

**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 22 day of DECEMBER, 2025, by and between the ROLLING HILLS FIRE PROTECTION DISTRICT, Oklahoma, a rural fire department established by a vote of Wagoner County citizens, ("Rolling Hills Fire Protection District") and the CITY OF BROKEN ARROW, Oklahoma, a municipal corporation ("Broken Arrow").

WHEREAS, within Rolling Hills Fire Protection District Fire Department's response area there are various areas where a Broken Arrow Fire Department response unit may be closer than an Rolling Hills Fire Protection District Fire Department response unit and there may be various areas within Broken Arrow's response area where a Rolling Hills Fire Protection District Fire Department response unit may be closer than a Broken Arrow Fire Department response unit; and

WHEREAS, Rolling Hills Fire Protection District and Broken Arrow also have overlapping jurisdictional boundaries, which may be referred to herein as the "affected areas"; and

WHEREAS, Rolling Hills Fire Protection District and Broken Arrow desire that all citizens experiencing a fire and/or a Medical Emergency within either Rolling Hills Fire Protection District's or Broken Arrow's response area receive the best possible response times from the nearest response unit when possible; and

WHEREAS, Rolling Hills Fire Protection District 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, Rolling Hills Fire Protection District 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, Rolling Hills Fire Protection District 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; and

WHEREAS, It is understood by both the Rolling Hills Fire Protection District and Broken Arrow that regardless of any changes, including any decreases, eliminations, or withdrawals from and/or any increases, additions, or incorporations, to existing Rolling Hills Fire Protection District or the Broken Arrow City limits jurisdictional boundaries, that the current ambulance transport territories and responsibilities for the respective jurisdictions and response areas will be unchanged by this agreement; and per the Oklahoma State Department of Health both agencies shall maintain their current ambulance responses territories and responsibilities; and

WHEREAS, it is understood that currently both Rolling Hills Fire Protection District and Broken Arrow utilize and/or maintain independent 911 Public Safety Answering Points (PSAP) and Communication centers. As such, both Rolling Hills Fire Protection District and Broken Arrow recognize that simultaneous dispatch from each independent Communication Center is not currently possible. The Parties understand that timely dispatch of the assisting department is dependent on the respective Communication Center receiving the citizen's request for service and relaying it to the assisting department. However, both Rolling Hills Fire Protection District and Broken Arrow agree that the timely and accurate collection of 911 information and relaying that pertinent information to both agencies in a prompt and thorough manner is critically important to responders and citizens alike; and

WHEREAS, both Rolling Hills Fire Protection District 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. The current PSAP will remain unchanged and shall not be altered by this agreement; and

WHEREAS, both Rolling Hills Fire Protection District and Broken Arrow agree that utilizing the current Broken Arrow Fire Department "MAIN" dispatch frequency for both department's initial dispatches in the affected areas (overlapping jurisdictions) provides the most timely, effective, and efficient means of communications. The Parties understand that significant emergency incidents involving multiple units and/or agencies may require participating units to be moved to a tactical frequency for the duration of those incidents. Units from each department will verbalize their response when entering another jurisdiction to ensure all responding units are aware of the incoming resources; and

WHEREAS, the Rolling Hills Fire Protection District shall bear all costs, including labor, materials, and/or subscriptions and licenses necessary to upgrade its computer software, hardware, radios, and alerting systems in order to achieve the desired integration with the Broken Arrow Computer Aided Dispatch (CAD) system. This includes providing Information Technology security, as determined by Broken Arrow, enabling station alerting, dashboard notifications, and two-way communication between the CAD and the District's Records Management System (RMS) vendor.

FURTHERMORE, Both Rolling Hills Fire Protection District 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 Board Chairman of the Rolling Hills Fire Protection District 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 ninety (90) 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.

Rolling Hills Fire Protection District
Attn. Fire Chief

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 Rolling Hills Fire Protection District'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, if available. Dispatch of the designated Broken Arrow Fire unit should occur without delay and/or simultaneously with the dispatch of a Rolling Hills Fire Protection District assignment for the incident. Furthermore, if a working fire is confirmed Broken Arrow should send at least two (2) suppression units and an ambulance, if available.

On all divided highways, such as the Creek and Muskogee Turnpike, Broken Arrow should dispatch a response unit, if available, to ensure a converging approach is made on all emergency calls.

MUTUAL AID RESPONSE: Upon request to an Authorized Representative of Broken Arrow by an Authorized Representative of Rolling Hills Fire Protection District, equipment and personnel of Broken Arrow Fire Department, if available, will be dispatched to a fire protection or a first response incident in the Rolling Hills Fire Protection District 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.

DISPATCH SERVICES: Broken Arrow shall collaboratively implement policies, procedures, and technologies necessary to notify Rolling Hills Fire Protection District of any fire, rescue, and/or medical 911 emergency calls (non-law enforcement 911 calls) within the affected area (overlapping jurisdiction).

