


A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO ENTER INTO A COOPERATIVE
AGREEMENT OF MUTUAL ASSISTANCE WITH THE
LINN DISTRICT OF STATE DIVISION OF
FORESTRY

RESOLUTION NO. 31
for 1979

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

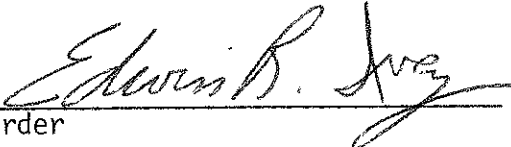
Section 1: That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into a cooperative agreement with the State Division of Forestry, Linn District for mutual assistance. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against and approved by the Mayor this 11th day of July, 1979.



Mayor

ATTEST:



Recorder

ARTICLE I

DEFINITIONS FOR AGREEMENT

- 1.01 "Protection Area" means an area protected from fire by STATE or COOPERATOR as designated on maps described in ARTICLE II of this agreement.
- 1.02 "Protecting Agency" means the party responsible for fire suppression within a protection area.
- 1.03 "Firefighting facilities" means the physical equipment, of each protecting agency, used for the suppression of fire.
- 1.04 "Personnel" means the persons designated by each protecting agency to take part in fire suppression activities.

ARTICLE II

PROTECTION AREAS

- 2.01 STATE Protection Area: The protection area of STATE shall be that indicated on the map labeled Exhibit "A", attached hereto and by this reference made a part hereof.
- 2.02 COOPERATOR Protection Area: The protection area of COOPERATOR shall be that indicated on the map labeled Exhibit "B", attached hereto and by this reference made a part hereof.

ARTICLE III

MUTUAL ASSISTANCE

- 3.01 Cooperation: STATE and COOPERATOR agree to furnish personnel and firefighting facilities to each other to aid in suppression of fires. The protecting agency furnishing assistance reserves the right to send personnel and firefighting facilities reasonably available in the judgment of the individual in charge. It is further understood that STATE will be expected to have manpower and equipment available only during the forest fire season.
- 3.02 Initial Attack Action: If a fire occurs on or near a mutual boundary

both STATE and COOPERATOR shall promptly send personnel and firefighting equipment if available to start fire control action unless it is mutually understood that only one protecting agency will promptly supply the control action.

3.03 Notification: Employees of one protecting agency discovering or receiving reports of fires on or threatening lands within the protection area of the other protecting agency shall report the fires promptly to the responsible protecting agency.

3.04 Reimbursement: It is the intent of this agreement that each protecting agency shall assume its own costs incurred under Paragraphs 3.01 and 3.02, herein, unless reimbursement has been mutually agreed upon. When reimbursement is in order, payment for personnel and firefighting facilities furnished shall be at the prevailing firefighting equipment and wage rates. When using STATE facilities the firefighting rate schedule established by the State Forester shall be used. When using COOPERATOR facilities, the COOPERATOR'S rate schedule will be used.

ARTICLE IV

SUPERVISION

4.01 Regular Procedure: Each protecting agency is responsible for assuming direction of action on fires within its protection area. Initial action taken by the assisting agency, prior to the arrival of the responsible agency, shall be under the supervision of the assisting agency only until the arrival of the responsible agency unless other arrangements are made in advance.

4.02 Change in Procedure: Whenever it appears advantageous to establish a different procedure for supervision of fire control action the protecting agencies may do so by mutual agreement. At all other times the procedure set forth in Paragraph 4.01, herein, shall be in effect.

ARTICLE V

LIMITATIONS - RESPONSIBILITIES

- 5.01 Limitations: In no event shall either party to this agreement be bound beyond its lawful authority and appropriations available.
- 5.02 Liabilities: Neither protection agency shall be liable to the other protection agency for any loss or damage occurring as a consequence of performance or lack of performance under this agreement.
- 5.03 Laws and Regulations: Each party hereto agrees to comply with all federal, state and local laws, rules and regulations pertaining to this agreement including, but not limited to, industrial accident and workman's compensation laws of the State of Oregon.
- 5.04 Burning Permits: It shall be the responsibility of each protecting agency to issue burning permits as required in ORS Chapter 477 and 478 on its own lands unless other arrangements are otherwise jointly agreed upon and are made a part of this agreement.

ARTICLE VI

DURATION - TERMINATION

- 6.01 Duration: It is the intent of the parties hereto that this agreement shall remain in continuous effect until terminated pursuant to Paragraph 6.02 herein.
- 6.02 Termination: This agreement may be terminated at any time by mutual consent of the parties or by one party giving written notice to the other party not less than thirty (30) days prior to effective date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first hereinabove stated.

