

Automatic Mutual Assistance Agreement Between:
Charleston Fire & Rescue
and
Coos Bay Fire & Rescue

This agreement entered into on the 1st day of July, 2024 among and between the City of Coos Bay and the Charleston Rural Fire Protection District (collectively “the parties” or “the agencies”) for the purpose of securing to each the benefits of automatic mutual assistance in performing the functions normally requested of a fire department in the protection of life and property.

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform;

WHEREAS, this agreement is in conformance with the provisions of Oregon State Fire Service Plan,

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **MUTUAL ASSISTANCE:** Each party shall assist the other party through the automatic dispatching of personnel and equipment for the protection of life and property as specified in this Agreement. Such mutual assistance, particularly in areas near the common boundaries of each department, results in improved services to the residents of the City and the District. This agreement shall apply only within the jurisdiction of the City and the District (as well as those properties subject to City and District protection by contract) and nothing herein shall be construed as permitting the City and the District to commit the personnel or equipment of the other party beyond the jurisdiction of the City or District.
2. **DISCRETIONARY COMMITMENT:** Only such personnel and equipment shall be dispatched to assist as, in the opinion of the Fire Chief providing assistance, may be spared without unreasonable reducing the level of protection within their jurisdiction.
3. **DISPATCH PROMPTLY:** It is also agreed that any such assistance shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to the request for dispatch of assistance.

4. GOVERNING PROTOCOL: It is further agreed that aid and assistance given under order of the Administrator of the State Emergency Management Division in the event of an emergency proclamation by the Governor or under the "Emergency Conflagration Act" shall be governed by that act. Implementation of such mutual assistance shall conform to the Oregon Fire Services Plan, as published by the State Fire Marshal.

5. COMMAND SUPERVISION:

1) When personnel and/or equipment are furnished upon call pursuant to this agreement, the person in charge of the fire suppression or incident command, in the jurisdiction where such incident occurs, shall have supervision over personnel and equipment furnished during the time when a fire or incident is being fought and/or controlled.

Provided, however, when such Officers have not arrived at the scene of the incident, the Chief or Commanding Officer of the personnel and equipment dispatched from the party rendering assistance shall be in command of the incident until the arrival of the Chief or Commanding Officer of the party requesting assistance and during such time shall exercise all lawful authority of the Chief of such Fire agency.

2) Nothing in this agreement shall be construed to prevent the Chief or Commanding Officer of the firefighting personnel and equipment of the party rendering assistance from refusing, in the exercise of his/her best judgment and discretion to commit personnel or equipment to a position in which danger of loss of life and equipment exists. The Commanding Officer of the party furnishing assistance on duty at the scene of the incident shall be sole judge of the extent and imminence of such danger.

6. INDEMNIFICATION: Subject to the limitations imposed under Oregon law, including the Oregon Tort Claims Act, to the extent legally possible, both parties shall indemnify and hold the other, its officers, agents and employees, harmless from and against any and all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to any act or failure to act by each other and each other's employees, agents, officers and Contractors. Each party hereto agrees to provide workers compensation and liability insurance for their respective employees or volunteers to at least the minimum required by law.

7. COORDINATION:

- 1) The parties hereto agree through their respective departments to cooperate in setting up a move-up or dispatching system in order to provide automatically, a quick and adequate response of personnel and equipment as the situation warrants.
- 2) The Fire Chief of the parties to this agreement shall fix minimum requirements of personnel and equipment available for assistance pursuant to this agreement. The Fire Chiefs shall provide their counterpart with written notice of any major changes in said personnel and equipment availability.

8. AUTOMATIC MUTUAL AID: Automatic Mutual Aid between Charleston Fire & Rescue and Coos Bay Fire & Rescue shall consist of the following:

A. Apparatus:

- 1) Coos Bay Fire & Rescue shall respond with one engine automatically on all structure fires within the Charleston Fire District.
- 2) Charleston Fire & Rescue shall respond with one engine automatically on all other structure fires within the City of Coos Bay.

B. Personnel

- 1) Each Engine will respond with a minimum staffing of 2 qualified Firefighters including a company officer.

9. NO COMPENSATION: There shall not be compensation, by either party, for any services rendered pursuant to this agreement. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring to personnel or equipment as a consequence of the performance of the agreement.

10. REVISIONS: Revisions or modifications to this agreement may be made by written document with mutual agreement of both parties. This agreement shall remain in perpetuity except as revised, modified or terminated by either party.

11. TERMINATION: It is agreed that either party hereto may terminate this at any time by giving ninety (90) days' notice in writing of the intention to terminate or revise to the other party. Notice shall be sent to the governing body of the party and a copy to the Chief of the department of the party notified.

12. EFFECTIVE DATE: this agreement shall become legal and binding on each of the undersigned agencies. Execution shall be by duplicate originals. An original shall be located at the following offices:

- 1) Coos Bay Fire & Rescue
- 2) Charleston Fire & Rescue

Charleston Fire & Rescue

Michael Sneddon – Fire Chief

Date

Carl R. Holland – President, Board of Directors

Date

Coos Bay Fire & Rescue

Mark Anderson– Fire Chief

Date

Nichole Rutherford – City Manager

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