

COOPERATIVE FIRE PROTECTION ASSISTANCE AGREEMENT

Between

COUNTY OF TULARE

And

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

This is a COOPERATAIVE FIRE PROTECTION AGREEMENT between TULARE COUNTY, hereinafter referred to as COUNTY, and the STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, hereinafter referred to as CAL FIRE, and is entered into this 1 ST day of JULY , 2007.

WHEREAS, COUNTY maintains and operates a fire protection organization in the area generally known as TULARE County; and

WHEREAS, CAL FIRE maintains and operates a fire protection organization for the purpose of providing "basic" protection to the State Responsibility Area lands adjacent or proximate to the area protected by COUNTY; and

WHEREAS, it is the desire of the parties, to render aid each to the other to combat the effect of fire when such aid is necessary as herein set forth; and

WHEREAS, the COUNTY is a signatory of the "California Disaster and Civil Defense Master Assistance Agreement" and it's annex, the "Agreement for Local Government Fire Suppression Assistance to Forest Agencies" (CFAA); and

WHEREAS, CAL FIRE is empowered to enter into individual "Cooperative Fire Protection Agreements" for the payment of local government resources to assist CAL FIRE outside of the CFAA; and

WHEREAS, the parties desire to effect the purpose of this Agreement pursuant to the provisions of the "Joint Exercise of Power Act: (Government Code Section 6500-6547), and Health and Safety Code Section 13050.

NOW THEREFORE, the parties mutually agree as follows:

1. To furnish fire protection personnel, equipment, materials, supplies, and to render such emergency services to each other as may be necessary to mitigate emergencies of a size and or complexity that are beyond the control of either party acting without the assistance of the other, and the control of which therefore requires the assistance from the other.

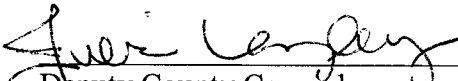
2. Such assistance shall be provided within the limits of the agreement, provided however, that neither party shall be required to reduce its own fire protection resources, personnel, services, and facilities to the detriment of its normal fire protection capability.
3. No response to an assistance request provided for in this Agreement will be made by the parties, unless such request is received through the established communication channels common to each party and made by a responsible fire official of the party requesting such aid.
4. The party which has the primary scope of responsibility for fire protection in the area involved will direct all operations and support activities and request such additional assistance as is needed, provided the first arriving unit from either party will take initial action to protect life and property.
5. When either party responds outside its jurisdictional scope of responsibility, the agency with primary responsibility will provide an officer of its Department who will supervise and direct activities and assume responsibility for releasing any fire company from the scene.
6. When COUNTY fire equipment and or personnel responds to a Forest Agency incident under orders through the CFAA, all reimbursement will be through the CFAA at the agreed upon CFAA rates.
7. When COUNTY fire equipment with authorized or requested personnel responds at the request of CAL FIRE, not through the CFAA, this will be known as "Assistance by Hire".
8. When COUNTY fire equipment including authorized or requested personnel responds to a State Response Area in the County of Tulare on an "Assistance by Hire" request, the first 2 hours will be considered mutual aid. After the initial 2 hours if the responding fire equipment is assigned to the primary task of perimeter fire control tactics, then payment will be made from time of initial dispatch time. If the equipment and or personnel are used for structure, vehicle, or improvement protection, then no payment will be made as this is the responsibility of the COUNTY. Fire engines and personnel assigned to cover behind CAL FIRE resources shall be paid from initial dispatch. COUNTY overtime hours for all personnel working extra duty relative to Tulare CAL FIRE Unit incident personnel and equipment requests shall be reimbursed at the classification appropriate overtime rate as identified in Attachment A.

EXCEPTION: When COUNTY fire equipment and the authorized or requested personnel responds to a SRA vegetation fire in the Panorama Heights/Posey initial attack area within the County of TULARE at the request of CAL FIRE or its delegated agent, payment shall be made from time of dispatch as "Assistance by Hire" using the identified rates in Attachment A.