The City of Broken Arrow agrees to utilize the current Broken Arrow Fire Department "MAIN" dispatch frequency for all departments' initial dispatches to provide the most timely, effective, and efficient means of communications. For significant emergency incidents involving multiple units and/or agencies, responding units should be moved to a tactical frequency for the duration of those incidents. In the event that an incident, and its responding units, are moved to one or more tactical frequencies, the Broken Arrow's Communication Center shall actively monitor those frequencies for incident specific communications with the Communications Center.

The City of Broken Arrow shall implement and support the necessary policies, procedures, and technology infrastructure to allow the Rolling Hills Fire Protection District to receive notifications from the Broken Arrow CAD system, including IT security, station alerting, dashboard notifications, and CAD-to-RMS vendor communication, at the expense of the Rolling Hills Fire Protection District.

The City of Broken Arrow shall schedule periodic implementation progress meetings with the Rolling Hills Fire Protection District to facilitate the transition.

3. Services provided by Rolling Hills Fire Protection District:

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 Rolling Hills Fire Protection District has a closer available unit, the Rolling Hills Fire Protection District 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 Rolling Hills Fire Protection District unit should occur without delay and/or simultaneously with the dispatch of a Broken Arrow Fire Department assignment for the incident. The on-scene Incident Commander may request additional resources from the Rolling Hills Fire Protection District as described below under mutual aid.

On all grass fires east of 193rd East Avenue (County Line) between E 41st and 101st (New Orleans), if available, Rolling Hills shall respond a brush truck apparatus.

On all divided highways, such as the Creek and Muskogee Turnpike, the Rolling Hills Fire Protection District should dispatch a response unit, if available, to ensure a converging approach is made on all emergency calls.

MUTUAL AID RESPONSE: Upon request to an Authorized Representative of Rolling Hills Fire Protection District by an Authorized Representative of Broken Arrow, one or more units of equipment and personnel of the Rolling Hills Fire Protection District 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.

DISPATCH SERVICES: The Rolling Hills Fire Protection District shall collaboratively implement policies, procedures, and technologies necessary to receive dispatch information on all fire, rescue, and medical 911 emergency calls (non-law enforcement 911 calls) within the affected areas from Broken Arrow's Communication Center.

The Rolling Hills Fire Protection District shall bear all costs, including labor, materials, and/or subscriptions or licenses necessary to upgrade its computer software, hardware, radios, and alerting systems in order to achieve the desired integration with the Broken Arrow Computer Aided Dispatch (CAD) system. This includes purchasing all network and system hardware as specified, and purchasing Information Technology security services, as determined by Broken Arrow, enabling station alerting, dashboard notifications, and two-way communication between the CAD and the District's Records Management System (RMS) vendor.

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 bear its own costs for services provided under this Agreement, including any damage or injury to its equipment or personnel. Both parties agree to honor the fire and/or EMS subscription services of the other jurisdiction, including subscriptions held by citizens paying property taxes to the Rolling Hills Fire Protection District. Each party may waive out-of-pocket expenses for the other jurisdiction's subscription members but retains the right to bill insurance companies for services rendered. For example, Broken Arrow's Out of City LifeRide EMS subscription program will be honored by Rolling Hills Fire Protection District, and citizens within the Rolling Hills Fire Protection District will not be invoiced for fire protection services provided by Broken Arrow. However, Broken Arrow may continue to invoice all citizens, regardless of jurisdictional boundaries, for EMS transport services. This agreement does not alter the property taxes levied by either jurisdiction in any manner.

Residents outside the corporate city limits of Broken Arrow or the Rolling Hills Fire Protection District (unincorporated areas) who do not participate in either party's fire and EMS subscription services may be billed for services in accordance with each party's respective ordinances or policies.

Recognizing that Broken Arrow incurs ongoing costs for dispatch and communication services provided to the Rolling Hills Fire Protection District, the Rolling Hills Fire Protection District agrees to pay Broken Arrow a flat fee of ten-thousand dollars (\$10,000) per year for dispatch and technology services described herein. The period from January 1, 2026, to December 31, 2026, shall serve as a pilot program to assess the demand for services and the benefits to both parties. Full payment shall be made by Rolling Hills Fire Protection District to the City of Broken Arrow annually by February 1st. After December 31, 2026, the cost will be reevaluated by the parties on an annual basis.

6. **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.

7. **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.

8. **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.

9. **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.

**ROLLING HILLS FIRE
PROTECTION DISTRICT,
OKLAHOMA,**

Board Chairman

Date

ATTEST:

APPROVED as to form:

Attorney

APPROVED:

Fire Chief

**CITY OF BROKEN ARROW,
OKLAHOMA,**

Mayor

Date

ATTEST:

City Clerk

APPROVED as to form:

City Attorney

APPROVED:

Fire Chief

