

MUTUAL ASSISTANCE AGREEMENT

Between WESTERN LANE AMBULANCE DISTRICT;

And SOUTH LINCOLN AMBULANCE INC/YACHATS RURAL FIRE PROTECTION DISTRICT

THIS AGREEMENT is entered into this 6 day of MARCH, 2017, by and between SOUTH LINCOLN AMBULANCE INC, a 501 (C) (3) corporation, hereinafter referred to as "SLA,"/YACHATS RURAL FIRE PROTECTION DISTRICT, an Oregon municipal corporation and WESTERN LANE AMBULANCE DISTRICT, a specialist district organized under laws of the State of Oregon, hereinafter referred to as "WESTERN LANE", the promises of each being given in consideration of the promises of the other.

RECITALS

- A. The parties have determined that it is in the public interest to enhance the response to emergencies that occur within their respective service areas through establishing a method of mutual assistance.
- B. While the geographic area to be served by mutual assistance can be identified as the areas along contiguous boundaries, the precise properties and the nature of the response is best determined by the supervisors of the parties (Supervisors).

AGREEMENT

In consideration of the conditions, covenants, and obligations contained herein, each of parties agrees to furnish ambulance, emergency equipment, and personnel to the other party when such assistance is requested and such personnel and equipment are available.

1. The specific geographic area covered by the Agreement (Service Area) and the nature of the emergency response by the personnel and equipment of the parties shall be determined by the Supervisors. In making such determinations, the Supervisors shall consider the geographic area in question, the availability of WESTERN LANE OR SLA/YRFPD personnel and equipment, the physical conditions which affect access to the property, the cost of providing such service, the availability of alternate service, the adopted policies of the parties, and any other relevant criteria by the Supervisors.
2. To facilitate joint response, requests for mutual aid under this agreement shall be made through dispatch offices of the parties.
3. When personnel and equipment are furnished pursuant to this Agreement, the person in charge of the response team in the area where the incident occurs shall have supervision over all responding personnel. The first-arriving agency shall assume initial Incident Command until the arrival of the agency having geographic

- jurisdiction, at which time command will be transferred to the highest ranking employee of such agency.
4. Each party responding to an emergency shall at all times retain the right to order recall of personnel or equipment upon the direction of its Supervisor or Supervisor's designee. The person in charge at the scene of the emergency shall be notified prior to recall of assistance.
 5. Between the parties, there shall be no fees or charges owed to the other for rendering assistance under this Agreement. Fees or charges may be billed to a third party for services rendered.
 6. Whenever it appears advantageous to establish a different procedure for supervision at emergency locations, the Supervisors may adopt such new procedure in writing, signed by both Supervisors.
 7. Indemnification. As used in this section, reference to this Agreement includes this document and any other document signed by the Supervisors carrying out the obligations in this document.

7.1 Non-liability for Failure to Render Aid. No liability, of any kind or character, based on this Agreement shall attach to a party, its officers, agents, or employees, for failure to provide equipment or personnel to the party having geographic jurisdiction where an emergency situation occurs. Nothing in this Agreement requires either party to commit personnel or equipment beyond what that party, in its sole discretion at the time of the request, deems to be available for response to the emergency under this Agreement.

7.2 General Indemnification. Except as provided in Paragraph 7.1 above, to the extent legally possible and within the provisions of the Oregon Constitution and tort claim statutes for governments, SLA/YRFPD and WESTERN LANE shall indemnify and hold harmless the other, its officers, agents, employees, volunteers and contractors, from and against any and all claims, actions, liabilities, costs, including cost of defense (including attorney fees), arising out of or in any way related to the performance of nonperformance parties which is the responsibility of the other party under this paragraph, the party responsible shall, upon tender, defend the same at its sole cost and expense, promptly satisfy and judgment adverse to the other, or to SLA/YRFPD and WESTERN LANE jointly, and reimburse the other for any loss, cost, damage, or expense (including any provisions for hold harmless, is intended to create any liability or obligations to pay claims on any single incident in excess of the amounts set forth in the Oregon Tort Claims Act. Specifically, as to actions to which the Tort Claims Act would apply, SLA/YRFPD

and WESTERN LANE, by this agreement, are assuming no contractual liability in any form in excess of those limitations.

8. The obligations of this Agreement may only be enforced by the parties hereto. This Agreement shall be interpreted to create any right in third parties to bring a claim based on this Agreement.
9. Conflict resolution. In the event that the Supervisors are unable to agree upon the Service Area and the nature of the response, or any other issue arising out of the performance of this Agreement, the conflict resolution procedure in this Paragraph 9 may be invoked by either of them.

9.1 Whenever a dispute arises between the parties concerning the performance or nonperformance of this Agreement, including but limited to the determination of the Service Area and the nature of each agency's response to emergency, the Supervisors shall strive to find a solution. The dispute shall be communicated in writing to the other Supervisor; and thereafter, the Supervisors shall reasonably endeavor to resolve the dispute. If they are unable to resolve the dispute, either Supervisor may request the matter to be resolved as provided in Paragraph 9.2 of this Agreement.

9.2 If the Supervisors are unable to resolve a dispute, either of them by written notice to the other and to both presiding officers of the parties governing or controlling bodies shall request the appointment of a joint committee (Committee) to resolve the dispute. The Committee shall be comprised of two members from each governing or controlling body, appointed by the presiding officer of each, within ten days of receipt of the notice of dispute. The designation of the Committee members shall be communicated to the other party in writing. The Committee shall meet within ten days of being constituted and render Committee shall be binding on both parties. In rendering its decision, the Committee shall have no power to amend this Agreement without approval of both governing and controlling bodies.

10. Personal Identifying Information: The parties agree to safeguard personal identifying information in compliance with Oregon Revised Statue (ORS) 646A.600, the Oregon Consumer Identity Theft Protection Act and Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act.
11. Nondiscrimination. The parties agree not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious

IN WITNESS WHERE OF, the respective parties hereto have executed this Agreement pursuant to authority granted by their governing body and board.

SOUTH LANE AMBULANCE
AMBULANCE INC/YACHATS

WESTERN LANE AMBULANCE DISTRICT

RURAL FIRE PROTECTION DISTRICT



Frankie M Petrick, Fire Chief



Matt House, Operations Manager

Frankie M Petrick, Ambulance Chief

Date: Sh. Petrick

Date: 3/6/17