9. COUNTY reserves the right to recall its COUNTY Fire Department Water Tender resources no later than thirty-six (36) hours after time of dispatch. The recall of COUNTY Fire Department Water Tender resources shall be coordinated in advance by the COUNTY Fire Chief, or designee, and the Incident Commander, or designee. TCFD Water Tender use and reimbursement shall be compliant with the direction provided in Attachment B.
- 10.. When COUNTY fire equipment and the authorized or requested personnel responds to a SRA vegetation fire outside the County of TULARE as "Assistance by Hire", at the request of CAL FIRE, payment will be made from time of dispatch.
11. The COUNTY shall be responsible for the providing all communications and personnel safety equipment required in the CFAA, and vehicle maintenance including fuel and oil, engine repairs, insurance (vehicle, liability and worker compensation), and firefighting tools and equipment.
12. The rates of payment for "Assistance by Hire" will be that set forth in Attachment A to this agreement.
13. Each party shall indemnify, defend, save and hold harmless the other parties, and each of them and their respective agents, servants and employees, of and from any and all liabilities, claims, demands, debts, suits, actions and causes of action arising out of, or in any manner connected with, any act or omission of such indemnifying party hereunder or its agents, servants, or employees, done or performed pursuant to the terms and condition hereof or arising upon or within the property of such indemnifying party as herein set forth after the date of expiration of the Agreement.
14. Except as may be provided by separate written agreement between the parties, the assurance of assistance set forth herein shall constitute the sole consideration for the performance hereof and neither party shall be obligated to reimburse hereunder, or for any use of material, damage to equipment, or liability incurred which may occur in the course rendering the fire fighting assistance herein provided for.
15. Nothing contained herein shall be construed as a contract law or equity for the benefit of any third party, which may be affected by the Agreement.
16. Nothing contained herein shall affect either party's responsibility to provide worker's compensation insurance or protection for its employees.
17. Nothing contained in the Agreement shall affect any proposed or current assistance agreements. This is a furtherance of the "California Disaster and Civil Defense Master Assistance Agreement"


18. The rates established in Attachment A will be evaluated in March of each year this agreement is in effect and can be changed through mutual agreement of the TULARE County Fire Chief and the CAL FIRE Unit Chief. Upon agreement, Attachment A will be amended to reflect the correct rates to become effective April 1st of that year.
19. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

Approved as to Form:



Deputy County Counsel 20071044
County of Tulare

Board of Supervisors, Chairperson
County of Tulare



California Department of
Forestry and Fire Protection
Tulare Unit Chief

Attachment A

Hourly rate of payment up to 24 hours in 1 calendar day, shall be calculated to the nearest 1/4 hour.

Personnel:

All TULARE County Fire Department staff assigned under “Assistance by Hire” will have their time invoiced with the equipment they responded with.

Classification	Hourly Rate	Overtime Rate
Firefighter	\$ 10.35	\$ 15.53
Engineer	\$ 10.35	\$ 15.53
Fire Lieutenant	\$ 19.17	\$ 28.76
Fire Captain	\$ 23.10	\$ 34.66
Fire Battalion Chief	\$ 26.78	\$ 40.17
Fire Division Chief	\$ 46.12	\$ 69.18

Equipment:

Fire Engine

Less than 1,000 gpm pump	\$53.00 per hour
1000-1250 gpm pump	\$56.00 per hour
1251-1500 gpm pump	\$71.00 per hour
1501-2000+ gpm pump	\$77.00 per hour

Water Tender \$80.00 per hour

Light Utility \$60.00 per day
(Sedan, PU, SUV, Van)
Mileage Reimbursement \$0.485 per mile

