MUTUAL AID AGREEMENT BETWEEN
WASCO, HOOD RIVER and SHERMAN FIRE DEFENSE
DISTRICTS and KLiCKiTAT AND SKAMANiA COUNTY FIRE
PROTECTION AGENCIES

WHEREAS, the parties hereto recognize the likelihood that fires or other like disasters
occurring in their respective territories could reach such proportions that it would be
impossible to control them with the equipment and personnel of any single Fire
Protection Agency or single County Fire Defense District collectively hereinafter referred
to as District; and

WHEREAS, the parties enter into this agreement to secure the benefit of mutual
cooperation and assistance in the face of an emergency created by structural fire, ground
cover fire, emergency medical emergencies and other mutual services; and

WHEREAS, through this agreement the governing bodies of the parties intend to lay the
legal foundation contemplated by ORS 190.010, 190.110, 190.420 and RCW 39.34 to
permit the officers of their respective fire agencies to dispatch personnel and equipment
to specified emergencies upon request without question as to legal authority to do so; and

WHEREAS, Washington Statute RCW 39.34 provide any powers, privileges or
authority exercised or capable of exercise by a public agency of Washington may be
exercised and enjoyed jointly with any public agency of Washington or any other state
having the same powers, privilege or authority, and any two or more public agencies any
enter agreements with one another for mutual cooperative action; and

WHEREAS, the parties hereto recognize the need and desirability for mutual aid
compacts to improve the efficiency and effectiveness of each fire suppression and
emergency medical services system as necessary; and

WHEREAS, the legislature has given the general authority for intergovernmental
agreements by units of local government pursuant to the provisions of ORS 190.010,
190.110, 190.420 and RCW 39.34; and

WHEREAS, patrons of the parties respective jurisdictions will be served more
efficiently by this agreement, providing needed resources for initial and as agreed upon
extended fire attack and emergency response operations; and

WHEREAS, the parties recognize the necessity to have a mutual aid agreement in place
to address mutual aid requests that are not covered by ORS 476.510 to 476.610 (the
Oregon Emergency Conflagration Act), and RCW 43.43.960 - .970 (the Washington
State Fire Mobilization Act); and

WHEREAS, it is necessary and proper that this Mutual Aid Agreement be entered into
by the undersigned for the mutual protection of life and property, and

FINAL DRAFT: 6-14-13
MUTUAL AID AGREEMENT BETWEEN FIRE DEFENSE DISTRICTS
WHEREAS, the local fire services of each jurisdiction listed below, have approved and agree to be bound by the terms of this Agreement,

IN CONSIDERATION of the covenants herein contained, each of the undersigned agrees:

1. To respond to mutual aid requests between Districts as hereafter set forth, and pursuant to mutual aid and move-up procedures as established by the parties and administered by the respective fire jurisdictions in conformance such procedures.

2. To furnish emergency equipment and personnel upon request, when available, to any of the undersigned when such assistance is necessary and appropriate.

3. That each party shall have the right to determine priority for providing fire suppression and/or other emergency services to any other party under this Agreement. This determination shall be the responsibility of the commanding officer of the agency sending the assistance.

4. That the officer in charge of the responding organization may, in the exercise of best judgment and discretion, decline to commit apparatus or personnel to a position which would dangerously imperil such resources.

5. That an organization responding under this plan will be for immediate, short duration assistance and that the requesting organization shall release responding units as soon as assistance is no longer required or when the responding units are needed within their own jurisdiction.

6. That none of the parties hereto shall be held liable to any other party for damage to property, loss of equipment, injury to personnel, or for the payment of any compensation arising in the course of, or as a result of, any assistance or lack of assistance rendered under the terms of this Agreement. This provision does not waive the legal rights of any individual.

7. The aid and assistance rendered by the parties hereto under the Oregon Emergency Conflagration Act, Washington State Fire Mobilization Act, state and national forest fire defense plans, civil defense plans, State of Oregon or Washington Regional Hazardous Materials Emergency Response Teams and other agreements which are not mutual aid or mutual assistance agreements shall not be governed by the terms of this Agreement.

