

**MUTUAL AID AGREEMENT BETWEEN
MULTNOMAH COUNTY FIRE DEFENSE DISTRICT
AND
CLACKAMAS COUNTY FIRE DEFENSE DISTRICT**

WHEREAS, the parties hereto recognize the likelihood that fires or other like disasters occurring in their respective territories could reach such proportions that it would be impossible to control them with the equipment and personnel of any single agency or Fire Defense District (“Districts”), 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 this Mutual Aid Agreement be entered into by the undersigned for the mutual protection of life and property, and

WHEREAS, the local fire services of each District, listed below, have approved and agree to be bound by the terms of this Agreement,

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

1. To respond to mutual aid requests between Districts as hereafter set forth, and pursuant to mutual aid and move-up procedures developed by the Districts and administered by the Districts’ respective Fire Defense Board Chiefs in conformance with the State of Oregon Mobilization Plan.
2. To furnish emergency equipment and personnel upon request, when available, to any of the undersigned when such assistance is necessary and appropriate.

3. 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.
4. 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.
5. 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.
6. 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.
7. The aid and assistance rendered by the signatories hereto under the Oregon Emergency Conflagration Act, state and national forest fire defense plans, civil defense plans, State of Oregon Regional Hazardous Materials Emergency Response Teams and other agreements which are not mutual aid or mutual assistance agreements shall not be governed by the terms of this Agreement.
8. That mutual aid and move-up procedures shall be annually reviewed and updated. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.

9. That additional local fire service agencies may be added as parties to the Agreement as required. Such agencies shall first be recommended by the local fire defense board and be approved by each of the existing parties. Any additions shall be made by means of attachment to this Agreement.
10. 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.
11. That any party may withdraw from this Agreement by giving thirty (30) days' written notice of its intent to withdraw to each of the other parties.
12. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

The effective date of this Agreement shall be November 9, 2007, and it shall remain in effect until modified or repealed.

Local fire protection agencies not identified below may be added in accordance with Section 10 of this Agreement. For Multnomah County Fire Defense District, the local fire service agencies are: Port of Portland, PDX Fire Department, Portland Fire & Rescue, Gresham Fire & Rescue Services, Multnomah County RFPD #14, and Sauvie Island RFPD #30. 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 (3) 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 Multnomah County Fire Defense Board Chief

One (1) at the office of the Clackamas County Fire Defense Board Chief

Each party of the local fire protection agency 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

MULTNOMAH COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Date: _____

CLACKAMAS COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Date: _____