

RESOLUTION NO. 90-R-480

A RESOLUTION OF THE COUNCIL OF THE CITY OF BROOKINGS APPROVING A MUTUAL ASSISTANCE AGREEMENT BETWEEN THE FIRE AGENCIES OF CURRY COUNTY, OREGON AND DEL NORTE COUNTY, CALIFORNIA.

WHEREAS, it is necessary and proper that a mutual assistance agreement be entered into between the parties for the mutual protection of life and property;

NOW, THEREFORE, in consideration of the covenants herein contained, each of the parties agree to furnish personnel and/or equipment to any of the others when assistance is needed and equipment and men are available.

IT IS FURTHER AGREED THAT:

1. Each jurisdiction's fire department is responsible for the primary fire fighting role and initial (first) response to said fire calls within their respective jurisdiction. This agreement shall only be utilized when the primary fire department deems they are unable to effectively fight the fire.
2. When personnel and equipment from other jurisdictions are furnished, upon call, pursuant to this agreement, the person in charge of fire fighting or other incident in the community or district where such incident occurs, shall have supervision over all equipment during the time of such fire or incident.
3. Each party waives all claims against every other party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement, except as identified in Item No. 4 of this agreement.
4. The receiving fire department of mutual aid assistance shall be responsible for replacement of requested, expendable materials.
5. Responding fire departments shall waive costs of manpower and equipment to the agency requesting aid for a period of 24 hours, after which time costs will be borne by the requesting agency unless waived by the responding department, except for the above mentioned expendable materials.

6. The fire chief or, in his absence, the officer in charge of such fire department involved in this agreement shall have authority to respond to a request per the terms of this agreement to permit equipment and/or personnel out of the limits of that particular responding fire department's boundary and the governing bodies of each participating fire department shall make such rules and regulations as will permit the fire chief or commanding officer to carry out the obligations of this agreement without delay.
7. Minimum requirement for personnel and equipment to be maintained by the parties to this agreement shall be fixed by the fire chiefs from participating jurisdictions designated as the Pacific Coast Cal/Ore Fire Chiefs Association, excepting however that fire fighters participating in such activities shall meet the requirements as prescribed in the Oregon Occupational Safety and Health Code (Oregon Administrative Rules Chapter 437-151-032, Section 2, or California State Fire Marshals requirements), pertaining to fire fighter training and education.
8. Parties to this agreement who do not continue to meet the minimum requirement of personnel and equipment as fixed by the Pacific Cal/Ore Fire Chiefs Association may be dismissed by a majority vote of the association.

This agreement shall be perpetual and shall take effect immediately upon its being executed, and shall remain in effect unless it be terminated by any party giving 120 days notice. Said notice shall be in writing and shall be served upon the chairman of the Pacific Coast Cal/Ore Fire Chiefs Association.

IN WITNESS WHEREOF, the undersigned, pursuant to resolutions duly and legally adopted, have caused these present to be signed by its mayor and recorder, or signed by its chairman and secretary, as the case may be.

PASSED by the council of the City of Brookings and signed by the mayor this 9 day of April, 1990.

Fred Hummel
 Fred Hummel
 Mayor

ATTEST:

Beverly S. Shields
 Beverly S. Shields
 City Recorder