8. That mutual aid and move-up procedures shall be annually reviewed and updated. Each County Fire Defense District is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.

9. That additional local fire service agencies may be added as parties to the Agreement as required. In Oregon, such agencies shall first be recommended by the County Local Fire Defense Board and be approved by each of the existing
parties. In Washington, such agencies must be approved by each of the existing parties. Any additions shall be made by means of attachment to this Agreement.

10. That the continued failure by any party to meet the requirements established herein shall be considered just cause for the removal as a participant in this Agreement. Removal shall be initiated by any single party giving to the alleged non compliant party 30 days advance written notice of an intent to seek removal. The alleged noncompliant party shall have 30 days in which to respond to the notice in writing to all other parties. If, in response to the alleged non compliant party’s response, the party giving notice chooses to withdraw its notice of intent to seek removal the process shall terminate. Otherwise, the issue of removal shall be put to a vote of the signatories to this Agreement with the issue to be decided by a simple majority vote.

11. That any party may withdraw from this Agreement by giving thirty (30) days’ written notice of its intent to withdraw to each of the other parties.

12. Each Oregon County Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed in this Agreement.

This Agreement shall be known as the 2013 Intra-County Mutual Aid Agreement and shall link together all mutual aid agreements currently in effect between Wasco County fire agencies, Hood River County fire agencies, Participating Klickitat County Fire Agencies and Participating Skamania County Fire Agencies.

This Agreement is effective on the date signed by each of the parties, and shall be effective on the date signed and is entered into for the purpose of securing to each party Mutual Aid and Emergency Assistance between Wasco, Hood River and Participating Fire Agencies in Klickitat and Skamania Counties for response to emergencies resulting from any cause.

1.0 DEFINITIONS.

“Assistance Costs” include personnel, equipment and service costs that extend beyond the first Operational Period of an Emergency event that are incurred by the Providing Party. Assistance Costs will be determined at rates according to the Oregon or Washington Mobilization Plan as applicable, and must be eligible costs as determined by such Plan(s), or under the Public Assistance Program or the Fire Management Assistance Grant Program authorized under the Stafford Act, 42 U.S.C. 5121-5206, and the implementing regulations of 44 CFR § 204 and § 206, as they may be amended from time to time, and as set forth in the Federal Emergency Management Agency (FEMA) policy.

“Emergency” is a human-caused or natural event or circumstance within the jurisdiction of any party causing or threatening loss of life, damage to the environment, injury to person or property, human suffering, or financial loss, and the event is or is likely to be beyond the capacity of the party in terms of personnel,
equipment and facilities, and therefore requires Mutual Aid and Emergency Assistance. Events include, but are not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, acts of terrorism or sabotage, and use of weapons of mass destruction.

"Emergency Assistance" includes, but is not limited to, personnel, services, equipment, materials, or supplies offered during an Emergency by the Providing Party and accepted by the Requesting Party to assist in maintaining or restoring normal services beyond the first Operational Period of the Emergency, when such service has been disrupted by the Emergency, and Emergency Assistance from other parties is necessary or advisable, as determined by the Requesting Party. Services include, but are not limited to, incident management, search and rescue, media relations, emergency medical, firefighting and hazmat.

"Mutual Aid" means Emergency Assistance requested by the Requesting Party and provided by the Providing Party during Emergencies where the Emergency Assistance is dispatched as provided in Section 4.4, or the Requesting Party's resources are exhausted. This Emergency Assistance is intended to be unpaid Emergency Assistance for a period of not more than 12 hours, or the first Operational Period of the Emergency, whichever is less. The Providing Party and the Requesting Party may mutually agree to extend the period of time, but Providing Party is entitled to reimbursement of Assistance Costs as set forth in this Agreement upon during such extended period as mutually agreed upon by both Parties. Operations during declarations of emergency under ORS 401.165 or RCW 43.43.960 -.970 exceed the intent of unpaid Mutual Aid assistance and shall be governed by such Acts.

