

Lane County Fire Defense Board

MUTUAL AID AGREEMENT

1.0 Introduction

This agreement is entered into the 1st day of March, 2021 among and between the participating agencies for the purpose of securing to each other periodic emergency assistance for the protection of life and property, and other assistance as may be required.

2.0 Authority

This agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). Further, ORS 190.010 authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers or agencies, have authority to perform. Additionally, ORS Chapters 453, 476, and 401 authorize the Oregon State Fire Marshal and the Administrator of Oregon Emergency Management to develop comprehensive statewide plans for the protection of life and property during disasters. This agreement is intended to be consistent with, and supportive of, such state contingency plans.

3.0 Scope and Term of Aid

Used in the context of fire/medical emergency services in Lane County, mutual aid is an agreement among emergency agencies to lend uncompensated assistance of personnel and/or resources across jurisdictional boundaries. Normally this will occur due to an emergency response that exceeds local resources either in time of disaster, multiple incidents occurring simultaneously or operations exceeding normal operational periods; however, this list is not conclusive.

This agreement can be used to assist in emergency planning, clarifying time expectations for use of resources, aid in defining trigger points for state overhead team activation, aid in defining when local resources fall under the State.

Understandings:

- A. Variations to this agreement can be altered by the involved parties when both or all involved are in agreement to the change. It is recommended these agreements be in writing to avoid misunderstandings.

- B. For the purpose of this agreement assistance is intended to be uncompensated by the requesting agency for a period of not more than 12 hours or the first operational period, whichever is less.
- C. Operations during state declarations of an “emergency” under ORS 401.055 exceed the intent of uncompensated mutual aid assistance.
- D. For structural response, local dispatching guidelines shall be followed on all operations.
- E. Initial time keeping records are the responsibility of the agency offering assistance.
- F. Requesting agency will make attempt to provide rehabilitation resources when time permits during extended operations.
- G. All parties hereto agree to share their licensed radio frequencies amongst each other for mutual aid communications. The term of this authorization shall be governed by the Federal Communications Commission licenses and shall expire upon expiration of the licenses unless extended through renewal of the licenses. All frequencies are subject to the area of operation limitations stated on the authorizing agency’s FCC license.
 - a. All parties agree to use the current LCFDB Communications procedure to facilitate on-scene communications.

4.0 Scope of Agreement

This agreement, being in conformance with the Oregon Fire Service Mobilization Plan as adopted by the Oregon State Fire Marshal, shall include the following types and kinds of mutual aid assistance, and operating terms and conditions.

4.1 Type of Equipment and Personnel.

Each of the parties hereto agrees to attempt to furnish to a requesting party such assistance as the requesting party may deem reasonable and necessary to successfully abate an emergency in the requesting party’s jurisdiction. Provided, however, that the party to whom the request is made shall have, in his or her sole discretion, the ability to refuse such request if sending assistance may lead to an unreasonable reduction in the level of protection within his or her jurisdiction. All parties agree that resources type and staffing should be staffed appropriately according to the incident and resource type.

4.2 Good Faith

Further, the parties hereto recognize and agree that such personnel and equipment shall be periodically unavailable under this agreement due to normal operating requirements. However, when any significant change occurs to the available equipment and/or personnel which shall last

more than 60-days, the party experiencing such change shall notify the Fire Defense Board Chair, or in his/her absence the next in line officer of the Fire Defense Board.

4.3 Dispatching.

It is agreed by the parties hereto that mutual aid assistance, when sent, shall be dispatched promptly and that the first response by the jurisdiction requesting assistance shall not be prerequisite to a request for assistance under this agreement. The parties hereto also agree to cooperate in designing and implementing a move-up or dispatch system to provide automatically a quick and adequate response of personnel and equipment as a given situation warrants. Further, the parties hereto agree that in highly unusual situations requests for assistance may take any reasonable form.

