MEMORANDUM OF UNDERSTANDING
between
JOSEPHINE COUNTY,
The JOSEPHINE COUNTY FIRE DEFENSE BOARD,
JOSEPHINE COUNTY EMERGENCY DEFENCE BOARD
OREGON DEPARTMENT OF FORESTRY,
BUREAU OF LAND MANAGEMENT-MEDFORD DISTRICT, and the
USDA FOREST SERVICE, ROGUE RIVER-SISKIYOU NATIONAL FOREST

This Memorandum of Understanding is here by entered into by and between Josephine County, the Josephine County Fire Defense Board, the Oregon Department of Forestry, the Bureau of Land Management-Medford District, and the USDA Forest Service, Rogue River-Siskiyou National Forest, hereinafter referred to as the Parties.

CONCERNING:

Implementation of the Josephine County Integrated Fire Plan

The Josephine County Community Wildfire Protection Plan (hereinafter “The Josephine County Integrated Fire Plan) has been developed in collaboration with the following organizations and agencies:

Josephine County Fire Defense Board
● Applegate Fire District
● Grants Pass Department of Public Safety
● Illinois Valley Fire District
● Rural/Metro Fire Department
● Williams Fire District
● Wolf Creek Fire District

Josephine County
Josephine County Integrated Fire Plan
Emergency Management Board
Oregon Department of Forestry
Rogue River-Siskiyou National Forest
Bureau of Land Management, Medford District
Oregon Office of the State Fire Marshal
Oregon Department of Transportation
Rogue Valley Fire Chiefs Association

Rogue Valley Fire Prevention Cooperative
Rogue Valley Fire Prevention Cooperative
Josephine County Special Needs Committee
American Red Cross, Rogue Valley Chapter
Jackson County
Applegate Partnership
Illinois Valley Community Development Organization
Illinois Valley Forestry Action Committee
Oregon State University Extension
Seven Basins Neighborhood Fire Planning Project
Siskiyou Field Institute
Sunny Wolf Community Response Team
Resource Innovations (at the University of Oregon)
Williams Educational Coalition
I. PURPOSE:

The purpose of this Memorandum of Understanding is to facilitate the implementation of the Josephine County Integrated Fire Plan. The Plan was developed to create and maintain fire safe communities and watersheds by reducing hazardous fuels on private and public land. The Josephine County Integrated Fire Plan is a framework for educating communities, changing the culture of individuals living in fire prone neighborhoods and models personal responsibility in identifying and reducing fire risks.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Josephine County Integrated Fire Plan is intended to increase awareness and action for fire protection among fire districts, county government, public agencies, community organizations and citizens for the protection of communities and watersheds from catastrophic wildfire and to address threats to forest and rangeland health. This cooperation serves the mutual interest of the parties and the public.

III. AUTHORITY:

BLM Manual Section 1786, Memorandums of Understanding, Section 1786.3.

IV. THE PARTIES SHALL:

1. Follow the actions outlined in the Josephine County Integrated Fire Plan August 2005 Implementation Plan to ensure that the Plan is implemented, monitored, evaluated and updated.

   The Forest Service will provide technical advice and support when requested based on employee availability.

2. Work together to identify high risk areas and prioritize fuels reduction projects on public and private land that meet objectives for landscape scale treatment, as well as identify and implement other wildfire mitigation actions, including education and outreach.

   The Forest Service will, within its budgetary and program development processes, work toward achieving the hazardous fuels reduction goals of the Plan.

3. Work together on emergency management issues, including evacuation and response, incident command training and multi-agency coordination.
V. THE PARTIES TO THIS MOU RECOGNIZE THAT:

1. The Josephine County Integrated Fire Plan Emergency Management Board is responsible for and coordinates with Josephine County to ensure that Plan documents and related data and information are monitored, maintained and up-dated.

2. Josephine County Fire Districts, County government, State and Federal land managers, and community organizations need to work collaboratively to implement the Josephine County Integrated Fire Plan and maintain coordination of the JCIFP Emergency Management Board, Education and Outreach Committee and Risk Assessment/Fuels Planning Committee.


VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA): Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.

2. MODIFICATION: Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

   The Chairperson of the Josephine County Fire Defense Board will accept proposals for modifications, facilitate review, and process finalized modification to be approved by those signatories to this MOU.

3. PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

4. COMMENCEMENT/EXPERATION DATE: This instrument is executed as of the date of last signature and is effective through September 30, 2010 at which time it will expire unless extended.

5. TERMINATION: Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
6. PRINCIPAL CONTACTS:

Josephine County  
Jim Riddle  
Chair, Board of Commissioners  
541-474-5221

Josephine County Fire Defense Board  
Brian Pike  
Chair, Fire Defense Board  
541-474-5300

Oregon Department of Forestry  
Dan Thorpe  
District Forester  
541-664-3328

Bureau of Land Management  
Tim Reuwsaat  
District Manager  
541-618-2444

Forest Service  
Scott D. Conroy  
Forest Supervisor  
541-858-2200

7. NON-FUND OBLIGATING DOCUMENT: This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator or any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

8. ESTABLISHMENT OF RESPONSIBILITY: This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

9. AUTHORIZED REPRESENTATIVES: By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperators are authorized to act in their respective areas for matters related to this agreement.
THE PARTIES HERETO have executed this instrument

Date: _____________________________  _______________________________
Jim Riddle, Chair
Josephine County Board of Commissioners

Date: _____________________________  _______________________________
Brian Pike, Chair
Josephine County Fire Defense Board

Date: _____________________________  _______________________________
Dan Thorpe, District Forester
Oregon Department of Forestry

Date: _____________________________  _______________________________
Tim Reuwsaat, Director
BLM, Medford District

Date: _____________________________  _______________________________
Scott D. Conroy, Forest Supervisor
Rogue River-Siskiyou National Forest

Date: _____________________________  _______________________________
Sara Nicholson, Co-Chair
JCIFP Emergency Management Board

Date: _____________________________  _______________________________
Phil Turnbull, Co-Chair
JCIFP Emergency Management Board