

MUTUAL/AUTOMATIC AID AGREEMENT  
JACKSON/JOSEPHINE COUNTIES

WHEREAS, the parties hereto recognize the likelihood that fires or other like disasters occurring in their respective territories could reach such proportions that it would be impossible to control them with the equipment and personnel of any single agency, and

WHEREAS, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (Oregon Emergency Conflagration Act), and

WHEREAS, it is necessary and proper that Mutual and Automatic Assistance Plans be entered into by the undersigned for the mutual protection of life and property,

IN CONSIDERATION of the covenants herein contained, each of the undersigned agrees:

1. To furnish firefighting equipment and personnel, upon request when available, to any of the other undersigned when such assistance is necessary and appropriate.
2. That each party shall have the right to determine priority for providing fire suppression and/or other emergency service to any other party under this agreement. This determination shall be the responsibility of the commanding officer of the agency sending the assistance.
3. That the officer in charge of the responding organization may, in the exercise of best judgement and discretion, decline to commit apparatus or personnel to a position which would dangerously imperil such resources.
4. That a responding organization shall be released by the requesting organization as soon as the services of the responding organization are no longer required or when the responding organization is needed within its own jurisdiction.
5. That none of the parties hereto shall be held liable to any other party for damage to property, loss of equipment, injury to personnel, or for the payment of any compensation arising in the course of, or as a result of, any assistance or lack of assistance rendered under the terms of this Agreement. This provision does not waive the legal rights of any individual.
6. That the chief executive officer of each fire department of the parties to this Agreement is authorized and directed to meet and draft such Rules of Procedure as shall best accomplish the purpose of this Agreement.

7. That aid and assistance rendered by the signatories hereto under the Oregon Emergency Conflagration Act, state and national forest fire defense plans, and civil defense plans, shall not be governed by the terms of this Agreement.
8. That each party may develop automatic aid assistance and move-up procedures with other agencies. Such procedures shall be pre-programmed and pre-arranged. Each party is responsible for the development of its own automatic aid and move-up procedures.
9. That automatic aid and move-up procedures shall be periodically reviewed and updated. Each party is responsible for the coordination of resources and response with other agencies.
10. That additional fire protection agencies may be added as parties to the Agreement from time to time. Such agencies shall first be recommended for addition by the Rogue Valley Fire Chiefs Association and be approved by the chief executive officer of each of the existing parties. Any additions shall be made by means of attachment to the Agreement.
11. That the continued failure by any party to meet the requirements established herein, shall be considered to be just cause for the removal as a participant in this Agreement. Such action shall first be recommended by the Rogue Valley Fire Chiefs Association and be approved by the chief executive officer of each of the existing parties.
12. That any party may withdraw from the entirety or attachments hereto of this Agreement by giving thirty (30) days written notice of its intent to withdraw to each of the other parties.

IN WITNESS WHEREOF, each of the undersigned has caused this agreement to be signed by its duly authorized officers. This document shall supersede and repeal the Jackson County Mutual Assistance Agreement signed in 1983, the Josephine County Agreement for Mutual Aid in Fire Suppression dated October 1, 1977, and the Jackson County Automatic Aid Agreement signed in 1975.

The effective date of this agreement shall be July 1, 1992.

Any party not identified below may be added in accordance with Section 10 of this agreement.

The original signed copy of this agreement shall be maintained on file at Jackson County Fire District No. 3.

(see list on attached pages)

MUTUAL/AUTOMATIC AID AGREEMENT  
 JACKSON/JOSEPHINE COUNTIES SIGNATURES

APPLEGATE RURAL FIRE DISTRICT NO. 9	Date: <u>7-31-92</u>
By: <u>[Signature]</u>	By: _____
Title: <u>Fire Chief</u>	Title: _____
ASHLAND FIRE DEPARTMENT	Date: <u>September 1, 1992</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>Mayor</u>	Title: <u>Fire Chief</u>
BUTTE FALLS FIRE DEPARTMENT	Date: <u>15 September, 1992</u>
By: <u>[Signature]</u>	By: _____
Title: <u>Chief</u>	Title: _____
CENTRAL POINT FIRE DEPARTMENT	Date: <u>7-20-92</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>Mayor</u>	Title: <u>FIRE CHIEF</u>
COLESTINE RURAL FIRE DISTRICT	Date: <u>11-10-92</u>
By: <u>[Signature]</u>	By: _____
Title: <u>FIRE CHIEF</u>	Title: _____
EAGLE POINT FIRE DEPARTMENT	Date: <u>7-20-92</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>Mayor</u>	Title: <u>Fire Chief</u>
EVANS VALLEY FIRE DISTRICT NO. 6	Date: <u>9-4-92</u>
By: _____	By: <u>[Signature]</u>
Title: _____	Title: <u>FIRE CHIEF</u>

