



RESOLUTION NO. 7321

A RESOLUTION AUTHORIZING EXECUTION OF A MUTUAL AID AGREEMENT WITH LINN COUNTY AMBULANCE SERVICE PROVIDERS TO PROVIDE MUTUAL AID EMERGENCY MEDICAL SERVICES

WHEREAS, the fire department participates in mutual and automatic aid agreements with emergency response agencies within Linn, Benton, and Marion Counties; and

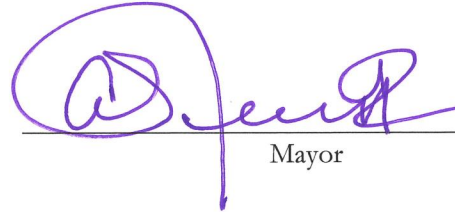
WHEREAS, mutual aid agreements allow local jurisdictions to request and provide additional emergency resources from other jurisdictions when needed; and

WHEREAS, the proposed mutual aid agreement is a renewal of an existing agreement and allows Albany Fire Department to provide aid when requested and resources are available; and

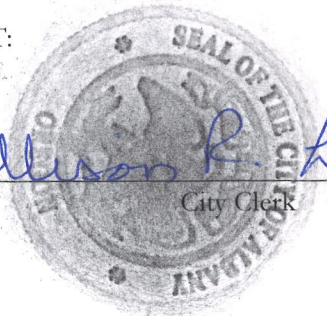
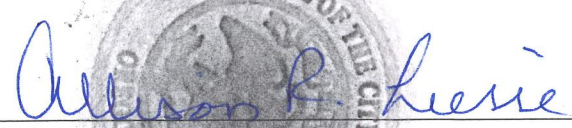
WHEREAS, the fire department may continue to review and renew the agreement as needed.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany Fire Chief execute a mutual aid agreement to establish a partnership with Linn County ambulance services providers for mutual aid emergency medical services (Attachment 1).

DATED AND EFFECTIVE THIS 8TH DAY OF MAY 2024.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
  
\_\_\_\_\_  
City Clerk

## **Linn County Ambulance Service Area Mutual Aid Agreement**

THIS AGREEMENT is made and entered into January 1, 2024 through December 31, 2029, by and between the undersigned hereinafter referred to as the Parties; all of which provide emergency medical services within Linn County.

WHEREAS, the Parties hereto maintain and operate emergency medical services in Linn County for the purpose of providing necessary lifesaving services and emergency transport for persons within their respective ambulance service areas (ASA); and

WHEREAS, the Parties recognize the possibility that numerous requests for medical assistance or disaster conditions in one Party's ASA could create insufficient resources to allow for the effective and efficient operation of emergency medical services in their respective ASA; and

WHEREAS, it is to the benefit of all Parties to enter into this Mutual Aid Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. In the event that extraordinary circumstances within one Party's ASA are such that the Party cannot provide effective and efficient emergency ambulance services, that Party may request assistance from one or more of the other Parties to this Agreement. This Agreement is not intended to relieve any ASA Provider from regularly providing and maintaining levels of service sufficient to meet the needs of its assigned area and the standards of the Linn County ASA Plan and ASA Ordinance.
2. All Parties agree to furnish personnel and equipment to the other Parties when requested by competent authority provided that the assisting Party, in its sole discretion, determines that it has available adequate personnel and equipment to reasonably provide assistance. If an agency receives more than one request for mutual aid, then the assisting Party shall determine, in its sole discretion, whether to respond to one, more than one, or to none of the requests. Any response or inability to respond under this Agreement shall not give rise to any claim by the requesting Party or any other Party to this Agreement.
3. All Parties should ideally maintain compatible radio communications capabilities with the other Parties to facilitate communications when mutual aid is requested.
4. All Parties to this Agreement shall maintain licensure as an Ambulance Service in the State of Oregon as per the requirement set forth in ORS Chapter 682 and OAR 333-250-000 through 333-250-0100.
5. It is agreed that this Agreement for mutual aid shall constitute the sole consideration for the performance hereof, and that no Party shall be obligated to reimburse any other for use of equipment or manpower. During the course of rendering aid, the manpower and equipment of each Party shall be at the risk of that Party.

6. This Agreement shall be and remain in full force and effect for a term to coincide with the term(s) of the assigned ASA Franchises and after the date of execution set out opposite the signature of each Party signatory hereto, unless earlier terminated as to a Party upon 30 days written notice by that Party to the other Parties. If there are any terminations or any changes in franchise assignments, the new Party(ies) shall be obligated to sign this Mutual Aid Agreement as required by the Linn County ASA Plan. This Agreement may be modified at any time by mutual consent of the Parties.
7. This Agreement shall not be construed to prevent any of the Parties from seeking reimbursement for personnel, materials, equipment or other expenses if otherwise authorized by law or if a state or federal officer or agency requests or orders emergency service by a participating unit or units of local government.
8. This Agreement shall not be construed to prevent or limit any of the Parties from entering supplementary mutual assistance agreements detailing the interaction of one or more of the Parties and imposing greater obligations than set forth herein.
9. Any requesting party shall, to the extent permitted by any applicable constitutional or Tort Claims Act limitation, save and hold harmless any responding party against any and all claims or actions brought against the responding party, arising out of the responding 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 responding party.
10. This Agreement supersedes and replaces any previous agreements for mutual assistance within Linn County entered into by and between the Parties to this Agreement, except for any supplementary mutual assistance agreements described in Section 8 of this Agreement.
11. A fully executed copy of this Agreement shall be provided to the Linn County Ambulance Service Area Advisory Committee for filing with the Linn County Clerk's Office, and a copy shall be retained in the Linn County Ambulance Service Area Manual, which shall be made available in the Linn County Sheriff's Dispatch Office.
12. The Parties shall review this Agreement annually, as required by the Linn County ASA Plan, and modified as needed by mutual consent of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set out opposite the signature of each thereof. Said executive having been therefore first authorized in accordance with law.

ASA #1 City of Albany Fire Department

\_\_\_\_\_ Date \_\_\_\_\_

ASA #2 Lebanon Fire District

\_\_\_\_\_ Date \_\_\_\_\_

ASA #3 Sweet Home Fire District

\_\_\_\_\_ Date \_\_\_\_\_

ASA #4 City of Corvallis Fire Department

\_\_\_\_\_ Date \_\_\_\_\_

ASA #5 Lane Fire Authority

\_\_\_\_\_ Date \_\_\_\_\_

ASA #6 Santiam Ambulance

\_\_\_\_\_ Date \_\_\_\_\_

ASA #7 Idanha-Detroit Rural Fire Protection District

\_\_\_\_\_ Date \_\_\_\_\_

ASA #8 Lyons Rural Fire Protection District

\_\_\_\_\_ Date \_\_\_\_\_

ASA #9 Sisters-Camp Sherman Fire Department

\_\_\_\_\_ Date \_\_\_\_\_

ASA #10 Jefferson Fire District

\_\_\_\_\_ Date \_\_\_\_\_

ASA #11 Springfield Department of Fire and Life Safety

\_\_\_\_\_ Date \_\_\_\_\_