

RESOLUTION NO. 2022-47

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE RENEWAL OF AN INTRA-COUNTY MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT

WHEREAS, the Washington County Fire Defense District 2021 Intra-County Mutual Aid and Emergency Assistance Agreement (Agreement) was previously entered into in 2009 and the proposed Agreement is a renewal and update of what has been in place since then; and

WHEREAS, the previously approved Agreement authorized the City of Forest Grove's participation in the Washington County Fire Defense District Intra-County Mutual Aid and Emergency Assistance Agreement; and

WHEREAS, the Oregon Emergency Conflagration Act, ORS 476.510 to 476.610, and the State Fire Marshal has prepared the Oregon Fire Service Mobilization Plan (Mobilization Plan) that recognizes the necessity to provide immediate response prior to the exercise of authority under the Conflagration Act; and

WHEREAS, the Agreement is intended to be consistent with, and supportive of, the structure and objectives of the Mobilization Plan; and

WHEREAS, the Agreement discusses the terms and conditions of emergency assistance necessary to protect life and property during extended operations; and

WHEREAS, the Agreement provides an assurance of assistance is both provided to the City of Forest Grove and/or mutually given during emergencies that require extended operations

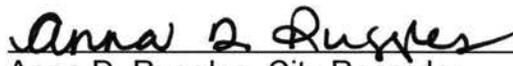
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council approves renewing the Washington County Fire Defense District 2021 Intra-County Mutual Aid and Emergency Assistance Agreement (Exhibit A).

Section 2. The City Manager or designee is authorized to execute the Agreement on behalf of the City.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 27th day of June, 2022.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2022.



Peter B. Truax, Mayor

WASHINGTON COUNTY FIRE DEFENSE DISTRICT
2021
INTRA-COUNTY MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT

WHEREAS, large incidents have the potential of outstripping the capacity of any community to effectively protect life and property; and

WHEREAS, the parties to this Intra-County Mutual Aid and Emergency Assistance Agreement (“Agreement”) desire to combine and coordinate their resources for responses to large incidents occurring in their jurisdictions; and

WHEREAS, the parties to this Agreement desire to mutually cooperate in an effort to provide the most expedient and affordable service to their respective communities; and

WHEREAS, under the Oregon Emergency Conflagration Act, ORS 476.510 to 476.610, the State Fire Marshal has prepared the Oregon Fire Service Mobilization Plan ("Mobilization Plan"), which recognizes the necessity to provide immediate response prior to the exercise of authority under the Conflagration Act; and

WHEREAS, this Agreement is intended to be consistent with, and supportive of, the structure and objectives of the Mobilization Plan; and

WHEREAS, Mutual Aid includes an immediate response under the Mobilization Plan, immediate response during an Emergency, or immediate response during a declaration of emergency under ORS Chapter 401; and

WHEREAS, the terms and conditions of the Emergency Assistance needed to protect life and property during extended operations needs to be defined and agreed upon by the parties.

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed between the parties as follows:

1.0 INTRODUCTION.

This Agreement shall be known as the 2021 Intra-County Mutual Aid Agreement and shall supersede and repeal the mutual aid agreement between Washington County fire agencies known as the 2009 Intra-County Mutual Aid Agreement, the 2005 Mutual Aid Response Agreement and any other previous versions of this Agreement or similar agreements. This Agreement is effective on January 1, 2022 and shall be effective as to each additional party as provided in Section 23 of this Agreement and is entered into for the purpose of securing to each party Mutual Aid and Emergency Assistance for response to emergencies resulting from any cause.

2.0 DEFINITIONS.

2.1 "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 Mobilization Plan, and must be eligible costs as determined by the Oregon Fire Mobilization Plan, 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 FEMA policy.

2.2 "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, infestation, civil disturbance, riots, acts of terrorism or sabotage, and use of weapons of mass destruction.

2.3 "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, debris removal, media relations, emergency medical, and firefighting.

2.4 "Mutual Aid" means Emergency Assistance requested by the Requesting Party and provided by the Providing Party during Emergencies where the Emergency Assistance is automatically dispatched as provided in Section 4-4, or the Requesting Party's resources are exhausted. This assistance is intended to be unpaid 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. Operations during declarations of emergency under ORS 401.165 exceed the intent of unpaid Mutual Aid assistance.

