

KLAMATH COUNTY FIRE DEFENSE MUTUAL AID AGREEMENT

1.0 INTRODUCTION:

WHEREAS, certain disasters / emergencies have the potential of outstripping the capacity of any community to effectively protect life and property,

WHEREAS, the parties desire to combine and coordinate their resources for responses to disasters / emergencies occurring in their jurisdictions,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed between the parties as per the attached signature page,

BE IT RESOLVED, This Agreement shall become effective on the date signed, and shall be effective as to each additional party as provided in Section 18 of this Agreement and is entered into for the purpose of securing to each party periodic disaster / emergency assistance for response to disasters / emergencies resulting from any cause. This agreement is approved by the Klamath County Fire Defense Board on this 1st day of July 2022 and shall be reviewed for update or revision every five years hereafter.

2.0 AUTHORITY:

This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). Further, 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.

3.0 SCOPE OF AGREEMENT:

This Agreement, being in conformance with the Oregon Fire Service Mobilization Plan as adopted by the State Fire Marshal, shall include the following types and kinds of mutual aid assistance, and operating terms and conditions.

3.1 TYPE OF EQUIPMENT AND PERSONNEL:

The parties hereto agree to provide to all other parties to this Agreement personnel and equipment as described in Attachment "A" (To be updated annually) which is incorporated herein by this reference. Parties agree when providing equipment and personnel; equipment meets the requirements of the Oregon Fire Service Mobilization Plan and personnel meet the training requirements of the Oregon Fire Service Mobilization Plan.

Further, the parties hereto 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 thirty (30) days, the party experiencing such change shall notify all other parties to this Agreement.

3.2 GOOD FAITH:

Each of the parties hereto agrees to attempt to furnish to a requesting party such assistance as the requesting party may deem reasonable and necessary to successfully abate an emergency in

KLAMATH COUNTY FIRE DEFENSE MUTUAL AID AGREEMENT

the requesting party's jurisdiction. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such 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.

3.3 DISPATCHING:

It is agreed by the parties hereto that mutual aid assistance, when requested, shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this Agreement. The parties hereto also agree to cooperate in designing and implementing a move-up or dispatch system to provide automatically a quick and adequate response of personnel and equipment as a given situation warrants. Further, the parties hereto agree that in highly unusual situations requests for assistance may take any reasonable form. In all cases when resources are dispatched, units will keep the local dispatch center informed of their status.

3.4 SUPERVISION:

When personnel and/or equipment are furnished under this Agreement, the agency having incident command responsibility for the incident shall have overall supervision of mutual aid personnel and equipment during the period such incident is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the commanding officer of the jurisdiction arriving first to provide mutual aid assistance shall be in command of the incident until relieved. Further, "supervision" as used in this section refers to conduct of the mission. Each person participating in the mission remains an employee of that person's employing agency and is subject to the personnel policies solely of that employing agency.

3.5 INCIDENT COMMAND SYSTEM:

Parties hereto agree to operate using the National Incident Management System (NIMS) and meet the requirements of NIMS.

3.6 COMMUNICATIONS:

For communication interoperability; parties of this agreement who hold FCC frequency licenses agree to grant permission to signers of this agreement the use of those frequencies.

4.0 WAIVERS:

4.1 GENERAL WAIVERS:

Except for instances of gross negligence, reckless, or intentional acts on the part of a party's volunteers, employee(s), or officers, 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 and/or equipment as a consequence of the performance of this Agreement.

KLAMATH COUNTY FIRE DEFENSE MUTUAL AID AGREEMENT

4.2 HOLD HARMLESS:

Any party responding to a request for assistance under this Agreement shall save and hold harmless the requesting party from, and indemnify the requesting party against, any and all third party liability for or on account of any death or injury to person (s), or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this Agreement, excepting gross negligence, reckless, or intentional acts on the part of a party's volunteers, employee(s), or officers. Each party hereto agrees to obtain liability insurance, or equivalent coverage, covering its activities assumed under this Agreement, to the minimum dollar amounts required under the Oregon Tort Claims Act, ORS 30.270(1)

4.3 WORKERS' COMPENSATION:

Each party to this Agreement agrees to provide workers' compensation insurance coverage to each of its employees and volunteers, and responding under this agreement recognizes that although 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 workers' compensation law.

5.0 REFUSALS TO PERFORM:

This is a mutual aid agreement and it is assumed that all available assistance will generally be provided. Nothing, however, in this Agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to respond when that is appropriate in its sole determination.

In addition, any responding party may refuse to perform any specific task when, in the sole determination of the responding party's commanding officer, response would create an unreasonable risk of danger to the responding party's employees and/or equipment or any third party.

6.0 COMPENSATION:

The signers of this agreement agree that personnel and equipment may be made available for the first 24 hours and are approximately equivalent. Each responding agency is responsible for their individual costs during the first 24 hours unless other arrangements are made.

In those instances, a request for specialized equipment and / or personnel is made outside the scope of this agreement the requesting agency may be responsible for incurred cost. Agency to agency negotiation is encouraged.

