

Mutual Aid Agreement

THIS AGREEMENT made and entered into on the 24 day of July, 20 26 set forth by and between the Hitchita Fire Department, a legal entity created pursuant to the provisions of the Appropriate Oklahoma State Statutes, Party of the First Part, and the Council Hill Fire Department, the legal entity created pursuant to the appropriate Oklahoma State Statutes, Party of the Second Part.

WHEREAS, both the Part and the Party of the Second Part are in the business of protecting public property and citizens within their respective districts from fire, tornadoes, and other disasters;

WHEREAS, it is to the mutual advantage of both parties to assist the other in those times of peril where the facilities of one party are unable to cope with the situation and adequately protect the public; and

WHEREAS, it is mutually beneficial and advantageous to both parties to pool their resources, manpower, and expertise in those times of peril and danger.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements, the parties hereto agree as follows:

1. **Definitions**

- a. **"Requesting District"** – As used hereinafter, the term "Requesting District" will imply that District, either Party of the First Part or Party of the Second Part, which initiates a request for assistance contemplated herein from the other Party.
- b. **"Assisting District"** – As used hereinafter, the term "Assisting District" will imply that District, either Party of the First Part or Party of the Second Part, which provides aid upon request for assistance contemplated herein from the other Party.

2. **Duration of Agreement**

This agreement shall remain in full force and effect on a year-to-year basis, renewed by June 30th each year, for an indefinite term until terminated by either party. It is understood that either party may terminate this agreement by written notification to the other party of said party's intent to terminate this agreement, said written notification being provided ninety (90) days before the date upon which the party declares this agreement to end. Said notice, given in writing, shall be addressed to the last known address of the other party, and upon expiration of the termination date, this agreement shall expire and become null and void.

3. **Mode of Procedure**

It is understood and agreed that the Requesting District shall be entitled to request assistance from the Assisting District, which shall be obligated to respond thereto, provided, however, that if, in the opinion of the Assisting District Fire Chief or Ranking Officer, it is impossible to respond to the request of the Requesting District based on the other possible fires or conditions of peril with in the Assisting District's own limits, improper working equipment, lack of manpower, or any other condition determined to be so in the sole judgement and discretion of the Fire Chief or Ranking Officer of the Assisting District, which might be hazardous to the inhabitants of its respective district, said Assisting District shall not be obligated to provide assistance contemplated herein.

4. **Procedure**

It is further understood and agreed by all parties that upon response to such a request, the Requesting District shall remain in full command of the management of the peril, with the exception that the ranking officer from the Assisting Officer of the Assisting District shall remain in charge of said district's manpower and equipment. Otherwise, said the ranking officer of the Assisting District shall FOLLOW THE ORDERS OF THE Requesting District.

5. **Conditions and Compensations**

It is further understood and agreed that each party hereto shall pay its own expenses and assume the risk of damage to its own equipment, including any damage or injury to third parties and/or property. Neither party hereto shall demand or receive compensation from the other for assistance provided hereunder. Further, each district agrees to hold the other free and harmless from liability that may occur by reason of the conduct of each respective district's equipment and manpower. Further, it is understood and agreed that each of the parties hereto shall provide its own liability insurance and workers' compensation insurance, coverage and retirement benefits, and any other accidental insurance coverage deemed appropriate to protect its respective personnel, equipment, and members of the public.

It is expressly understood and agreed between the parties hereto that each district shall be and remain independent and that no agency relationship exists as between the parties and that each party shall be solely responsible for the conduct of its own personnel and equipment with respect to injuries and damages to third parties, and further, neither party shall be liable to the other for claims of injury or damage resulting to their prospective personnel or equipment.

Further, both parties agree that the provisions hereof are entered into pursuant to the provisions outlined in 11 O.S. 29-105 through 29-108, and that the conditions and protections afforded thereby shall be deemed a part thereof.

6. **Map**

See attached map, signed and dated.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on their respective dates.

Dated this 24 day of July, 2026 at 5:20 A.M. / (P.M.)

Party of the First Part:



Signature

Bryan King

Printed Name

Fire Chief

Title

Dated this 24 day of July, 20 26 at 5:20 A.M. (P.M.)

