

AUTOMATIC AID AGREEMENT

This is an agreement between the **Depoe Bay Rural Fire Protection District**, and the **City of Newport** for the purpose of providing and securing to each other the benefits of automatic assistance or aid in performing functions of a Fire Protection District or Fire Department in the protection of life and property, including but not limited to fire suppression, fire prevention, training, emergency medical services, heavy rescue or extrication.

Whereas, Oregon Revised Statutes Chapter 190 provides that a unit of local government may enter 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 Oregon Revised Statutes Chapters 453, 476, and 478 extend governmental powers and authorities beyond the parties' regular jurisdictions when operating under this Agreement; and

Whereas, this agreement is in conformance with the provisions of the Oregon State Fire Service Plan and both parties take this action in the best interest of public safety;

Now, therefore,

1. **Automatic Aid.** The parties agree to cooperate in providing a coordinated system for a quick and adequate response to an emergency, as the situation warrants. Such system includes the dispatch and provision of equipment and personnel to within each party's boundaries. The parties each agree to furnish the Requesting Agency such assistance necessary to control, suppress or defuse an emergency threat to life and property as deemed appropriate by the Incident Commander.
 - a. The Responding Agency shall dispatch only such personnel and equipment which, in the sole discretion of the Responding Fire Chief or his or her designee, may be spared without unreasonably reducing the level of fire protection within the Responding Agency's jurisdiction.
 - b. No liability shall be imposed upon or attached to a party for not responding or furnishing resources. The parties agree that if reduced or partial resources are dispatched, the Responding Agency shall notify the both the Incident Commander and the Requesting Agency of the reduced or partial response.

2. **Conflagration.** The parties agree that assistance or aid provided under order of the State of Oregon in the event of an emergency proclamation by the Governor, or under the "Emergency Conflagration Act", shall not be governed by this agreement.

3. **No Compensation to Responding Parties.** The Requesting Party shall not be responsible for compensating a Responding Party for responses under this Agreement. However, compensation for a response benefitting a third party occurring under this Agreement, the cost of which is collected from a third party, shall be used to reimburse all parties' reasonable response costs. Such costs shall be determined by recordkeeping of the Responding and Requesting parties.

4. **Personnel and Equipment.** The parties hereby agree that personnel responding to a request for assistance under this agreement shall have a sufficient level of training, certification, and necessary equipment for the anticipated task or assignment. Specifically, fire fighting personnel shall have an appropriate level of fire suppression training and protective equipment; and emergency medical/rescue personnel shall have an appropriate level of training and protective equipment. Such levels shall be determined by the employing Fire District or Department and the laws, regulations, or bulletins of the State of Oregon, as amended.

- a. The parties acknowledge the importance of equipment compatibility interoperability, including communications equipment, and agree to provide notice to all parties if they substantially change their equipment so that it renders the equipment incompatible with any other party's equipment.

5. **Protocols.** The parties hereby agree to operate, respond and conduct operations under the National Interagency Incident Management System (NIIMS) format. Furthermore, the parties agree to operate and dispatch apparatus and personnel under the "NEAREST RESOURCE" doctrine. Each party agrees that the first agency on scene shall assume incident command and shall exercise all lawful authority of the Fire District/Department having jurisdiction until relieved of incident command.

6. **Supervision.** General supervisory authority over responding personnel, such as job performance evaluation or conduct issues (for example: failure to perform work as directed by the party having incident command responsibility) will remain with the agency with whom the individual is employed.

7. **Joint Access.** The parties agree, permit and allow access to each agency's radio frequencies; including, operation of common communications equipment on frequencies licensed to each party for coordination, activities, and operations in support of this agreement.

8. **Joint Waiver and Insurance.** The parties hereby agree to waive, release and discharge each other from any and all claims, suits, actions or judgments for any loss, damage, personal injury or death to personnel or equipment which occurs related to this agreement. Additionally, each party agrees to provide, obtain and maintain adequate insurance coverage for obligations assumed

under this agreement as defined by the Oregon Revised Statutes, Chapter 30, as amended.

9. **Workers' Compensation.** The parties agree that for purposes of workers' compensation coverage and benefits, each party shall provide their personnel benefits for workers' compensation injuries. As provided by Oregon Law, any Party which responds to an Incident in the State of Oregon at the time of the response is either an employer that complies with ORS 656.017 or is an employer that is exempt under ORS 656.126. Where applicable, such workers' compensation coverage shall be extended to volunteers. This Agreement does not create any "special employer" relationships.

10. **Term, Termination, Amendment.** This Agreement shall remain in effect unless until terminated by the Participating Agencies. This Agreement may be terminated by either party by providing a thirty (30) day written notice. This Agreement may be amended from time to time as needed. Amendments must be signed by both parties.

This agreement is entered into by both parties, acting in good faith and in the best interest of public safety on this

1st day of Nov., and year of 2012.

Joshua S. Williams 10-9-12
**Fire Chief, Depoe Bay Rural Fire
Protection District**

Paul Papp 10/2/12
Fire Chief, Newport Fire Department

Gary G. News 10-9-12
**President, Board of Directors
Depoe Bay Rural Fire Protection
District**

Jan Vothay 10/2/12
**City Manager
City of Newport**

DISPATCH GUIDELINES

CALL TYPE: STRUCTURE FIRE

LOCATION: DEPOE BAY RFPD. From South District boundary to Fogarty Creek

RESPONSE: On all confirmed structure fires, Newport Fire Department will respond with One Type - 1 Engine, staffed with minimum 3 personnel (operator, officer and firefighters. If the fire is a commercial location Newport FD will provide a ladder truck in place of the engine, if requested.

LOCATION: NEWPORT, from North boundary to NE 100th St,(Carmel Knoll)

RESPONSE: DEPOE BAY RFPD; Will respond to all confirmed structure fires with One Type - 1 Engine, staffed with minimum 3 personnel (operator, officer and firefighters

CALL TYPE: MOTOR VEHICLE ACCIDENT

LOCATION: HIGHWAY 101 "South side of Cape Foulweather" To NE 100th in Newport

RESPONSE: DBFD and NFD will respond to MVA's in this area as though it were in their respective district.

CALL TYPE: WATER RESCUE

LOCATION: Fogarty Creek to South DBFD border

RESPONSE: NFD will respond to all reports to swimmer or water craft in distress in these areas.

LOCATION: NE 100th St. to North NFD border

RESPONSE: DBFD will respond to all reports to swimmer or water craft in distress in these areas.