2.5 "Operational Period" is defined by the Incident Commander (determined under Section 4.5) 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 but may exceed 12 hours during the initial response to an emergency. As determined by the Incident Commander, Operational Periods will never exceed 24 hours.

For an incident within ODF protected lands, mutual aid resources are limited to the first 12-hour operational period. After the initial 12 hours, extension of resource under this mutual aid Agreement must be approved by individual parties, or they may be provided under separate agreement between the ODF and the individual parties.

2.6 "Providing Party" means a party to this Agreement that provides Emergency Assistance to a Requesting Party under this Agreement.

2.7 "Requesting Party" means the party that has legal jurisdiction over the Emergency event, that has made a request for Emergency Assistance, and that has received Emergency Assistance under this Agreement.

2.8 "Washington County Fire Defense Board" means the association and organization of local fire agencies as defined in the Mobilization Plan.

3.0 AUTHORITY AND SCOPE OF AGREEMENT.

This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). 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, 453, 476, 475 and 477 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. ORS 477.406-410 authorizes the Oregon Department of Forestry to enter into agreements with political subdivisions for the prevention and suppression of fire on forestland or on land other than forestland, or both, to prevent and suppress fire. Additionally, ORS Chapters 401, 453 and 476 authorize the State Fire Marshal and the Administrator of the Oregon Emergency Management to develop comprehensive statewide plans for the protection of life and property during disasters. This Agreement is intended to be consistent with, and supportive of, such state contingency plans.

4.0 OPERATIONS.

This Agreement, in conformance with the Oregon Fire Service Plan as adopted by the State Fire Marshal, includes the following types and kinds of Mutual Aid assistance, and operating terms and conditions:

4.1 OPERATION OF THE WASHINGTON COUNTY FIRE DEFENSE BOARD.

The member agencies of the Washington County Fire Defense Board agree to the conditions that follow in the preparation for large scale emergencies, or simultaneous emergencies, requiring the utilization of multi-jurisdictional forces for containment, suppression or mitigation.

4.1.1 The Washington County Fire Defense Board shall function as an active body under bylaws and rules as are necessary and adopted by it. It shall select a Fire Defense Chief for taking official action under the terms of the Mobilization Plan.

4.1.2 The Fire Defense Chief, or any member of the Washington County Fire Defense Board assuming the duties of the Fire Defense Chief, may also be called upon to staff the Washington County Emergency Operations Center or the Multi Agency Coordination Center to represent fire jurisdiction interests in incident mitigation.

4.1.3 The Fire Defense Chief, or any member of the Washington County Fire Defense Board assuming the duties of the Fire Defense Chief, may direct the resources of any member of the Washington County Fire Defense District for incident mitigation anywhere in the Washington County Fire Defense District, or to adjacent fire defense districts that have entered into a mutual aid agreement with the Washington County Fire Defense District.

4.1.4 The Fire Defense Chief, or any member of the Washington County Fire Defense Board assuming the duties of the Fire Defense Chief, has the authority to prioritize Emergency events and allocate Mutual Aid or Emergency Assistance in the event of a regional incident or simultaneous multiple incidents within the Washington County Fire Defense District. Nothing in this Agreement shall abridge the right of a party to limit the movement of its resources beyond its boundaries as provided in Section 4.3.

4.1.5 Each of the undersigned parties hereby authorize the Washington County Fire Defense District to enter into mutual aid agreements with adjacent Fire Defense Districts, provided the agreements are in substantial conformance with Exhibit A. Upon exercise of a mutual aid agreement between Fire Defense Districts, and notification to the Fire Chiefs of the undersigned parties, the undersigned parties agree to comply with the direction of the Washington County Fire Defense District Fire Chief, and the protocols adopted by the Washington County Fire Defense District Board, and to provide Mutual Aid or Emergency Assistance consistent with the provisions of this Agreement. .

4.1.5.1 Attachments enclosed between the Washington County Fire Defense District, pursuant to this section 4.1.5, are hereby incorporated into this Agreement: Attachment A for Clackamas Fire Defense District, Attachment B for Clatsop Fire Defense District, Attachment C for Columbia Fire Defense District, Attachment D for Marion Fire Defense District, Attachment E for Multnomah Fire Defense District, Attachment F for Tillamook Fire Defense District, and Attachment G for Yamhill Fire Defense District.