GOLD HILL FIRE DEPARTMENT		Date: <u>5/16/92</u>
By: <u>[Signature]</u>	By: _____	
Title: <u>Fire Chief</u>	Title: _____	
GRANTS PASS DEPT OF PUBLIC SAFETY		Date: <u>May 20, 1992</u>
By: <u>[Signature]</u>	By: _____	
Title: <u>Public Safety Director/CHIEF</u>	Title: _____	
ILLINOIS VALLEY FIRE DISTRICT		Date: <u>6-24-92</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>	
Title: <u>President</u>	Title: <u>Fire Chief</u>	
JACKSON COUNTY FIRE DISTRICT NO. 3		Date: <u>5/19/92</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>	
Title: <u>President</u>	Title: <u>Fire Chief</u>	
JACKSON COUNTY FIRE DISTRICT NO. #5		Date: <u>July 7, 1992</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>	
Title: <u>Chmn. of Boora</u>	Title: <u>Fire Chief</u>	
JACKSON COUNTY FIRE DISTRICT NO. #4		Date: <u>7/22/92</u>
By: <u>[Signature]</u>	By: _____	
Title: <u>Chairman</u>	Title: _____	
JACKSONVILLE FIRE DEPARTMENT		Date: <u>9-8-92</u>
By: <u>[Signature]</u>	By: _____	
Title: <u>Fire Chief</u>	Title: _____	
MEDFORD CITY/RURAL FIRE DEPARTMENT		Date: <u>Aug. 27, 1992</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>	
Title: <u>Mayor</u>	Title: <u>City Recorder</u>	

MEDFORD/JACKSON COUNTY AIRPORT CFR		Date: <u>9-8-92</u>
By: <u>Susan E. Alesh</u>	By: <u>Quentin E. Kofman</u>	
Title: <u>County Administrator</u>	Title: <u>AIRPORT DIRECTOR</u>	
PHOENIX FIRE DEPARTMENT		Date: <u>9-9-92</u>
By: <u>COO R. Coates</u>	By: <u>Dawn Williams</u>	
Title: <u>mayor</u>	Title: <u>fire chief</u>	
PROSPECT RURAL FIRE DISTRICT		Date: <u>11-11-92</u>
By: <u>Richard L. Mast</u>	By: <u>/</u>	
Title: <u>Chairman Board of Fire</u>	Title: <u>/</u>	
ROGUE RIVER RURAL FIRE DISTRICT		Date: <u>9/3/92</u>
By: <u>Richard Handberg</u>	By: <u>JS</u>	
Title: <u>Board Chairman</u>	Title: <u>Fire Chief</u>	
OREGON DEPT OF FORESTRY, SW DISTRICT		Date: <u>9-1-92</u>
By: <u>Clifford Lieder</u>	By: <u>/</u>	
Title: <u>DISTRICT FORESTER</u>	Title: <u>/</u>	
TALENT FIRE DEPARTMENT		Date: <u>9-1-92</u>
By: <u>James Egan</u>	By: <u>Tony C. Parton</u>	
Title: <u>Fire Chief</u>	Title: <u>CITY ADMINISTRATOR</u>	
VALLEY FIRE SERVICE		Date: <u>5-28-92</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>	
Title: <u>FIRE CHIEF</u>	Title: <u>D. CHIEF</u>	
VETERANS ADMINISTRATION, WHITE CITY		Date: <u>3-15-93</u>
By: <u>[Signature]</u>	By: <u>James Egan</u>	
Title: <u>Parishian Director</u>	Title: <u>Fire Chief</u>	

WILLIAMS RURAL FIRE DISTRICT

By:

*[Signature]*

Title:

*Chairman*

Date:

By:

*Robert N. Hartwell*

Title:

*Fire Chief*

Lake Creek Rural Fire Dept.

July 31, 1992

*James C. Lofgren*  
Fire Chief

7/31/92  
M. Blane