4.4 Supervision

When personnel and/or equipment are furnished under this agreement, the agency having incident command responsibility for the incident, shall have overall supervision of mutual aid personnel and equipment during the period such incident is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the commanding officer of the jurisdiction providing mutual aid assistance shall be in command of the incident until relieved. Further, specific supervision of individual responders will remain with the supervisors provided by the jurisdiction employing such responders.

4.5 Incident Command System

The parties hereto agree that they shall operate in conformance with the State of Oregon Incident Command System as adopted by the Oregon State Fire Marshal and the Oregon Fire Chiefs Association for the operation of the Oregon Fire Service Plan and in compliance with standards adopted under Federal NIMS (National Incident Management System). Such incident management shall include record keeping functions so as to document all activities performed under this agreement including, but not limited to, the scope and extent of personnel and equipment committed, operating items, out-of-pocket expenses, and other costs which, but for the response under this agreement, would not have been otherwise incurred.

5.0 Waivers

5.1 General Waivers.

Each party to this agreement waives all claims against all other parties to this agreement for compensation for any loss, damage, personal injury, or death occurring to personnel and/or equipment as a consequence of the performance of this agreement.

5.2 Indemnity.

To the extent not limited by the Oregon State Constitution or the Oregon Tort Claims Act, ORS 30.270(1), each party shall indemnify each other party for any and all third-party liability for, or on account of any death or injury to person, or damage to property for which the indemnifying party is liable as a result of action taken pursuant to the provisions of this agreement. Each party hereto agrees to maintain liability insurance, or equivalent coverage, covering its activities under this agreement.

5.3 Workers Compensation

Each party to this agreement agrees to provide worker's compensation insurance coverage to each of its responders, and recognizes that although overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of individual responders will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon Worker Compensation Law.

6.0 Refusals to Perform

Nothing in this agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to commit personnel and/or equipment to a position or activity in which an unreasonable danger of loss of life, or equipment exists. The commanding officer of the parties furnishing mutual aid shall be the sole judge of the extent and imminence of such danger to personnel or equipment under their direct responsibility.

7.0 Compensation

In this agreement, each party agrees to give their best efforts to assist the other parties. Therefore, compensation should be limited to reimbursement for consumable supplies and special equipment as described in this section. Incident commanders should communicate and agree upon the use and responsibility for these supplies and equipment.

7.1 Balance of Resources

The parties hereto have agreed to provide equipment and/or personnel at such levels as to be reasonably balanced. Specifically, the extent of

personnel and equipment contemplated under this agreement shall be balanced in terms of type, quality, and quantity.

7.2 Monetary Reimbursement for Special Services.

Where a party hereto is unable to provide like kind reimbursement as described in subsection (7.1) of this section, the party may request assistance under this agreement with the understanding that the party providing mutual aid assistance shall be reimbursed in cash according to the Oregon State Fire Marshal's personnel and equipment reimbursement schedule. Where specific types of equipment and/or personnel are not listed on the reimbursement schedule, the compensation rate shall be according to industry standards relating to the cost of such services.

8.0 Termination

Any party hereto may terminate this agreement at any time by giving thirty (30) days' notice of intention to do so to any and all other parties. Such notice being sent to the governing body of the other parties and a copy thereof to the Chief of the agency of the parties notified.

9.0 Extra Jurisdictional Operating Authority

The parties hereto recognize and agree that ORS Chapters 190, 453, and 476 extend the power and authorities of the parties herein beyond their regular jurisdictions when operating under this agreement.

10.0 Cost Recovery

The parties hereto agree that any cost recovery actions brought by the responding jurisdictions under this agreement against third parties shall be coordinated by the jurisdiction in which the incident giving rise to the response occurred to assure that double billing does not occur.

11.0 Retirement System Status

The parties hereto recognize and agree that under this agreement no Public Employees Retirement System benefits accrue. Further, the parties agree that no benefits shall arise for Federal Social Security, unemployment insurance, or workers compensation.

12.0 Assignments/Subcontractors

The parties hereto recognize and agree not to assign, sell, transfer, sub-contract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of the other parties hereto.