4.2 TYPE OF EQUIPMENT AND PERSONNEL.

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

4.2.1 Subject to the limitations of Section 4.3, the minimum requirements of personnel and equipment available for assistance pursuant to this Agreement shall generally comply with the Oregon Fire Service Plan. Other personnel and equipment minimums may be fixed by action of the Washington County Fire Defense Board.

4.2.2 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.

4.2.3 Where Oregon Department of Forestry ("ODF") equipment and personnel are requested under the terms of this Agreement, the parties understand and agree that such equipment shall be deployed for natural cover fire protection only. The parties to this Agreement also agree and understand that seasonal deployment of ODF resources varies throughout the year consistent with the seasonal fire danger. Notification of these seasonal changes of equipment and personnel may be through verbal notification at monthly Washington County Fire Defense Board meetings. It is also understood by the parties that the potential for fires requiring suppression efforts beyond initial attack resources is greatest in the areas protected by the ODF.

4.3 GOOD FAITH.

Each of the parties agrees to furnish to a Requesting Party such 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 DISPATCHING.

A Providing Party will not deploy without a request for mutual aid assistance by a Requesting Party. Resources requested for aid under this Agreement shall typically be assigned automatically under the following principles and procedures:

4.4.1 It is recognized and agreed by the parties that closest unit response is in the best interest of all communities within Washington County 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.

4.4.2 The parties agree that it is in the public interest for them to cooperate in developing a closest unit dispatching system in an effort to provide a quick and adequate response of personnel and equipment. The parties also agree to establish move-up procedures of personnel and equipment to maintain adequate levels of protection throughout all jurisdictions as the situation warrants.

4.4.3 The dispatching process for Mutual Aid assistance is based upon pre-programming of the Washington County Consolidated Communication Agency's ("WCCCA") computer aided dispatch system ("CAD") for incidents based upon "Call Type," "Response Levels," "Response Districts," and "Station Orders." For the purposes of this Agreement, the kinds and types of resources dispatched under this Agreement shall be determined by the above dispatching process. The parties agree to mutually cooperate in developing and implementing the dispatching process.

4.4.4 ODF resources shall be dispatched through ODF's dispatch center and by request of WCCCA dispatchers or at the request of the parties.

4.5 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, volunteer or independent contractor 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.

Requesting Parties will approve arrangements necessary to fulfill their Emergency Assistance duties and responsibilities within the authority provided under ORS 401.515(4) and as conferred or assigned by the Requesting Party.

4.6 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 in response to hazardous material incident pursuant to the terms of a contract with the Office of the Oregon State Fire Marshal and in conformance with administrative rules regarding hazardous materials response promulgated by the Office of the Oregon State Fire Marshal and the State of Oregon, is not be governed by this Agreement.

5.0 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, mutual aid hazardous materials agreements with other State Response Teams, equipment sharing agreements, such as Nuclear, Biological and Chemical agreements with the City of Portland, or emergency planning agreements, such as the Office of Consolidated Emergency Management Cooperative Assistance Agreement, the Oregon Urban Search and Rescue Task Force Mutual Aid Agreement, or agreements with ODF for provision of services beyond the first 12 hours of an incident.

6.0 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.

7.0 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.

8.0 WORKERS' COMPENSATION.

Each party to this Agreement agrees to provide workers' compensation insurance 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 workers' compensation law.

9.0 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.

10.0 COMPENSATION/PUBLIC ASSISTANCE - ASSISTANCE/FIRE MANAGEMENT

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 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.

11.0 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.

That the continued failure by any party to meet the requirements established by this Agreement shall be considered just cause for the removal of that party as a participant in this Agreement. Such action shall be affected by the action of a majority of the members of the Washington County Fire Defense Board. The non-conforming member shall be granted the right to appear before the Washington County Fire Defense Board for the purpose of presenting its case before such action may be taken by the Board. Ten days' written notice of any such hearing, mailed to the non-conforming party, shall be deemed adequate. Any such removal shall be made by means of attachment to this Agreement.

12.0 COST RECOVERY.

The parties agree that any cost recovery actions against third parties shall be brought and coordinated by the jurisdiction in which the incident giving rise to the response occurred, in their sole and exclusive discretion. Any sums received shall be applied first to the costs of recovery, and then pro rata, in accordance with the reasonable and recoverable costs incurred by each party. Any cost recovery action shall be communicated to and coordinated with all responding parties.