Witness:

Kenneth O. Lane

STATE:

By Shayne Bonin
State Forester

Witness:

Edward B. By
Recorder

COOPERATOR:

By Daniel A. O'Neil
(Title) Mayor

ATTACHMENT 'C'

Reference of 5.04 of this COOPERATIVE AGREEMENT

The Linn District shall be responsible for the issuance of burning permits upon those lands lying jointly within the Lebanon Rural Fire District and the Linn District.

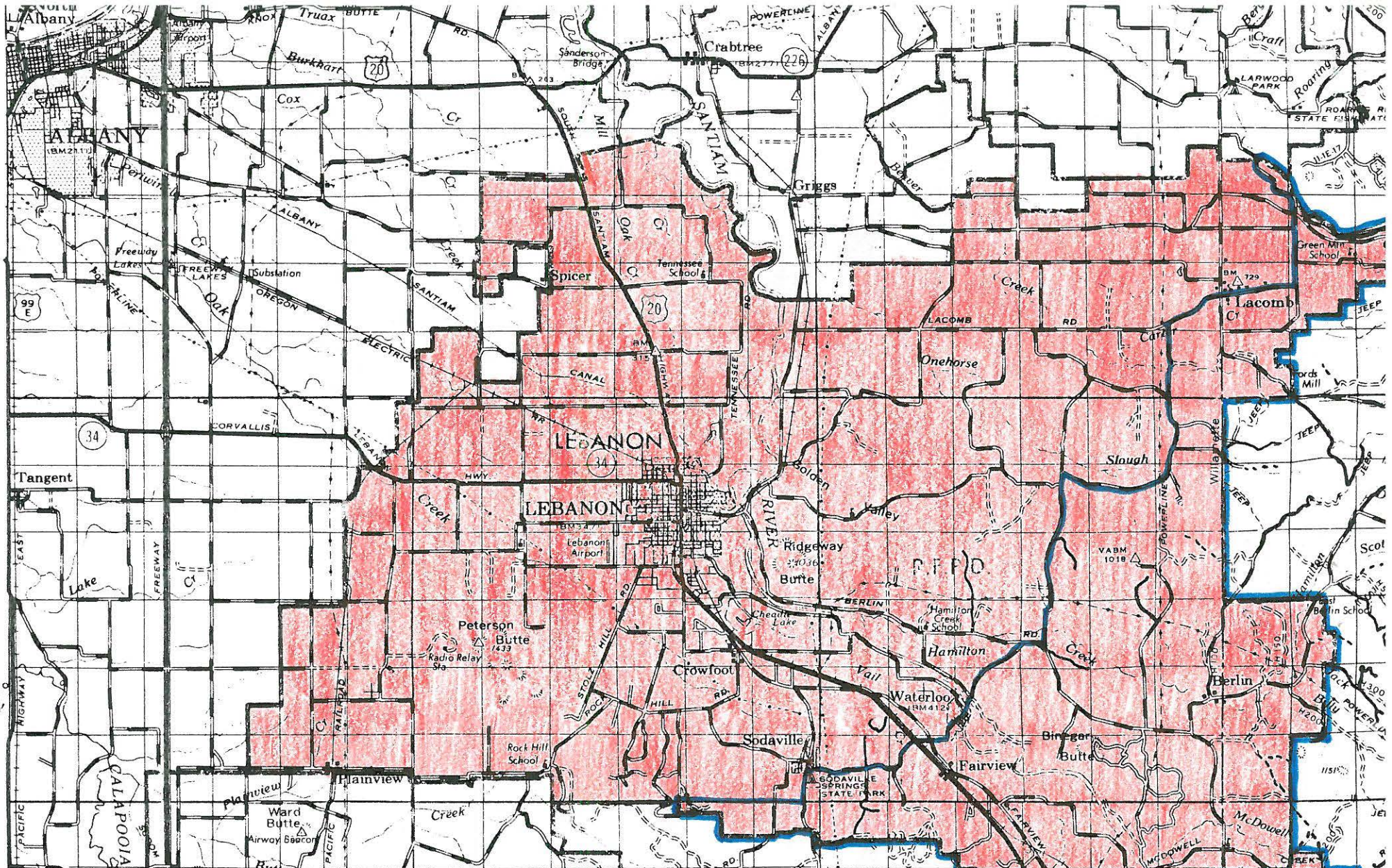
This attachment may be terminated at any time by mutual consent of the parties or by one party giving written notice to the other party not less than thirty (30) days prior to the effective date of termination. If the termination of this attachment is initiated, it shall in no way affect the COOPERATIVE AGREEMENT itself, unless it specifically intends to do so.

NORE: See attachment 'B' for lands in reference.

T. 11 S.

T. 12 S.

44°
30'



ATTACHMENT 'B'



Lebanon Rural Fire District



Outlines area of joint responsibility