"Operational Period" is defined by the Incident Commander as the amount of time necessary to accomplish the operational objectives assigned to personnel and equipment and which is within safe work/rest ratio standards established in the fire service. Operational Periods are event driven and are typically 12 hours in duration. The operational period may exceed 12 hours during the initial response to an emergency if mutually agreed upon by the requesting and Providing Party. As determined by the Incident Commander, subsequent Operational Periods will never exceed 24 hours.

For an incident within Oregon Department of Forestry (ODF) protected lands or Washington Department of Natural Resources (DNR), mutual aid resources are limited to the first 12 hour operational period. After the initial 12 hours, extension of resources under this mutual aid Agreement must be approved by individual parties, or they may be provided under separate agreement between the ODF or DNR and the individual parties. This mutual aid Agreement is not intended to replace Agreements between any Participating Fire Agencies and the Washington State DNR.

"Providing Party" means a party to this Agreement that provides Emergency Assistance to a Requesting Party under this Agreement.
“Requesting Party” means the party that has legal jurisdiction over the emergency incident, that has made a request for Emergency Assistance, and that has received Emergency Assistance under this Agreement.

“Fire Defense Board” means the association and organization of local fire agencies as defined in the Oregon Plan.

“Participating Fire Agency” means a fire agency organized and operating pursuant to Washington State Law and may include, fire protection districts, regional fire authorities or city or town fire departments.

2.0 AUTHORITY AND SCOPE OF AGREEMENT.

This Agreement is entered into under the authority granted to the parties by their respective charters, Oregon Revised Statutes (ORS) and Revised Code of Washington (RCW). 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, and ORS 190.010 authorizes units of state and local governments to enter into agreements with each other to cooperate in the performance of their duties.

ORS Chapters 190 (Government Corporation), 453 (Hazmat), 476 (Fire), 475 (Controlled Substance) and 477 (Protects Forests and Vegetation) extend the powers and authorities of the parties to this Agreement beyond their boundaries when operating under this Agreement. ORS 402.010 allows the state, counties, and cities, in collaboration with private agencies, to enter into cooperative assistance agreements for emergency aid and resources.

Washington Statute RCW 39.34 provide any powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington or any other state having the same powers, privilege or authority, and any two or more public agencies any enter agreements with one another for mutual cooperative action..

RCW 52.12.031 authorizes fire protection districts to enter into contracts with other governmental entities under Chapter 39.34 RCW to provide fire prevention protection, fire suppression and emergency medical services.

3.0 OPERATIONS.

3.1 Each of the undersigned parties hereby authorize their respective County Fire Defense District and Participating Fire Agencies to enter into mutual aid agreements with adjacent Fire Defense Districts and adjacent Participating Fire Agencies, provided the agreements are in substantial conformance with
established standards, Oregon Revised Statute and Revised Code of Washington. Upon exercise of a mutual aid agreement between Fire Defense Districts or between Participating Fire Agencies, and notification to the Fire Chiefs of the undersigned parties, the undersigned parties agree to comply with the direction of the their respective County Fire Defense District Fire Chief and to provide Mutual Aid or Emergency Assistance consistent with the provisions of this Agreement.

4.0 TYPE OF EQUIPMENT AND PERSONNEL

The parties agree to provide to all other parties to this Agreement, and to adjacent County Fire Defense Districts or Participating Fire Agencies that have entered into a mutual aid agreement with the parties to this Agreement, personnel and equipment, which is normally staffed and assigned to emergencies subject to the following conditions:

4.1 The minimum requirements of personnel and equipment available for assistance pursuant to this Agreement shall generally comply with the requirements set for the by their respective Fire Service Mobilization Plan. Other personnel and equipment minimums may be fixed by action of the County Fire Defense Board for Oregon jurisdictions.

4.2 The parties 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 30 days, the party experiencing such change shall notify all other parties to this Agreement.