13.0 RETIREMENT SYSTEM STATUS.

The parties 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.

14.0 ASSIGNMENTS/SUBCONTRACTS.

Except as expressly provided herein, the parties 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.

15.0 SUCCESSORS IN INTEREST.

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

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 EXECUTION OF AGREEMENT.

This Agreement shall be adopted by the governing body and signed by the Fire Chief or other authorized party of each participating agency. There will be two original documents executed of the Agreement, one each to be continually located and held in perpetual escrow by the office of the District Fire Defense Chief, and the office of the District Fire Defense Board Secretary. All signatures shall be executed in counterparts, using the form appearing on the next page hereto or another substantially in that form.

23.0 ADDITIONAL PARTIES.

Additional fire service agencies may be added as parties to this Agreement by their respective Fire Defense Districts with the approval of the Washington County Fire Defense District Chief, without approval by the other Fire Defense Districts.

SIGNATORY

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

Agency	Authorized Signature	Date
Cornelius Fire Department		
Cornelius Rural Fire Protection District		
Forest Grove Fire & Rescue		
Forest Grove Rural Fire Protection District		
Gaston Rural Fire Protection District		
Hillsboro Fire Department		
Oregon Dept. of Forestry		
Banks Fire District		
Tualatin Valley Fire & Rescue		

EXHIBIT A

MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN WASHINGTON COUNTY FIRE DEFENSE DISTRICT AND template

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

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

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

1. The defined terms of the Washington County Fire Defense District 2022 Intra-County Mutual Aid Agreement, copy attached, ("Washington County Mutual Aid Agreement") are adopted and incorporated by this reference.
2. The local fire services that are parties to their Fire Defense District's Intra-County Mutual Aid Agreement have each agreed to respond to mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District 's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
3. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
4. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 - 23 of the Washington County Mutual Aid Agreement.
5. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
6. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
7. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

EXHIBIT A

**MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN
WASHINGTON COUNTY FIRE DEFENSE DISTRICT
AND
template**

The effective date of this Agreement shall be ____, 20__ and it shall remain in effect until modified or repealed.

For ____ Defense District, the fire service agencies are:

For Washington County Fire Defense District, the fire service agencies are:

Cornelius Fire Department, Cornelius Rural Fire Protection District, Forest Grove Fire & Rescue, Forest Grove Rural Fire Protection District, Gaston Rural Fire Protection District, Hillsboro Fire Department, Banks RFPD, Tualatin Valley Fire & Rescue, and Oregon Department of Forestry.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

- One (1) at the office of the Oregon State Fire Marshal
- One (1) at the office of the __ Fire Defense Board Chief
- One (1) at the office of the Washington County Fire Defense Board Chief

Each party and 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 this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

____ FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

WASHINGTON COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

ATTACHMENT A

MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN WASHINGTON COUNTY FIRE DEFENSE DISTRICT AND CLACKAMAS COUNTY FIRE DEFENSE DISTRICT

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

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

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

8. The defined terms of the Washington County Fire Defense District 2022 Intra-County Mutual Aid Agreement, copy attached, ("Washington County Mutual Aid Agreement") are adopted and incorporated by this reference.
9. The local fire services that are parties to their Fire Defense District's Intra-County Mutual Aid Agreement have each agreed to respond to mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District 's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
10. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
11. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 - 23 of the Washington County Mutual Aid Agreement.
12. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
13. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
14. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

ATTACHMENT A

**MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN
WASHINGTON COUNTY FIRE DEFENSE DISTRICT
AND
CLACKAMAS COUNTY FIRE DEFENSE DISTRICT**

The effective date of this Agreement shall be January 1, 2022 and it shall remain in effect until modified or repealed.

For Clackamas County Fire Defense District, the fire service agencies are:

Aurora Fire District, Boring Fire District, Canby Fire District, Clackamas County Fire District #1, Colton Fire District, Estacada Fire District, Gladstone Fire Department, Hoodland Fire District, Lake Oswego Fire Department, Molalla Fire District, Monitor Fire District, Oregon Department of Forestry, Sandy Fire District, Silverton Fire District, Tualatin Valley Fire & Rescue.