Party of the Second Part:

Ross Kellner

Signature

Ross Kellner

Printed Name

Chief

Title

McIntosh County BOCC

[Signature]

Chairman

[Signature]

Vice Chair

[Signature]

Member

Muskogee County BOCC

[Signature]

Chairman

[Signature]

Vice Chair

[Signature]

Member

ATTEST:

[Signature]

County Clerk

Date: 8-10-26



ATTEST:

[Signature]

County Clerk

Date: 8/17/26



APPROVED:

[Signature]

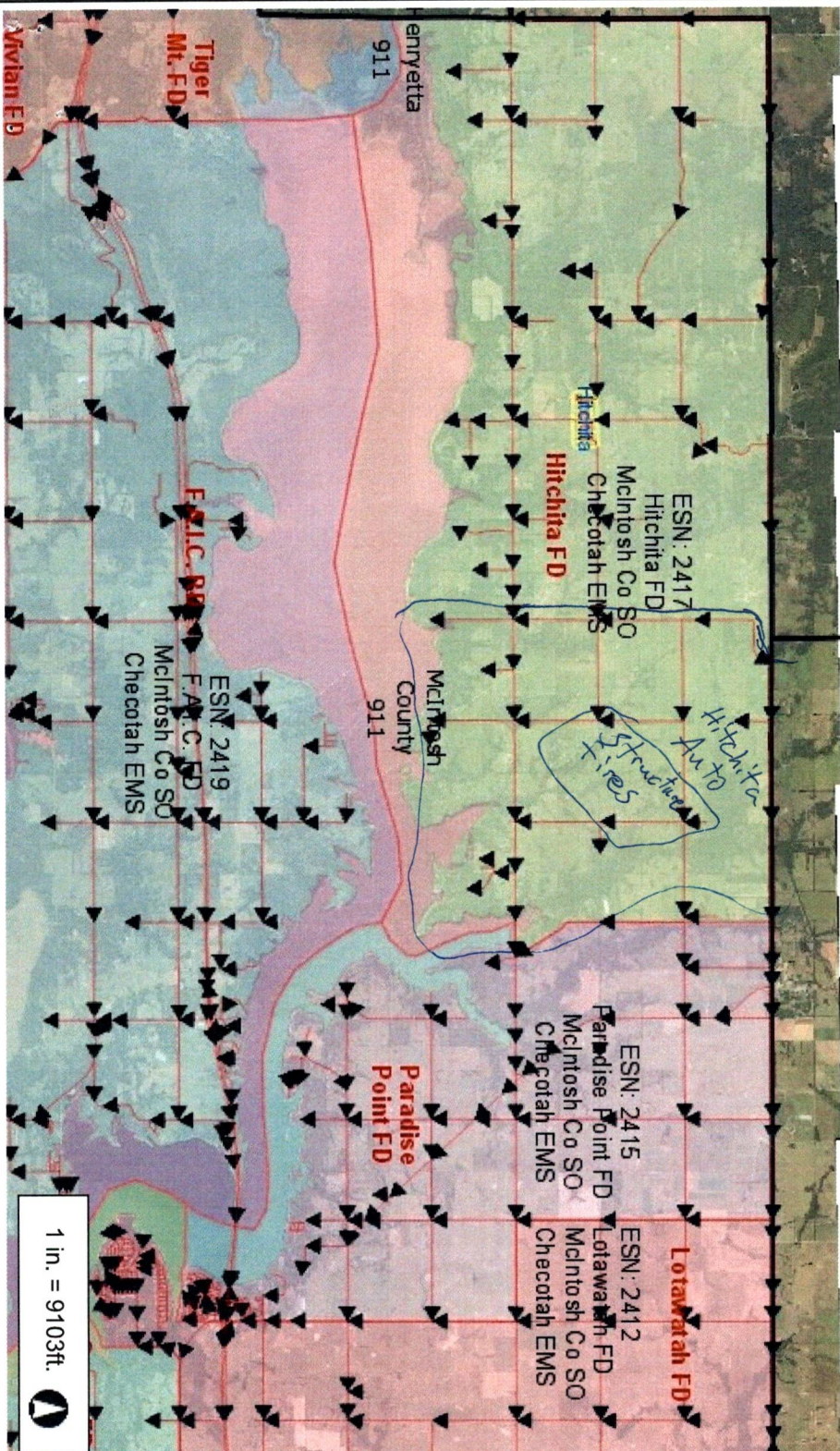
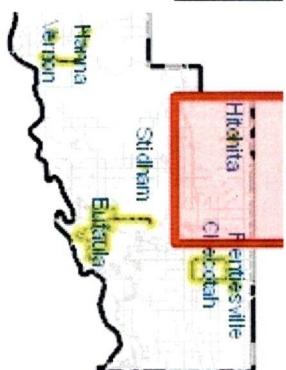
**GREG STIDHAM, ADA
McINTOSH COUNTY**

McIntosh County OK

Oklmulgee
County 911

12513
Council Hill
Auto 111
Sweeth Eves

Mustoogee
County 911
1111
72



- Legend**
- ROADS
 - State PSAP Boundary
 - FIRE
 - Municipal Boundary

Ben King
Hitchita VFD
Parade
CHUFD
7/24/26

Notes Hitchita &
Council Hill FD

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION