

INTER-COUNTY MUTUAL AID AGREEMENT MARION & CLACKAMAS COUNTIES

WHEREAS, the parties hereto recognize the likelihood that fires or other disasters occurring in their respective territories could reach such proportions that it would be impossible to control them with equipment and personnel of any single agency or Fire Defense District and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (The Oregon Emergency Conflagration Act) and

WHEREAS, it is necessary and proper that Mutual Assistance Plans be entered into by the undersigned for the mutual protection of life and property.

IN CONSIDERATION of the covenants herein contained, each of the undersigned agree:

1. To furnish emergency equipment and personnel, upon request when available, to any of the undersigned when such assistance is necessary and appropriate.
2. That each party shall have the right to determine priority for providing fire suppression and/or other emergency services to any other party under this agreement. This determination shall be the responsibility of the commanding officer of the agency sending the assistance.
3. That the officer in charge of the responding organization may, in the exercise of best judgment and discretion, decline to commit apparatus or personnel to a position which would dangerously imperil such resources.
4. That an organization responding under this plan will be for immediate, short duration assistance and that the requesting organization shall release responding units as soon as assistance is no longer required or when the responding units are needed within their own jurisdiction.
5. That none of the parties hereto shall be held liable to any other party for damage to property, loss of equipment, injury to personnel, or for the payment of any compensation arising in the course of, or as a result of, any assistance or lack of assistance rendered under the terms of this agreement. This provision does not waive the legal rights of any individual.
6. That the Chief of each department which is party to this agreement is authorized and directed to meet and draft such rules of procedure as shall best accomplish the purpose of this agreement.
7. That the aid and assistance rendered by the signatories hereto under Emergency Conflagration Act, state and national forest fire defense plans, and civil defense plans shall not be governed by the terms of this agreement.

8. That each party shall develop mutual aid assistance and move-up procedures with other agencies within their local fire defense district. Such procedures shall be pre-programmed and pre-arranged. Each party is responsible for the development of its own mutual aid and move-up procedures.
9. That mutual aid and move-up procedures shall be annually reviewed and updated. Each party is responsible for the coordination of resources and response with other agencies within their local fire defense district.
10. That additional fire protection agencies may be added as parties to the agreement as required. Such agencies shall first be recommended by local fire defense board and be approved by each of the existing parties. Any additions shall be made by means of attachment to the agreement.
11. That the continued failure by any party to meet the requirements established herein, shall be considered just cause for the removal as a participant in this agreement. Such action shall first be recommended by the local fire defense board and be approved by each of the existing parties. Any such removal shall be made by means of attachment to the agreement.
12. That any party may withdraw from the entirety or attachments hereto of this agreement by giving thirty (30) days written notice of its intent to withdraw to each of the other parties.

IN WITNESS WHEREOF, each of the undersigned has caused this agreement to be signed by its duly authorized officers. This document shall not supersede or repeal any existing Mutual or Automatic Aid agreements in effect between individual parties to this agreement, nor shall it affect any existing local fire defense district Mutual Aid agreement.

The effective date of this agreement shall be November 1, 2007 and it shall remain in effect until modified or repealed.

Any party not identified below may be added in accordance with Section 10 of this agreement. For Marion County Fire Defense District, the local fire service agencies are: Aumsville Fire District, Aurora Fire District, Drakes Crossing Fire District, Gates Fire District, Hubbard Fire District, Idanha-Detroit Fire District, Jefferson Fire District, Keizer Fire District, Marion County Fire District #1, Mill City Fire District, Monitor Fire District, Mt. Angel Fire District, Salem Fire Department, Silverton Fire District, Stayton Fire District, Sublimity Fire District, Turner Fire District, and Woodburn Fire District. For Clackamas County Fire Defense District, the local fire service agencies are: Aurora Fire District, Boring Fire District, Canby Fire District, Clackamas County Fire District #1, Colton Fire District, Estacada Fire District, Gladstone Fire Department, Hoodland Fire District, Lake Oswego Fire Department, Molalla Fire District, Monitor Fire District, Sandy Fire District, Silverton Fire District, and Tualatin Valley Fire & Rescue.

Three original signed copies of this agreement shall be maintained on file as follows:

- One (1) at the office of the Oregon State Fire Marshal.
- One (1) at the office of the Marion County Fire Defense Board Chief.
- One (1) at the office of the Clackamas County Fire Defense Board Chief.

Each party to this agreement shall receive a copy of the final signed agreement.

IN WITNESS WHEREOF each of the undersigned has caused this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

MARION COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Date: _____

CLACKAMAS COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Date: _____