For Washington County Fire Defense District, the fire service agencies are:

Cornelius Fire Department, Cornelius Rural Fire Protection District, Forest Grove Fire & Rescue, Forest Grove Rural Fire Protection District, Gaston Rural Fire Protection District, Hillsboro Fire Department, Banks RFPD, Tualatin Valley Fire & Rescue, and Oregon Department of Forestry.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

- One (1) at the office of the Oregon State Fire Marshal
- One (1) at the office of the Clackamas County Fire Defense Board Chief
- One (1) at the office of the Washington County Fire Defense Board Chief

Each party and 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 this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

CLACKAMAS COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

WASHINGTON COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

ATTACHMENT B

MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN WASHINGTON COUNTY FIRE DEFENSE DISTRICT AND CLATSOP COUNTY FIRE DEFENSE DISTRICT

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

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

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

1. The defined terms of the Washington County Fire Defense District 2022 Intra-County Mutual Aid Agreement, copy attached, ("Washington County Mutual Aid Agreement") are adopted and incorporated by this reference.
2. The local fire services that are parties to their Fire Defense District's Intra-County Mutual Aid Agreement have each agreed to respond to mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District 's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
3. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
4. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 - 23 of the Washington County Mutual Aid Agreement.
5. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
6. Additional fire service agencies may be added as parties by their respective Fire Defense Districts without approval by the other Fire Defense District.
7. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
8. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

ATTACHMENT B

**MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN
WASHINGTON COUNTY FIRE DEFENSE DISTRICT
AND
CLATSOP COUNTY FIRE DEFENSE DISTRICT**

The effective date of this Agreement shall be January 1, 2022 and it shall remain in effect until modified or repealed.

The Fire Agencies for Clatsop County Fire Defense District:

Astoria Fire Department, Cannon Beach RFPD, Elsie-Vinemaple RFPD, Gearhart Fire Department, Hamlet Fire Department, John Day Fire District, Knappa Fire District, Lewis & Clark RFPD, Mist-Birkenfeld RFPD, Nehalem Bay Fire & Rescue, Olney Walluski Fire & Rescue, Seaside Fire & Rescue, Warrenton Fire Department and Westport Fire & Rescue.

The Fire Agencies for Washington County Fire Defense District:

Cornelius Fire Department, Cornelius Rural Fire Protection District, Forest Grove Fire & Rescue, Forest Grove Rural Fire Protection District, Gaston Rural Fire Protection District, Hillsboro Fire Department, Banks RFPD, Tualatin Valley Fire & Rescue, and Oregon Department of Forestry.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

- One (1) at the office of the Oregon State Fire Marshal
- One (1) at the office of the Clatsop County Fire Defense Board Chief
- One (1) at the office of the Washington County Fire Defense Board Chief

Each party and 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 this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

CLATSOP COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

WASHINGTON COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

ATTACHMENT C

MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN WASHINGTON COUNTY FIRE DEFENSE DISTRICT AND COLUMBIA COUNTY FIRE DEFENSE DISTRICT

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

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

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

1. The defined terms of the Washington County Fire Defense District 2022 Intra-County Mutual Aid Agreement, copy attached, ("Washington County Mutual Aid Agreement") are adopted and incorporated by this reference.
2. The local fire services that are parties to their Fire Defense District's Intra-County Mutual Aid Agreement have each agreed to respond to mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District 's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
3. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
4. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 - 23 of the Washington County Mutual Aid Agreement.
5. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
6. Additional fire service agencies may be added as parties by their respective Fire Defense Districts without approval by the other Fire Defense District.
7. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
8. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

ATTACHMENT C

**MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN
WASHINGTON COUNTY FIRE DEFENSE DISTRICT
AND
COLUMBIA COUNTY FIRE DEFENSE DISTRICT**

The effective date of this Agreement shall be January 1, 2022 and it shall remain in effect until modified or repealed.

The Fire Agencies for Columbia County Fire Defense District:

Clatskanie RFPD, Columbia River Fire & Rescue, Mist-Birkenfeld RFPD, Scappoose Rural Fire District, and Vernonia RFPD.

