parties.

IN WITNESS THEREOF, this Agreement has been executed in multiple copies on the dates set forth below.

**CITY OF COWETA,
OKLAHOMA,**

**CITY OF BROKEN ARROW,
OKLAHOMA,**

Mayor

Mayor

Date
ATTEST:

Date
ATTEST:

City Clerk

City Clerk

APPROVED as to form:

APPROVED as to form:

City Attorney

APPROVED:

Fire Chief

City Attorney

APPROVED:

Fire Chief