7.0 COST RECOVERY:

The parties hereto agree that any cost recovery actions brought by responding jurisdictions under this agreement against third parties shall be coordinated by the jurisdiction in which the incident lies. If the requesting party chooses not to bill a third party after the agreed upon 24-hour period or any billable incident per a district's policy for any costs incurred, the requesting jurisdiction shall be liable to all responding parties only to the extent as herein agreed.

KLAMATH COUNTY FIRE DEFENSE MUTUAL AID AGREEMENT

8.0 TERMINATION:

Any party hereto may terminate this Agreement at any time by giving thirty (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 / district of the parties notified. This agreement will remain in effect so long as there are at least two parties remaining.

9.0 EXTRA JURISDICTIONAL OPERATING AUTHORITY:

The parties hereto recognize and agree that ORS Chapters 190, 453, 476 and 478 extend the powers and authorities of the parties herein beyond their regular jurisdictions when operating under this Agreement.

10.0 RETIREMENT SYSTEM STATUS:

The parties hereto recognize and agree that under this Agreement public employee retirement benefits and social security benefits accrue in the manner prescribed by the employee's regular employment and are the responsibility of the regular employer as if the employee were performing the employee's regular duties. No additional benefits arise due to participation in assistance under this Agreement.

11.0 ASSIGNMENTS/SUBCONTRACTS:

Except as expressly provided herein, the parties hereto recognize and agree not to assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the other parties hereto.

12.0 SUCCESSORS IN INTEREST:

The provisions of this Agreement shall be binding upon and inure to the benefit of all other parties to the Agreement and the respective successors and assigns.

13.0 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.

14.0 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.

15.0 SEVERABILITY:

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

KLAMATH COUNTY FIRE DEFENSE
MUTUAL AID AGREEMENT

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 hereto.

17.0 DISPUTE RESOLUTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution, except binding arbitration.

KLAMATH COUNTY FIRE DEFENSE
MUTUAL AID AGREEMENT

18.0 SIGNATURES:

BE IT RESOLVED, the undersigned warrant and represent that they are duly authorized to bind the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement. All signatures shall be executed in counterparts, using the form appearing below.

MUTUAL AID AGREEMENT
KLAMATH COUNTY
Date TBD

Klamath County Fire Districts

BLV RFPD

By: *Eda Hunter*
Title: Chief Sec. Date: 12/15/22

BONANZA RFPD

By: *Pat J. J. J.*
Title: Chief _____ Date: 12/15/22

CENTRAL CASCADE FIRE and EMS

By: *Bradley Kahler*
Bradley Kahler (Dec 6, 2022 11:26 PST)
Title: Chief Fire Chief Date: Dec 6, 2022

CHEMULT RFPD

By: *Rusty Shield*
Rusty Shield (Dec 7, 2022 09:11 PST)
Title: Chief Chief Date: Dec 7, 2022

CHILOQUIN FIRE and RESCUE

By: *Paul*
Title: Chief Fire Chief Date: Dec 7, 2022

CRESCENT FIRE DISTRICT

By: *James Wilson*
James Wilson (Dec 6, 2022 17:03 MST)
Title: Chief Fire Chief Date: Dec 6, 2022

KENO RFPD

By: *John Ketchum*
John Ketchum (Dec 6, 2022 19:27 PST)
Title: Chief Fire Chief Date: Dec 6, 2022

KLAMATH COUNTY FIRE DISTRICT #1

By: *Greg Davis*
Title: Chief Fire Chief Date: Dec 7, 2022

KLAMATH COUNTY FIRE DISTRICT #3

By: *Christine Friend*
Christine Friend (Dec 6, 2022 10:07 PST)
Title: Chief Fire Chief Date: Dec 6, 2022

KLAMATH COUNTY FIRE DISTRICT #4

By: *Larry Woodruff*
Larry Woodruff (Dec 6, 2022 13:27 PST)
Title: Chief Fire Chief Date: Dec 6, 2022

KLAMATH COUNTY FIRE DISTRICT #5

By: *Donna Louie*
Title: Chief _____ Date: 12/15/22

MALIN RFPD

By: *Virgil Jochim*
Virgil Jochim (Dec 14, 2022 14:17 PST)
Title: Chief Fire Chief Date: Dec 14, 2022

KLAMATH COUNTY FIRE DEFENSE
MUTUAL AID AGREEMENT

MERRILL RFPD

By: *John Helm*
John Helm (Dec 6, 2022 11:08 PST)

Title: Chief Fire Chief Date: Dec 6, 2022

OREGON OUTBACK RFPD

By: *Larry Berry*
Larry Berry (Dec 6, 2022 10:21 PST)

Title: Chief Chief Date: Dec 12, 2022

ROCKEY POINT FIRE and EMS

By: *Diann Walker-Pope*
Diann Walker-Pope (Dec 6, 2022 10:24 PST)