The Fire Agencies for Washington County Fire Defense District:

Cornelius Fire Department, Cornelius Rural Fire Protection District, Forest Grove Fire & Rescue, Forest Grove Rural Fire Protection District, Gaston Rural Fire Protection District, Hillsboro Fire Department, Banks RFPD, Tualatin Valley Fire & Rescue, and Oregon Department of Forestry.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

- One (1) at the office of the Oregon State Fire Marshal
- One (1) at the office of the Columbia County Fire Defense Board Chief
- One (1) at the office of the Washington County Fire Defense Board Chief

Each party and 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 this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

COLUMBIA COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

WASHINGTON COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

ATTACHMENT D

MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN WASHINGTON COUNTY FIRE DEFENSE DISTRICT AND MARION COUNTY FIRE DEFENSE DISTRICT

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

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

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

1. The defined terms of the Washington County Fire Defense District 2022 Intra-County Mutual Aid Agreement, copy attached, ("Washington County Mutual Aid Agreement") are adopted and incorporated by this reference.
2. The local fire services that are parties to their Fire Defense District's Intra-County Mutual Aid Agreement have each agreed to respond to mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District 's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
3. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
4. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 - 23 of the Washington County Mutual Aid Agreement.
5. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
6. Additional fire service agencies may be added as parties by their respective Fire Defense Districts without approval by the other Fire Defense District.
7. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
8. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

ATTACHMENT D

**MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN
WASHINGTON COUNTY FIRE DEFENSE DISTRICT
AND
MARION COUNTY FIRE DEFENSE DISTRICT**

The effective date of this Agreement shall be January 1, 2022 and it shall remain in effect until modified or repealed.

Fire Agencies of Marion County Fire Defense District:

Aumsville RFPD, Aurora RFPD, Drakes Crossing RFPD, Gates RFPD, Hubbard RFPD, Idanha-Detroit RFPD, Jefferson RFPD, Keizer Fire District, Marion County Fire District No. 1, Mill City RFPD, Monitor RFPD #58, Mount Angel Fire District, Salem FD, Silverton RFPD, St Paul Fire District, Stayton RFPD, Sublimity RFPD, Turner Fire District, Woodburn Fire District

Fire Agencies of Washington County Fire Defense District:

Cornelius Fire Department, Cornelius Rural Fire Protection District, Forest Grove Fire & Rescue, Forest Grove Rural Fire Protection District, Gaston Rural Fire Protection District Hillsboro Fire Department, Banks RFPD, Tualatin Valley Fire & Rescue, and Oregon Department of Forestry.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

- One (1) at the office of the Oregon State Fire Marshal
- One (1) at the office of the Marion County Fire Defense Board Chief
- One (1) at the office of the Washington County Fire Defense Board Chief

Each party and 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 this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

MARION COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

WASHINGTON COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

ATTACHMENT E

MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN WASHINGTON COUNTY FIRE DEFENSE DISTRICT AND MULTNOMAH COUNTY FIRE DEFENSE DISTRICT

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

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

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

1. The defined terms of the Washington County Fire Defense District 2022 Intra-County Mutual Aid Agreement, copy attached, ("Washington County Mutual Aid Agreement") are adopted and incorporated by this reference.
2. The local fire services that are parties to their Fire Defense District's Intra-County Mutual Aid Agreement have each agreed to respond to mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District 's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
3. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
4. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 -23 of the Washington County Mutual Aid Agreement.
5. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
6. Additional fire service agencies may be added as parties by their respective Fire Defense Districts without approval by the other Fire Defense District.
7. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
8. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

ATTACHMENT E

**MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN
WASHINGTON COUNTY FIRE DEFENSE DISTRICT
AND
MULTNOMAH COUNTY FIRE DEFENSE DISTRICT**

The effective date of this Agreement shall be January 1, 2022 and it shall remain in effect until modified or repealed.

The Fire Agencies for Multnomah County Fire Defense District:

Portland Fire Department, Multnomah County RFPD 14, Gresham Fire Department, Sauvie Island Fire District and Portland Air Base Fire and Rescue.

