

MARION COUNTY AMBULANCE SERVICES AREA
MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into retroactive to January 1, 2018 through December 31, 2023 by and between the undersigned hereinafter referred to as the Parties; all of which provide emergency medical services within Marion County.

WHEREAS, the Parties hereto maintain and operate emergency medical services in Marion 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 parties' ASA could create insufficient resources to allow for the effective and efficient operation of emergency medical services in their respective ASA.

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 parties' 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 Marion 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 the assisting Party 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 responds to one, more than one, or to none of the requests. Responses under this Agreement are voluntary and discretionary, and any response or inability to respond shall not give rise to any claim by the requesting Party or any other Party to this agreement.
3. All ambulance Providers 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 upon 60 days written notice by a 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 Marion 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.

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.

SIGNATURE PAGES ATTACHED.

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MARION COUNTY

Cary Moller Date
ASA Plan Administrator

Marion County Health and Human Services
3180 Center St. NE
Salem, OR 97301

Phone: 503-585-4978
Fax: 503-364-6552
cdmoller@co.marion.or.us

APPROVED AS TO FORM:

Marion County Legal Counsel Date

Marion County Contracts and Procurement Date

CHIEF ADMINISTRATIVE OFFICER:

John Lattimer, CAO Date

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FRANCHISEE: SALEM FIRE DEPARTMENT ASA# 1

Authorized Representative Signature Date

Print Name/Title

Address: _____

Phone: _____

Fax: _____

E-mail: _____