4.3 Each of the parties agrees to furnish to a Requesting Party such as Mutual Aid 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 sole discretion to refuse such request, or withdraw from a request, if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction, and provided further that a state or local agency may refuse a request for assistance if necessary to comply with any limitations on the use of dedicated funds by that agency. A Requesting Party agrees to release a Providing Party as soon as assistance is no longer required.

4.4 A Providing Party will not deploy without a request for mutual aid assistance by a Requesting Party.

4.5 It is recognized and agreed by the parties that closest unit response is in the best interest of all communities within the Counties and that from time to time minor response imbalances between participating agencies may occur and shall be considered diminutive and inconsequential as compared to the benefits conferred
upon the communities by the terms of this Agreement. The parties agree that
equipment and personnel, when sent, shall be dispatched promptly and that first
response by the Requesting Party shall not be a prerequisite to a request for
Emergency Assistance under this Agreement.

4.6 The parties agree that it is in the public interest for them to cooperate in
developing an effective mutual aid system in an effort to provide for adequate
response of personnel and equipment upon request. The parties may further utilize
move-up of personnel and equipment when necessary to maintain adequate levels
of protection throughout all jurisdictions as the situation warrants.

5.0 SUPERVISION/AGENCY AUTHORITY

When Emergency Assistance is furnished under this Agreement, the Requesting
Party shall retain incident command responsibility for the incident and shall
establish overall supervision of the Emergency through the nationally recognized
incident command system. However, when officers from the Requesting Party
have not arrived at the scene of the incident, the commanding officer of the
Providing Party arriving first shall assume incident command until relieved.
“Supervision,” as used in this section, refers to conduct of the mission. Personnel
participating in the mission remain an employee or volunteer of the party that
deployed them, and are subject to the policies and procedures of that party.

Unless expressly authorized by the Requesting Party, a Providing Party, its
officers, employees and agents, are not authorized to make any representation,
enter into any agreement, waive any right, or incur any obligation in the name of,
on behalf of, or as an agent for, the Requesting Party.

6.0 EMERGENCY CONFLAGRATION ACT OR HAZARDOUS MATERIALS
RESPONSE

Aid and assistance given under order of the Administrator of the State Emergency
Management Division in the event of the emergency proclamation by the
Governor, or under the “Emergency Conflagration Act” or Washington State Fire
Mobilization Act; or in response to hazardous material incident pursuant to the
terms of a contract with the respective State Fire Marshal and in conformance
with administrative rules regarding hazardous materials response promulgated by
the respective State Fire Marshal and the State of Oregon or Washington, is not to
be governed by this Agreement.

7.0 REPEAL OF OTHER AGREEMENTS

This Agreement does NOT supersede or repeal any automatic aid agreements or
pre-programmed first response agreements, hazardous materials response
agreements with the State of Oregon or State of Washington, mutual aid
hazardous materials agreements with other State Response Teams, equipment
sharing agreements with local, State or Federal agencies, or emergency planning agreements established at the local, County, State or Federal level, the Oregon Urban Search and Rescue Task Force Mutual Aid Agreement, agreements with ODF or Washington State DNR for provision of services beyond the first 12 hours of an incident.

8.0 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 or equipment as a consequence of the performance, failure to perform, or delay in performance, arising out of this Agreement; excepting, however payment of Assistance Costs required by this Agreement.

9.0 HOLD HARMLESS

Any Requesting Party shall, to the extent permitted by any applicable constitutional or Tort Claims Act limitation, save and hold harmless any Providing Party against any and all claims or actions brought against the Providing Party, arising out of the Providing Party’s efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the Providing Party.

10.0 WORKERS’ COMPENSATION

Each party to this Agreement agrees to provide workers’ compensation insurance or equivalent coverage to each of its employees and volunteers, and that while responding under this Agreement each recognizes that while overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of “special employer” relationships under Oregon or Washington workers’ compensation law.

