

AUTOMATIC AID AGREEMENT

THIS AGREEMENT is made and entered into this 5 day of August, 20 26, by and between the Lotawatah and the Council Hill (collectively referred to as the "Parties").

- **WHEREAS**, both Parties maintain staffed fire departments to protect life and property.
- **WHEREAS**, geographical boundaries allow both forces to provide rapid, cross-border response.
- **WHEREAS**, immediate, pre-arranged dispatch maximizes emergency resource deployment.
- **NOW, THEREFORE**, the Parties agree to the following operational and legal terms:

SECTION 1: DEFINITIONS

"Automatic Aid" means an immediate, simultaneous response by one Party into the other's territory.

"Services" includes structural firefighting, 1 square mile East of Border, rescue, hazardous materials containment, and medical response.

"Requesting Agency" means the Party in whose jurisdiction the emergency incident occurs.

"Responding Agency" means the neighboring Party dispatching apparatus to assist.

SECTION 2: OPERATIONAL POLICIES

- **Dispatch Routing:** Dispatch centers will automatically page the Responding Agency on initial alarms. Secondly, dispatch centers will notify other agencies' dispatch centers by telephone and request automatic aid from those agencies.
- **Coverage Maps:** Areas subject to Automatic Aid are explicitly defined in the attached Exhibit A map, signed and dated.
- **Minimum Staffing:** The Responding Agency will dispatch at least one engine with safety-equipped personnel.
 - Each Party agrees to provide fire protection and related emergency services upon request, subject to availability of resources and in accordance with the policies and procedures of the Requesting Party.
 - Requests for mutual aid shall be made by the Incident Commander or designated official of the Requesting Party.
 - The Responding Party shall, at its sole discretion, determine the amount and type of resources to be provided and may decline any request if necessary to protect its own jurisdiction.
 - This Agreement does not obligate any Party to deplete its own resources below safe operational levels.
- **Command Authority:** The first arriving officer holds command until the Requesting Agency takes over.

SECTION 3: COMMUNICATIONS & LIABILITY

- **Radio Interoperability:** Crews must use a shared, pre-designated radio frequency during aid calls. This shall be done by utilizing Tango-Tango at present due to radio inoperability.
- **Equipment Upkeep:** Each department absorbs its own costs for vehicle repairs and maintenance.
- **Hold Harmless Clause:** Both Parties agree to indemnify and hold each other blameless from claims.
- **No Compensation:** 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, workers' compensation insurance, coverage and retirement benefits, and any other accident 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 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.

SECTION 4: DURATION AND TERMINATION

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.

IN WITNESS WHEREOF, the governing bodies have authorized execution below:

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

Dated this 5 day of August, 2026 at 3:15 A.M. (P.M.)

Party of the First Part:

Buck Crombie

Signature

Buck Crombie

Printed Name

Chief

Title

Dated this 24 day of July, 2026 at 5:30 A.M. / P.M.

Party of the Second Part:

R. Kellner

Signature

Ross Kellner

Printed Name

chief

Title

McIntosh County BOCC

[Signature]

Chairman

[Signature]

Vice Chair

[Signature]

Member

[Signature]

ATTEST:

Deena Jarren

County Clerk

Date: 8-10-26



Muskogee County BOCC

[Signature]

Chairman

[Signature]

Vice Chair

[Signature]

Member

[Signature]

ATTEST:

[Signature]

