

# ROGUE VALLEY FIRE CHIEF'S ASSOCIATION

<b>Document:</b>	<b>RVFCA Mutual/Automatic Aid Agreement Jackson/Josephine Counties</b>
<b>Section &amp; #:</b>	Mobilization #4.01
<b>Adoption Date:</b>	May 1957 – Amended April 20, 2010
<b>Developed / Updated By:</b>	RVFCA
<b>Review Date:</b>	April 2016

**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 judgment 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 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 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.

**Mutual/Automatic Aid Agreement  
Jackson/Josephine Counties Signors**

Applegate Rural Fire District No. 9	July 31, 1992
Ashland Fire Department	September 1, 1992
Butte Falls Fire Department	September 15, 1992
Central Point Fire Department (Dist. 3)	July 20, 1992
Colestine Rural Fire District	November 10, 1992
Eagle Point Fire Department (Dist. 3)	July 20, 1992
Evans Valley Fire District	September 4, 1992
Gold Hill Fire Department (Dist. 3)	May 16, 1992
Grants Pass Department of Public Safety	May 20, 1992
Illinois Valley Fire District	June 24, 1992
Jackson County Fire District No. 3	May 19, 1992
Jackson County Fire District No. 5	July 7, 1992
Jackson County Fire District No. 4	July 22, 1992
Jacksonville Fire Department	September 8, 1992
Medford City/Rural Fire Department	August 27, 1992
Medford Jackson County Airport	September 8, 1992 (Medford / Rogue Valley
International Airport)	
Phoenix Fire Department	September 9, 1992
Rogue River Rural Fire District	September 3, 1992
Oregon Department of Forestry, SW District	September 3, 1992
Talent Fire Department	September 1, 1992
Valley Fire Service (Rural Metro Fire Department)	May 28, 1992
Veterans Administration, White City	March 15, 1992
Williams Rural Fire District	Date Unknown
Lake Creek Rural Fire Department	July 21, 1992

**AMENDMENT – April 21<sup>st</sup>, 1998**

The parties to this agreement recognize the existence of the above titled agreement executed on July 1<sup>st</sup>, 1992 and continue to honor this agreement in its original form. The parties also recognize the ability for this agreement to be amended for the purpose of adding agencies with a recommendation of the Rogue Valley Fire Chiefs Association and as approved by the Chief Executive Officer of each existing parties. (Paragraph 10)

Therefore, it is recommended at this time to add Wolf Creek Rural Fire Protection District as a party to this agreement. It is also recommended at this time to remove the City of Central Point and the City of Gold Hill as a party to this agreement. This agreement will stand until the whole agreement is updated in the future. The original amendment shall be on file at Jackson County Fire District #3.

**Signors:**

Applegate Valley R.F.P.D. #9	April 21, 1998
Ashland Fire Rescue	April 23, 1998
Butte Falls Fire Department	May 22, 1998
Colestine Rural Fire Department	June 16, 1998
Eagle Point Fire Department	April 21, 1998
Evans Valley Fire District #6	April 21, 1998
Grants Pass Fire & Rescue	May 5, 1998
Illinois Valley Fire District	April 4, 1998
Jackson County Fire District #3	May 20, 1998
Jackson County Fire District #4	May 19, 1998
Jackson County Fire District #5	April 21, 1998
Jacksonville Fire Department	May 21, 1998
Medford Fire Department	July 14, 1998
Rogue Valley International Airport	July 9, 1998
Oregon Department of Forestry SWO	April 21, 1998
Phoenix Fire Department	May 19, 1998
Prospect Rural Fire Department	June 9, 1998
Rogue River Rural Fire District	April 21, 1998
Rural/Metro Fire Department	April 24, 1998
Talent Fire Department	May 19, 1998
Lake Creek Rural Fire District	June 6, 1998
Veterans Administration Fire Department – White City	June 9, 1998
Williams Rural Fire District	June 10, 1998
Wolf Creek Rural Fire District	April 21, 1998

**AMENDMENT - April 20<sup>th</sup>, 2010**

The parties to this agreement recognize the existence of the Rogue Valley Fire Chiefs Association Mutual/Automatic Aid Agreement executed on July 1<sup>st</sup>, 1992 and continue to honor this agreement in its original form. The parties also recognize the ability for this agreement to be amended for the purpose of adding agencies with a recommendation of the Rogue Valley Fire Chiefs Association and as approved by the Chief Executive Officer of each existing parties. (Paragraph 10)

Therefore, it is recommended at this time to add Greensprings Rural Fire District as a party to this agreement. It is also recommend at this time to remove the Central Point Fire Department, Gold Hill Fire Department, Phoenix Fire Department, Talent Fire Department, Eagle Point Fire Department, and the Veterans Administration as a party to this agreement. This agreement will stand until the whole agreement is updated in the future. The original amendment shall be on file at Jackson County Fire District #3.

COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered (including delivery by facsimile), shall be

deemed and original, and all of which counterparts of this contract, taken together will be deemed to be but one and the same.

**Signors:**

Applegate Valley R.F.P.D. #9	August 24, 2010
Ashland Fire and Rescue	August 17, 2010
Butte Falls Fire Department	October 28, 2010
Colestine Rural Fire Department	July 5, 2011
Evans Valley Fire District #6	August 17, 2010
Grants Pass Fire Rescue	August 19, 2010
Greensprings Rural Fire District	August 17, 2010
Illinois Valley Fire District	August 17, 2010
Jackson County Fire District #3	August 17, 2010
Jackson County Fire District #4	September 9, 2010
Jackson County Fire District #5	August 17, 2010
Jacksonville Fire Department	August 17, 2010
Oregon Department of Forestry	August 17, 2010
Rogue Valley International Airport FD	September 1, 2010
Medford Fire Rescue	August 24, 2010
Prospect Rural Fire Department	September 9, 2010
Rogue River Rural Fire District	July 21, 2010
Rural Metro Fire Department	August 17, 2010
Lake Creek Rural Fire District	July 21, 2010
Williams Rural Fire District	September 19, 2010
Wolf Creek Rural Fire District	August 20, 2010

Signature page and original document on file with Jackson County Fire District #3 or a PDF version is available in the archive section of the RVFCA Policy/Best Practices/Model Guidelines Manual.