11.0 REFUSALS TO PERFORM

This is a mutual aid agreement and it is assumed that all available assistance will generally be provided. Any responding party may refuse to perform any specific task when, in the sole determination of the Providing Party’s commanding officer, response would create an unreasonable risk of danger to the Providing Party’s employees, volunteers, independent contractors, equipment or any third party.

12.0 COMPENSATION/PUBLIC ASSISTANCE /FIRE MANAGEMENT ASSISTANCE

The parties agree that the Emergency Assistance available or provided during the Operational Period are roughly equivalent, and agree that the availability and provision of such constitute adequate consideration under this Agreement without reimbursement.
of Assistance Costs. Assistance Costs beyond the original Operational Period, however, are subject to reimbursement by the Requesting Agency unless otherwise agreed. The Requesting Party will take all reasonable actions to apply to FEMA for reimbursement of the Providing Party’s eligible costs. To the extent legally required, the Providing Party will submit its claim for reimbursement to the Requesting Party. Both the Requesting Party and Providing Party will keep detailed records of the Emergency Assistance requested and received, and provide those records as part of the supporting documentation for a reimbursement request. The parties will cooperate to the fullest extent possible to facilitate reimbursement of eligible Assistance Costs.

13.0 TERMINATION

Any party hereto may terminate its participation in this Agreement at any time by giving 30 days’ notice of the intention to do so to any and all other parties. Such notice shall be sent to the governing body of the other parties and a copy thereof to the chief of the department of the parties notified. This Agreement will remain in effect so long as there are at least two parties remaining.

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 or default caused by fires, riots, acts of God and/or war which is beyond the reasonable control of the parties.

16.0 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.

17.0 TERM OF AGREEMENT

This Agreement shall be effective and continue in full force and effect until execution of a successor agreement or termination as set forth above.

18.0 EXECUTION OF AGREEMENT

This Agreement shall be adopted as follows:

In Oregon, the Agreement shall be adopted by each County Fire Defense Board District and signed by each participating County Fire Defense Board Chief on behalf of each participating mutual aid agency. Original documents shall be
executed of the Agreement, to be continually located and held in perpetual escrow
by the office of each County Fire Defense Board Chief.

In Washington, the Agreement shall be approved by the legislative body of each
Participating Fire Agency and a signed original shall be recorded in each County
that has a Participating Fire Agency as a signatory.

All signatures shall be executed in counterparts, using the form appearing on the
next page hereto or another substantially in that form.

It being the intention to avoid numerous signing of original documents,
photocopies of original documents will be prepared and delivered to each
organization concerned herewith upon execution of said original documents.

The effective date of this Agreement shall be the date it is signed, and it shall remain in
effect until modified or repealed.

For Wasco County Fire Defense District, the local fire service agencies are: Mid-
Columbia Fire and Rescue, Mosier Fire District, Dufur Fire Department, Tygh Valley
Fire District, Wamic Fire District, Maupin Fire Department, Juniper Flat Fire District,
and Shaniko Fire Department. For Hood River County Fire Defense District, the local
fire service agencies are: Cascade Locks Fire & EMS, Hood River Fire Department,
Wy’East Fire District, Parkdale Fire District, and Westside Fire District. For Skamania County
Fire Defense, the local agencies are:

Four (4) original signed copies of this Agreement shall be maintained on file as follows:

One (1) at the office of the Wasco County Fire Defense Board Chief
One (1) at the office of the Hood River County Fire Defense Board Chief
One (1) to be recorded in Klickitat County
One (1) to be recorded in Skamania County
One (1) at the office of the Sherman County Fire Defense Board Chief.

Each mutual aid party of the local fire protection agency to this Agreement shall receive a
copy of the final signed agreement.

IN WITNESS WHEREOF, each of the undersigned has caused the Agreement to be
approved by their respective governing authority and its duly authorized officers.
OREGON PARTICIPATING AGENCIES

WASCO COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____________________ Date: __________

HOOD RIVER COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____________________ Date: __________

SHERMAN COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____________________ Date: __________