13.0 Successors in Interest

The provisions of this agreement shall be binding upon and inure to the benefit of all other parties to the agreement and the respective successors and assigns.

14.0 Compliance with Government Regulations

Each party to this agreement agrees to comply with federal, state, and local laws, codes, regulations, and ordinances applicable to the work performed under this agreement.

15.0 Force Majeure

No party to this agreement shall be held responsible for delay for default caused by fires, riots, acts of God and/or war which is beyond the reasonable control of the parties.

16.0 Severability

If any provisions of this agreement are declared by a court to be illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provisions held to be invalid.

17.0 Amendments

The terms and conditions of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

18.0 Dispute Resolution

This agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. Any dispute arising under this agreement shall be arbitrated in accordance with ORS 190.710-800.

Agreement continues on signature page. (Section 19.0)

19.0 Approval Signatures

After reading, understanding, and agreeing with the above, having full authority to do so, the parties enter into the agreement on behalf of their specific agency. This is affirmed by signature and date.

<u>Agency</u>	<u>Representative</u>	<u>Signature</u>	<u>Date</u>
Coburg Fire District	Chad Minter	 Chad Minter (Mar 3, 2021 15:29 PST)	03/03/2021
Dexter Rural Fire Protection Dist.	Matthew Peterson	 Matthew Peterson (Mar 3, 2021 19:09 PST)	03/03/2021
Eugene Springfield Fire	Christopher Heppel	 Christopher Heppel (Mar 8, 2021 08:25 PST)	03/08/2021
Harrisburg Fire/Rescue	Bart Griffith	 Bart Griffith (Mar 3, 2021 06:48 PST)	03/03/2021
Junction City RFPD	Brandon Nicol	 Brandon Nicol (Mar 8, 2021 10:01 PST)	03/08/2021
Lake Creek Fire District	Douglas Riggs	 Douglas Riggs (Mar 15, 2021 15:49 PDT)	03/15/2021
Lane Fire Authority	Dale Borland	 Dale Borland (Mar 4, 2021 13:50 PST)	03/04/2021
Lorane RFPD	Tom Soward	 Tom Soward (Mar 3, 2021 20:32 PST)	03/03/2021
Lowell RFPD	Lon Dragt	 Lon Dragt (Mar 4, 2021 11:20 PST)	03/04/2021
McKenzie Fire & Rescue	Darren Bucich	 Darren Bucich (Mar 3, 2021 15:08 PST)	03/03/2021
Mohawk Valley Rural Fire Dist.	Steven Wallace	 Steven Wallace (Mar 3, 2021 15:14 PST)	03/03/2021
Monroe Rural Fire Protection Dist.	Rick Smith	 Rick Smith (Mar 4, 2021 15:27 PST)	03/04/2021
Oakridge Fire Department	Bryan P. Cutchen	 Bryan P. Cutchen (Mar 3, 2021 15:20 PST)	03/03/2021
Pleasant Hill Goshen Fire & Rescue	Andrew Smith	 Andrew Smith (Mar 3, 2021 15:20 PST)	03/03/2021
O.D.F Western Lane District	Grant S. Smith	 Grant S. Smith (Mar 3, 2021 15:35 PST)	03/03/2021
O.D.F Eastern Lane District	Chris Cline	 Chris Cline (Mar 15, 2021 08:40 PDT)	03/15/2021
Siuslaw Valley Fire & Rescue	Michael Schick	 Michael Schick (Mar 3, 2021 15:08 PST)	03/03/2021
South Lane County Fire & Rescue	John R Wooten	 John R Wooten (Mar 4, 2021 07:44 PST)	03/04/2021
Western Lane Ambulance	Michael Schick	 Michael Schick (Mar 3, 2021 15:08 PST)	03/03/2021
Upper McKenzie Fire District	Norm Michaels	 Norm Michaels (Mar 18, 2021 12:23 PDT)	03/18/2021