County Clerk

Date: 8/17/26

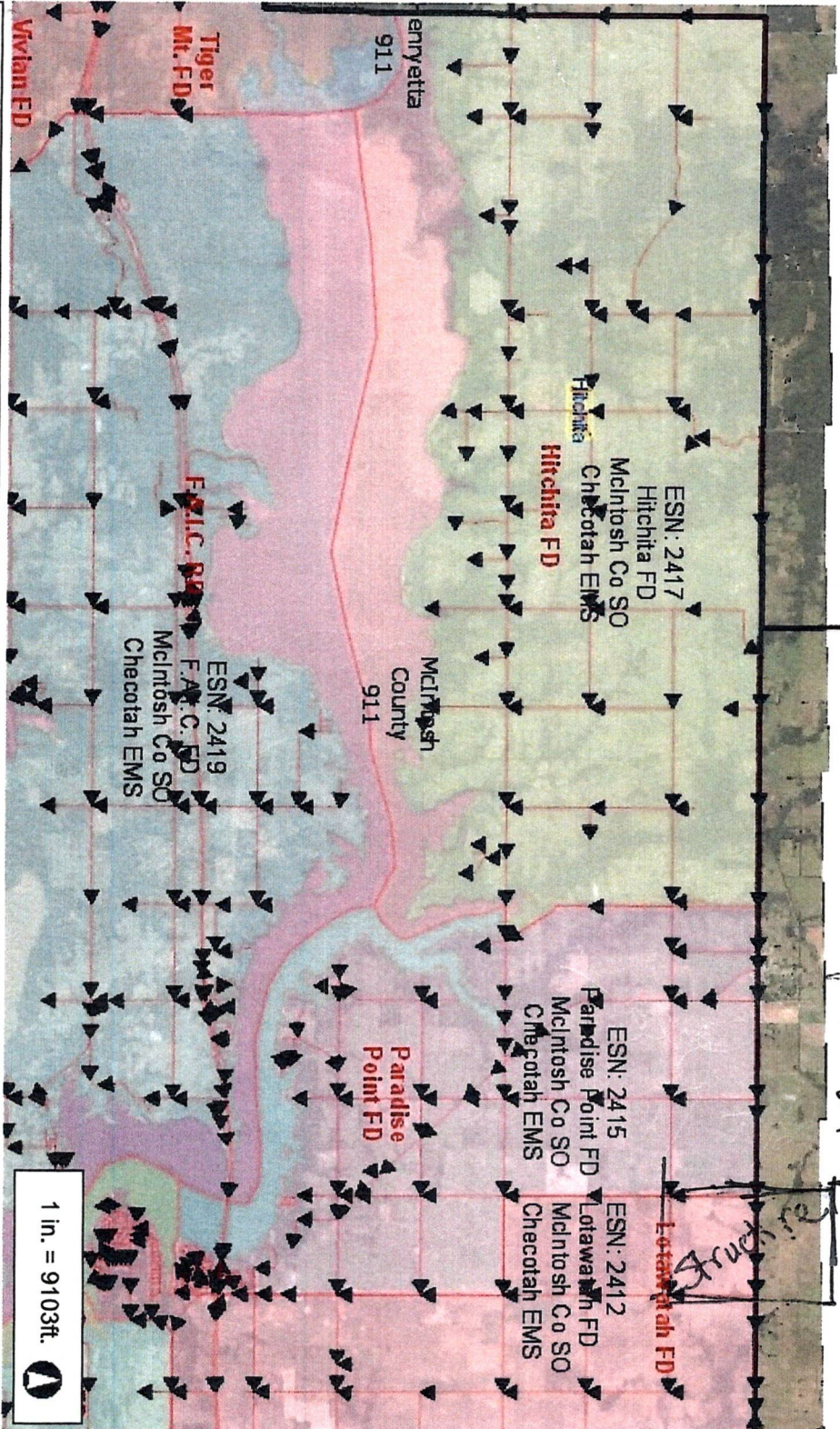
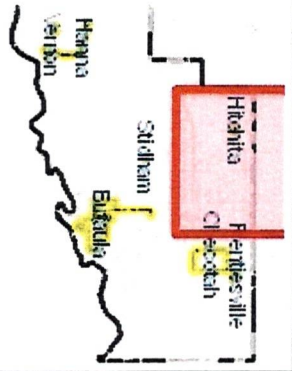


APPROVED:
[Signature]
GREG STIDHAM, ADA
McINTOSH COUNTY

McIntosh County OK

Oklahoma
County 911

123rd
164th
Mustogee
County 911
Council 10th
14th
15th
16th
17th
18th
19th
20th
21st
22nd



Legend

- ▶ ROADS
- State PSAP Boundary
- FIRE
- Municipal Boundary

One looking
1 mile Structure
Automatic only
everything else manual

Notes

Lotawatah

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