


A RESOLUTION AUTHORIZING THE MAYOR)
AND RECORDER TO EXECUTE AN AGREEMENT)
FOR MUTUAL FIRE FIGHTING ASSISTANCE)
WITHIN LINN COUNTY, OREGON.)

RESOLUTION NO. 22
for 1980

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

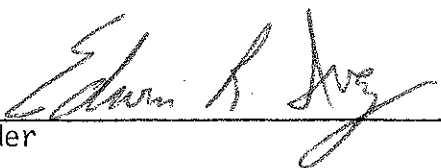
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to execute an agreement for Mutual Fire Fighting Assistance within Linn County, Oregon, between the City's of Albany, Harrisburg, Lebanon, and Sweet Home, and Rural Fire Protection Districts of Brownsville, Jefferson, Halsey, Scio-Crabree and Tangent and the Linn District of Oregon, Division of Forestry. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 6 for and 0 against and approved by the Mayor/^{pro tem} this 9th day of July, 1980.



Mayor pro tem

ATTEST:



Recorder

MUTUAL FIRE FIGHTING ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____
by the undersigned Linn County Fire Departments, Linn County, Oregon.

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires and emergencies within its own jurisdiction and areas, and

WHEREAS, the parties hereto desire to augment the fire protection available in their various establishments, districts, agencies and municipalities in the event of large fires, conflagrations or emergencies, and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in a fire or an emergency is deemed feasible, and

WHEREAS, it is the policy of the above municipalities or other districts and of their governing bodies to conclude such agreements wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practicable and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms:

THEREFORE BE IT AGREED THAT:

1. Whenever it is deemed advisable by the commanding officer of a fire department belonging to a party to this agreement, or by the commanding officer of any such fire department actually present at any fire or emergency to request assistance under the terms of this agreement, he is authorized to do so, and the commanding officer of the department receiving the request, or his authorized subordinates, shall forthwith take the following action:

- a. Immediately determine if apparatus and personnel can be spared in response to the call.
- b. What apparatus and personnel might most effectively be dispatched.
- c. The exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement by the technical heads of the fire department concerned.

- d. Forthwith dispatch such apparatus and personnel as, in the judgement of the responsible officer receiving the call should be sent, with complete instructions as to the mission, in accordance with the terms of this agreement.
- e. All services performed under this agreement shall be rendered without reimbursement of either party or parties.

2. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting agency if, for any reason, assistance cannot be rendered.

3. Each of the contracting parties hereto does hereby waive and release any claim it may have against the other party for loss or damage to personal property and for all personal injury or death arising as a consequence of the performance of this Agreement. Each party agrees to assume all of its losses and damage, both to personal property and to personnel, arising out of the performance of this Agreement. It being agreed and understood that whenever a firefighter for said municipality, and a firefighter who is injured while engaged in such duties outside the limits of his own employing municipality, shall be entitled to the same benefits that he or his family would be entitled to receive, had he been injured within the service of his own municipality.

4. The commanding officer of the fire department requesting assistance shall assume full charge of the operations, but if he specifically requests a senior officer of a fire department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of his responsibility for the operation; provided, that the apparatus, personnel and equipment of the agency rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior responding fire officer or the commanding officer of the department rendering assistance.

5. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and as feasible, to jointly conduct pre-fire planning inspections and drills.

6. The commanding officers of the fire departments of the parties to this agreement are authorized to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

7. This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving ten (10) days notice of said cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement
at _____, Linn County, Oregon on the
day and year first above written.

CITY OF: Albany

Attest:

by _____
City Recorder

by _____
Mayor

CITY OF: Harrisburg

Attest:

by _____
City Recorder

by _____
Mayor

CITY OF: Lebanon

Attest:

by Edwin R. Jue
City Recorder

by Samuel A. Clark
Mayor

CITY OF: Sweet Home

Attest:

by _____
City Recorder

by _____
Mayor

RURAL DISTRICT: Brownsville

Attest:

by _____
Secretary, Board of Directors

by _____
Chairman, Board of Directors

RURAL DISTRICT: Jefferson

Attest:

by _____
Secretary, Board of Directors

by _____
Chairman, Board of Directors

RURAL DISTRICT: Halsey

Attest:

by _____
Secretary, Board of Directors

by _____
Chairman, Board of Directors

RURAL DISTRICT: Scio - Crabtree

Attest:

by _____
Secretary, Board of Directors

by _____
Chairman, Board of Directors

RURAL DISTRICT: Tangent

Attest:

by _____
Secretary, Board of Directors

by _____
Chairman, Board of Directors

Linn District of Oregon, Division of Forestry

Attest:

by _____

by _____