The Fire Agencies for Washington County Fire Defense District:

Cornelius Fire Department, Cornelius Rural Fire Protection District, Forest Grove Fire & Rescue, Forest Grove Rural Fire Protection District, Gaston Rural Fire Protection District, Hillsboro Fire Department, Banks RFPD, Tualatin Valley Fire & Rescue, and Oregon Department of Forestry.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

- One (1) at the office of the Oregon State Fire Marshal
- One (1) at the office of the Multnomah County Fire Defense Board Chief
- One (1) at the office of the Washington County Fire Defense Board Chief

Each party and 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 this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

MULTNOMAH COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

WASHINGTON COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

ATTACHMENT F

MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN WASHINGTON COUNTY FIRE DEFENSE DISTRICT AND TILLAMOOK COUNTY FIRE DEFENSE DISTRICT

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

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

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

1. The defined terms of the Washington County Fire Defense District 2022 Intra-County Mutual Aid Agreement, copy attached, ("Washington County Mutual Aid Agreement") are adopted and incorporated by this reference.
2. The local fire services that are parties to their Fire Defense District's Intra-County Mutual Aid Agreement have each agreed to respond to mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District 's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
3. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
4. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 -22 of the Washington County Mutual Aid Agreement.
5. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
6. Additional fire service agencies may be added as parties by their respective Fire Defense Districts without approval by the other Fire Defense District.
7. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
8. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

ATTACHMENT F

**MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN
WASHINGTON COUNTY FIRE DEFENSE DISTRICT
AND
TILLAMOOK COUNTY FIRE DEFENSE DISTRICT**

The effective date of this Agreement shall be January 1, 2022 and it shall remain in effect until modified or repealed.

The Fire Agencies for Tillamook County Fire Defense District:

Bay City Fire Department, Garibaldi Fire Department, Nehalem Bay Fire and Rescue District, Netarts/Oceanside Fire District Nestucca Fire District, Rockaway Beach Fire Department, and Tillamook Fire District.

The Fire Agencies for Washington County Fire Defense District:

Cornelius Fire Department, Cornelius Rural Fire Protection District, Forest Grove Fire & Rescue, Forest Grove Rural Fire Protection District, Gaston Rural Fire Protection District, Hillsboro Fire Department, Banks RFPD, Tualatin Valley Fire & Rescue, and Oregon Department of Forestry.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

- One (1) at the office of the Oregon State Fire Marshal
- One (1) at the office of the Tillamook County Fire Defense Board Chief
- One (1) at the office of the Washington County Fire Defense Board Chief

Each party and 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 this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

TILLAMOOK COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

WASHINGTON COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

ATTACHMENT G

MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN WASHINGTON COUNTY FIRE DEFENSE DISTRICT AND YAMHILL COUNTY FIRE DEFENSE DISTRICT

WHEREAS, the parties recognize the likelihood that fires, disasters or other like emergencies occurring in their respective districts could exceed their ability to control them with the equipment and personnel of any single agency or Fire Defense District ("District"); and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (the Oregon Emergency Conflagration Act), and to provide mutual aid during emergencies and during a declaration of emergency under ORS Chapter 401; and

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

WHEREAS, the local fire services of each District listed below have approved and agree to be bound by the terms of this Agreement,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed as follows:

1. The defined terms of the Washington County Fire Defense District 2022 Intra-County Mutual Aid Agreement, copy attached, ("Washington County Mutual Aid Agreement") are adopted and incorporated by this reference.
2. The local fire services that are parties to their Fire Defense District's Intra-County Mutual Aid Agreement have each agreed to respond to mutual aid requests between Fire Defense Districts pursuant to mutual aid and move-up procedures developed by the Fire Defense Districts and administered by the Fire Defense District 's respective Fire Defense Board Chiefs. The procedures will be developed in conformance with the State of Oregon Mobilization Plan.
3. The Fire Defense Districts will provide Emergency Assistance upon request, when available, to any of the fire services that are parties to their Fire Defense District intra-county mutual aid agreement, when such assistance is necessary and appropriate.
4. The Fire Defense Districts incorporate the provisions of Sections 4.2, 4.3, 4.5, 4.6, 5 – 10, and 12 - 23 of the Washington County Mutual Aid Agreement.
5. The mutual aid and move-up procedures shall be reviewed and updated annually. Each party is responsible for the coordination of resources and responses with other agencies within their local Fire Defense District.
6. Additional fire service agencies may be added as parties by their respective Fire Defense Districts without approval by the other Fire Defense District.
7. Either party may withdraw from this Agreement by giving 30 days' written notice of its intent to withdraw to the other party.
8. Each Fire Defense District represents that it has obtained prior approval from each of the local fire service agencies listed below to enter into this Agreement.

