

*Mutual Aid file*

MUTUAL ASSISTANCE AGREEMENT

WHEREAS, the parties hereto recognize the real likelihood that fires or other like disasters hereafter occurring in their respective territories could reach such proportions that it would be impossible to control them with local equipment and personnel, and to facilitate and comply with the 1970 Oregon State Fire Service Plan as directed by Executive Order No. 01-070-12 under ORS 476.519 to 476.610 of the Oregon State Emergency Conflagration Act, and it is necessary and proper that a Mutual Assistance Agreement be entered into by the undersigned for the mutual protection of life and property; now, therefore,

IN CONSIDERATION of the covenants herein contained, each of the undersigned agrees to furnish fire-fighting equipment and personnel to any of the other undersigned, when assistance is necessary and men and equipment are available, and to receive and transmit such calls as may be received from the police or fire departments of any and all of the undersigned when authorized by, and transmitted in accordance with, the regulations of the Federal Communications Commission; provided, however, that no party hereto shall be held liable for any failure, commission, or omission in connection with the receiving or transmission of such calls. It is agreed that none of the parties hereto shall be liable to any other party for damage to property, loss of equipment, of injury to personnel, or for the payment of any compensation whatsoever, arising in the course of, or as a result of, any assistance or lack of assistance rendered under the terms of this agreement. The administrative heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft such Rules of Procedure as shall best accomplish the purposes of this agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this agreement to be signed by its duly authorized officers the day and year hereinafter indicated, in connection with each such party. This document shall supersede and repeal all previous mutual aid agreements entered into by the undersigned as of December 1, 1974,

Dated April 9, 1975 City of Medford, Oregon

Attest:  
By Emily N. Kirkham

By Sebastian J. Lyons

Dated 25 July 1975 City of Central Point, Oregon

Attest:  
By Ron J. Stinger

By Jim O'Neil

Dated March 29, 1975 City of Ashland, Oregon  
Attest: By Dary Truitt

By Joseph R. Butler, Member

Dated August 26, 1975 City of Jacksonville, Oregon  
Attest: By William K. Kellum

By Doris E. Prosser

Dated Mar. 4, 1975 City of Phoenix, Oregon  
Attest: By Jackie W. Workman

By Frances Stevenson

Dated March 31, 1975 City of Talent, Oregon  
Attest: By Richard Henry

By Janice A. Anders

Dated March 14, 1975 City of Eagle Point, Oregon  
Attest: By Bob Kimmel

By Nita Lowell

Dated 8/17/75 City of Gold Hill, Oregon  
Attest: By Frank [unclear]

By Don Deal

Dated August 1, 1975 Camp White Veterans Domiciliary, White City,  
Attest: By L. M. Sullivan

By LA Albert

V A DOMICILIARY  
WHITE CITY, OREGON 97501  
L. M. SULLIVAN  
CHIEF, SUPPLY DIVISION

Dated 1-14-75 Central Point Rural Fire Protection District  
Attest: By Clayton [unclear]

By Michael Brown

Dated 4/17/75 Talent Rural Fire Protection District  
Attest: By Don Newton

By Donald A. Lang

Dated APRIL 28TH 1975 Evan's Valley Rural Fire Protection District  
Attest: By John W. Boyd

By Ruth V. Boyd

Dated May 30 1975 Prospect Rural Fire Protection District  
Attest: By Jack Bowen

By Wm H. Carson

Sec. Treas.

Dated Aug. 28 - 1975 City of Butte Falls, Oregon  
Attest: \_\_\_\_\_ By R.H. S. O'Connell  
By Bulah J. Holt

Dated Dec 17, 1974 Shady Cove-Trail Rural Fire Protection District  
Attest: \_\_\_\_\_ By Louis J. Livaudais  
By Louis Don P. Roark

Dated 11-12-75 Rogue River Rural Fire Protection District  
Attest: \_\_\_\_\_ By Richard Handberg  
By Walter L. Christie

Dated December 12, 1975 Oregon State Department of Forestry  
Southwest Oregon District  
Attest: \_\_\_\_\_ By \_\_\_\_\_  
By \_\_\_\_\_ (Refer to attachment)

Dated Jan 5, 1976 Medford Rural Fire Protection District  
Attest: \_\_\_\_\_ By Robert F. Hyle  
By Donald S. Searns

Dated 3-11-81 Applegate Valley R.F.P.D. #9  
Attest: Ronald M. Younk By Murray S. Crowe

December 12, 1975

TO: Parties to the 1975 Mutual Assistance Agreement for Firefighting in Jackson County

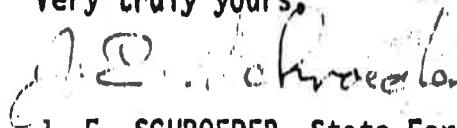
The State Forestry Department is in complete accord with the purpose and intent of the 1975 Mutual Assistance Agreement. Further, the Department will participate fully in this cooperative effort.

However, this instrument has not been signed by the State Forester upon advice of the Attorney General. Specifically, the problem is concerned with the "hold harmless" clauses found in the second paragraph of the Agreement which reads as follows:

"It is agreed that none of the parties hereto shall be liable to any other party for damage to property, loss of equipment, of injury to personnel or for the payment of any compensation whatsoever, arising in the course of, or as a result of, any assistance or lack of assistance rendered under the terms of this agreement."

It is the opinion of the Attorney that the State cannot legally deny the rights of its employes to bring claims for personal injury. Therefore, we are suggesting that this letter be attached to the Mutual Assistance Agreement in lieu of signature so that parties thereto are advised that the Department plans to fully participate in this excellent cooperative venture.

Very truly yours,



J. E. SCHROEDER, State Forester