


A RESOLUTION AUTHORIZING THE MAYOR AND )  
RECORDER TO ENTER INTO A MUTUAL ASSISTANCE )  
AGREEMENT WITH SCIO RURAL FIRE PROTECTION )  
DISTRICT. )

RESOLUTION NO. 14  
for 1978

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON  
AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon  
are hereby authorized and directed to enter into a mutual assistance  
agreement with the Scio Rural Fire Protection District for mutual  
protection of life and property. A copy of said agreement is  
attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 0 against  
and approved by the Mayor/<sup>pro tem</sup>this 8<sup>th</sup> day of March, 1978.

  
\_\_\_\_\_  
Mayor pro tem

ATTEST:

  
\_\_\_\_\_  
Recorder

MUTUAL ASSISTANCE AGREEMENT  
(City of Lebanon - Scio Rural Fire Protection District)

WHEREAS, it is necessary and proper that a mutual assistance agreement be entered into by and between the City of Lebanon, a municipal corporation, and Scio Rural Fire Protection District for mutual protection of life and property, and

WHEREAS, Scio Rural Fire Protection District is in close proximity to Lebanon Rural Fire Protection District who is contracted protection with the City of Lebanon, and each party can offer assistance to the other for portions of their respective districts that lies within five miles of either the Lacombe or Crabtree Stations,

NOW, THEREFORE, in consideration of the covenants herein contained, each of the undersigned agrees to furnish men and equipment to the other undersigned when assistance is necessary and men and equipment are available. Scio Rural Fire Protection District further agrees to offer mutual assistance to that portion of Lebanon Rural Fire Protection District which lies within five miles of the Crabtree Station of said Rural Fire Protection District when said protection is requested by the City of Lebanon. The City of Lebanon further agrees to offer mutual assistance to that portion of the Scio Rural Fire Protection District which lies within five miles of the Lacombe Station of the Lebanon Rural Fire Protection District when said protection is requested by the Scio Rural Fire Protection District.

IT IS FURTHER AGREED that:

1. When men and equipment are furnished upon call pursuant to this agreement, the person in charge of fire fighting at fire in the district where such fire occurs shall have supervision over the men and equipment furnished during the time when a fire is being fought;

provided, however, that if the chief or officer commanding fire fighting in the district where such fire occurs shall not have arrived at the fire, the chief or commanding officer of the men and equipment dispatched from the party rendering aid shall be in command of the fire until the arrival of the chief or officer of the party requesting aid and during such time shall exercise all lawful authority of the chief of such district.

2. 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.

5. Minimum requirements of personnel and equipment to be maintained by any party to this agreement shall be fixed by the Fire Chiefs of the parties to this agreement, and failure to meet these requirements by any party shall be the basis for immediate cancellation of this agreement by the other party to this agreement.

IN WITNESS WHEREOF, the undersigned, pursuant to Resolutions duly and legally adopted, have caused these presents to be signed by its Mayor and Recorder and its corporate seal to be hereunto affixed, or signed by its Chairman and Secretary, as the case may be, this 8<sup>th</sup> day of MARCH, 1978.

CITY OF LEBANON

By: W. H. Spires  
Mayor

ATTEST: Edward R. Ave  
City Recorder

SCIO RURAL FIRE PROTECTION DISTRICT

By: William O. Goos  
Chairman of the Board of Directors

By: Wm. L. M. M. M.  
Secretary of the Board of Directors