ATTACHMENT G

**MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT BETWEEN
WASHINGTON COUNTY FIRE DEFENSE DISTRICT
AND
YAMHILL COUNTY FIRE DEFENSE DISTRICT**

The effective date of this Agreement shall be January 1, 2022 and it shall remain in effect until modified or repealed.

The Fire Agencies for Yamhill County Fire Defense District:

Amity Fire District, Carlton Fire District, Dayton Fire District, Dundee Fire Department, Dundee RFPD, Lafayette Fire Department, McMinnville Fire Department, McMinnville RFPD, Tualatin Valley Fire & Rescue, Sheridan Fire District, West Valley Fire District, and Yamhill Fire District.

The Fire Agencies for Washington County Fire Defense District:

Cornelius Fire Department, Cornelius Rural Fire Protection District, Forest Grove Fire & Rescue, Forest Grove Rural Fire Protection District, Gaston Rural Fire Protection District, Hillsboro Fire Department, Banks RFPD, Tualatin Valley Fire & Rescue, and Oregon Department of Forestry.

Three (3) original signed copies of this Agreement shall be maintained on file as follows:

- One (1) at the office of the Oregon State Fire Marshal
- One (1) at the office of the Yamhill County Fire Defense Board Chief
- One (1) at the office of the Washington County Fire Defense Board Chief

Each party and 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 this Agreement to be signed by its duly authorized officers.

DISTRICT SIGNATURES

YAMHILL COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____

WASHINGTON COUNTY FIRE DEFENSE DISTRICT

Fire Defense Board Chief: _____ Dated _____



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: F. 16.

MEETING DATE: 06/27/2022

FINAL ACTION: RESO 2022-47

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Jim Geering, Fire Chief*

MEETING DATE: *June 27, 2022*

SUBJECT TITLE: *Renewal – Washington County Fire Defense District 2021 Intra-County Mutual Aid and Emergency Assistance Agreement*

ACTION REQUESTED:

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ordinance	Order	X	Resolution	Motion	Informational

X all that apply

ISSUE STATEMENT:

The Washington County Fire Defense District, composed of Forest Grove, Forest Grove Rural, TVF&R, Cornelius, Cornelius Rural, Hillsboro, Banks, Gaston Rural, and Oregon Department of Forestry, have worked collaboratively to update the existing mutual aid agreement, now termed the 2021 Intra-County Mutual Aid and Emergency Assistance Agreement (Agreement). The proposed Agreement was entered into in 2009 by all parties and the proposed changes are housekeeping in nature and do not substantively change the existing Agreement. All parties are being asked to approve the Agreement in June or July of this year.

The Oregon Emergency Conflagration Act, ORS 476.510 to 476.610, the State Fire Marshal has prepared the Oregon Fire Service Mobilization Plan (“Mobilization Plan”), which recognizes the necessity to provide immediate response prior to the exercise of authority under the Conflagration Act. The Washington County Fire Defense District 2021 Intra-County Mutual Aid and Emergency Assistance Agreement is intended to be consistent with, and supportive of, the structure and objectives of the Mobilization Plan.

Mutual Aid includes an immediate response under the Mobilization Plan, immediate response during an Emergency, or immediate response during a declaration of emergency under ORS Chapter 401. The proposed agreement discusses the terms and conditions of Emergency Assistance which is necessary to protect life and property during extended operations. The terms and conditions are defined under this Agreement and agreed upon by the parties.

The Agreement generally ensures assistance is both provided to the City of Forest Grove and/or mutually given during emergencies that require extended operations. The scale of emergencies can vary from very small to larger, extended incidents. Mutual aid agreements are vital to the successful

mitigation of emergencies or disasters that surpass the response capability of an individual jurisdiction.

FISCAL IMPACT:

There is no fiscal impact as a signatory to the Agreement.

STAFF RECOMMENDATION:

Staff recommends City Council approve the attached resolution authorizing to execute the agreement.

ATTACHMENT(s):

- 1) Resolution
- 2) Exhibit A: Washington County Fire Defense District 2021 Intra-County Mutual Aid and Emergency Assistance Agreement