

**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 MUTUAL AID IN FIRE PROTECTION AND FIRST RESPONSE (the "Agreement") is made and entered into this 17 day of July, 2018, by and between the CITY OF TULSA, Oklahoma, a municipal corporation ("Tulsa") and the CITY OF BROKEN ARROW, Oklahoma, a municipal corporation ("Broken Arrow").

WHEREAS, along the mutual boundary between Tulsa and Broken Arrow there are various areas within Tulsa city limits which are located closer to a Broken Arrow Fire Department station than to a Tulsa Fire Department station and various areas within the Broken Arrow city limits which are located closer to a Tulsa Fire Department Station than to a Broken Arrow Fire Department station (collectively "the Areas"); and

WHEREAS, Tulsa and Broken Arrow desire that a fire protection or first response incident within the Areas receive the best response time possible; and

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 the Mayor of the City of Tulsa 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 Tulsa
Attn Fire Chief
1760 Newblock Park Dr.
Tulsa, OK 74127

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 within an area that is in the City of Tulsa and is 5 miles or less from a Broken Arrow Fire Station and greater than five miles from a Tulsa Fire Station, Broken Arrow will provide a response with one fire apparatus, if available. Dispatch of the designated Broken Arrow Fire unit will occur simultaneously with the dispatch of a Tulsa Fire Department Assignment for the incident.

MUTUAL AID RESPONSE: Upon request to an Authorized Representative of Broken Arrow by an Authorized Representative of Tulsa, 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 Tulsa. For purposes of this Agreement, "Authorized Representative" means a person authorized by his or her respective Fire Chief to represent the fire department.

3. **Services provided by Tulsa:**

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

BACKFILL CAPABILITY: Upon request to an Authorized Representative of Tulsa by an Authorized Representative of Broken Arrow, one or more units of equipment and personnel of the Tulsa Fire Department, if available, shall be dispatched to provide backfill at Broken Arrow Fire Station(s) and/or emergency response to incidents during times when Broken Arrow Fire Department Resources are depleted for an extended duration due to one or more incidents.

4. **Ten mile radius:** Neither party is required to dispatch equipment or personnel to a fire protection or first response incident located more than ten 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.

6. **Reimbursement for hazardous materials response:** Pursuant to the procedures and conditions set out in Title 13, Chapter 4, Tulsa Revised Ordinances, Tulsa may seek reimbursement from persons and/or business entities for costs of responding to a hazardous materials incident. Tulsa shall not seek any reimbursement from the City of Broken Arrow.

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 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 Tulsa 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 TULSA, OKLAHOMA,
a municipal corporation

CITY OF BROKEN ARROW,
OKLAHOMA, a municipal corporation

Mayor

Title: _____

Date

Date

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED as to form:

APPROVED as to form:

Assistant City Attorney

City Attorney

APPROVED:

APPROVED:

Fire Chief

Fire Chief