Title: Chief Chief Date: Dec 6, 2022

OREGON DEPARTMENT OF FORESTRY

By: *Dennis Lee*
Dennis Lee (Dec 6, 2022 10:29 PST)

Title: Chief District Forester Date: Dec 6, 2022

KLAMATH COUNTY FIRE DEFENSE
MUTUAL AID AGREEMENT

ATTACHMENT: A

CHILOQUIN FIRE & RESCUE

- TYPE 1 ENGINES-2
- TYPE 2 ENGINE-1
- TYPE 3 ENGINE-1
- TYPE 1 TENDER-3
- TYPE 6 BRUSH-4
- QUINT-1
- TYPE 3 AMBULANCE-2
- COMMAND - 1
- STAFF/UTILITY-1

KENO RFPD

- TYPE 1 ENGINES-4
- TYPE 3 ENGINE-1
- TYPE 1 TENDER-1
- TYPE 6 BRUSH-1
- TYPE 3 AMBULANCE-2
- COMMAND - 1
- STAFF/UTILITY-2
- MOBILE COMMAND-1

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KCFD #4

- TYPE 1 ENGINES-
- TYPE 3 ENGINE-
- TYPE 1 TENDER-
- TYPE 6 BRUSH-
- QUINT-
- TYPE 3 AMBULANCE-
- COMMAND -
- STAFF/UTILITY-

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BLY RFPD

- TYPE 1 ENGINES-1
- TYPE 3 ENGINE-1
- TYPE 1 TENDER-1
- COMMAND - 1
- STAFF/UTILITY-1

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KCFD #1

- TYPE 1 ENGINES-
- TYPE 3 ENGINE-

KLAMATH COUNTY FIRE DEFENSE MUTUAL AID AGREEMENT

- TYPE 1 TENDER-
- TYPE 6 BRUSH-
- QUINT-
- TYPE 3 AMBULANCE-
- COMMAND -
- STAFF/UTILITY-

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CRESENT RFPD

- TYPE 1 ENGINES-3
- TYPE 1 TENDER-1
- TYPE 6 BRUSH-2
- TYPE 3 AMBULANCE-3
- COMMAND - 1
- STAFF/UTILITY-4

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CASCADES FIRE & EMS

- TYPE 1 ENGINES-
- TYPE 3 ENGINE-
- TYPE 1 TENDER-
- TYPE 6 BRUSH-
- QUINT-
- TYPE 3 AMBULANCE-
- COMMAND -
- STAFF/UTILITY-

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CHEMULT RFPD

- TYPE 1 ENGINES-
- TYPE 3 ENGINE-
- TYPE 1 TENDER-
- TYPE 6 BRUSH-
- QUINT-
- TYPE 3 AMBULANCE-
- COMMAND -
- STAFF/UTILITY-

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KCFD #3

- TYPE 1 ENGINES-
- TYPE 3 ENGINE-
- TYPE 1 TENDER-
- TYPE 6 BRUSH-
- QUINT-
- TYPE 3 AMBULANCE-
- COMMAND -
- STAFF/UTILITY-

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KLAMATH COUNTY FIRE DEFENSE MUTUAL AID AGREEMENT

KCFD #5

- TYPE 1 ENGINES-
- TYPE 3 ENGINE-
- TYPE 1 TENDER-
- TYPE 6 BRUSH-
- QUINT-
- TYPE 3 AMBULANCE-
- COMMAND -
- STAFF/UTILITY-
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ROCKY POINT RFPD

- TYPE 1 ENGINES-2
- TYPE 4 ENGINE-1
- TYPE 5 ENGINE-1
- TYPE 1 TENDER-2
- TYPE 6 BRUSH-1
- TYPE 3 AMBULANCE-1
- COMMAND - 2

MALIN RFPD

- TYPE 1 ENGINES-
- TYPE 3 ENGINE-
- TYPE 1 TENDER-
- TYPE 6 BRUSH-
- QUINT-
- TYPE 3 AMBULANCE-
- COMMAND -
- STAFF/UTILITY-

MERRILL RFPD

- TYPE 1 ENGINES-2
- TYPE 2 ENGINE-1
- TYPE 3 ENGINE-1
- TYPE 1 TENDER-3
- TYPE 6 BRUSH-4
- QUINT-1
- TYPE 3 AMBULANCE-2
- COMMAND - 1
- STAFF/UTILITY-1
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BONANZA RFPD

- TYPE 1 ENGINES-1
- TYPE 2 ENGINE-2
- TYPE 1 TENDER-5
- TYPE 6 BRUSH-4
- COMMAND - 1

KLAMATH COUNTY FIRE DEFENSE MUTUAL AID AGREEMENT

- STAFF-2

KLAMATH ODF

- TYPE 3 ENGINE-1
- TYPE 4 ENGINES-1
- TYPE 1 TENDER-2
- TYPE 6 BRUSH-9
- 10 PERSON SQUAD
- DOZER-2
- TYPE 3 HELICOPTER-1
- TYPE 2 HELICOPTER-1
- COMMAND - 4
- STAFF/UTILITY-