EXHIBIT B

CAL-FIRE/TCFD Mutual Assistance Dispatch Coordination Guidelines

- 1) As requested by Tulare County Fire Department, Cal-Fire resources will respond to all emergencies in the State Responsibility Area (SRA) when available. Additionally: when available, the Cal-Fire resources assigned to the Woodlake Forest Fire Station may respond to all emergencies in the greater Woodlake area without regard to the SRA boundary.
- 2) On a daily basis, and as changes in the status of Cal-Fire resources occur, Cal-Fire Emergency Command Center staff shall provide to TCFD Fire Communications staff, the necessary information that will allow TCFD to "status" Cal-Fire resource's availability for emergency response.
- 3) For other area/county wide emergency incidents, TCFD or Cal-Fire Officers may request assistance from either agency in a manner consistent with the California Master Mutual Aid Plan and the "7 Points of Light" (Attached) local government assistance guidelines.
 - a. Should the need for additional assistance be determined by a fire officer of the TCFD a CDF Engine may be requested to augment the. Incident assigned resources.
 - b. If TCFD engines are committed to other incidents, a CDF Engine may be requested as an IA response.
 - c. CDF engines will not routinely be used for IA response to other incidents in the local area.
- 4) River Bottom Fire (Porterville Area)
 - a. The Porterville engine and dozer may be requested to augment the TCFD resources under Mutual Aid.
 - b. The Porterville engine will not be routinely dispatched as an I/A resource.
 - c. CAL FIRE will support TCFD with 1-2 engines, a dozer, and hand crew if needed. (7 points of Light concept - release when able)
- 5) TCFD Water Tender Resources (Area/County Wide)
 - a. To balance this agreement, a TCFD Water Tender will be free for 12 hours on an SRA wildland fire.
 - b. It is understood that CAL FIRE will attempt to relieve the TCFD WT(s) with a private/CWN WT(s) as soon as possible in cases of extended tactical operations.

DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
P.O. Box 944246
Sacramento, CA. 94244
(916) 653-9424



DEPARTMENT OF OFFICE
OF EMERGENCY SERVICES
P.O. Box 419047
Sacramento CA. 95832
(916) 845-8711



July 18, 2003

Dear Chief:

The purpose of this letter is to clarify the State of California's Fire and Rescue mutual aid practices and procedures. In recent discussions between the California Department of Forestry and Fire Protection (CDF), Governor's Office of Emergency Services (OES), and representatives from both the California Fire Chiefs Association and the Fire Districts Association of California, it became clear that some misunderstandings exist regarding the application of mutual aid.

"Mutual Aid" is utilized when an incident is likely to exceed, or had exceeded, the ability of a responsible entity to control the event. The basic assumptions are that the local government entity has taken ALL actions within its capabilities necessary to mitigate a potential or on-going disaster, and has reasonably exhausted local resources before requesting outside assistance through the California Fire Service and Rescue Emergency Mutual Aid System.

These discussions underscored the fact that each department has a basic responsibility to protect its jurisdiction from potential fire disasters by providing training, planning and equipment, and, as necessary, to formulate agreements for acquiring those services and resources that are reasonably necessary to protect that jurisdiction. Further, it was clear that a real need exists for Chief Officer training in all areas of mutual aid. OES provides information and training to fire agencies at the local and operational area level, and is working with the State Fire Marshal to correct this deficiency through a review and revision of both Level 1 and Level II state fire training program certified courses.

With these issues in mind, we have jointly developed the attached guidelines for your direction. We encourage each of you to become familiar with the provisions of the documents available for either your duly elected Area Fire and Rescue Area Coordinator, or the OES Fire and Rescue Branch in Sacramento.

It is important to understand that these discussions on Mutual Aid do not preclude the responsibility for entities to develop cost apportionment agreements when emergency incidents involve more than a single jurisdiction. The unified command on a multi-jurisdictional emergency incident is responsible for the apportionment of incident related costs.

We are committed to a cooperative effort to mitigate the effects of disasters in California by supporting the spirit of Master Mutual Aid Agreement and maintaining one of the most efficient mutual aid systems in the Nation. We also want to thank the members of the California Fire Service, as represented by the task force from the California Fire Chiefs Association/Fire Districts Association and the Firescope Board of Directors, for their cooperation in responding to this issue.

Sincerely,

The signature of Andrea E. Tuttle is located at the bottom left. It is a cursive signature that reads "Andrea E. Tuttle".

Andrea E. Tuttle, Director
Department of Forestry
and Fire Protection

The signature of Dallas Jones is located at the bottom right. It is a cursive signature that reads "Dallas Jones".

Dallas Jones, Director
Governor's Office of
Emergency Services

DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
P.O. Box 944246
Sacramento, CA. 94244
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Provisions of the California Fire Service and Rescue Emergency Mutual Aid System's Mutual Aid Plan, that provide for assistance without reimbursement, may apply to state resources prior to a declaration of "local emergency" (as defined in the California Emergency Service Act), when a local government entity determines that a fire is likely to exceed its ability to control. Applicability will be based on the following guidelines:

1. From the time of initial attack to the point of determination that an incident is likely to exceed the ability of a local government entity to control, state resources can be made available to local fire agencies through a variety of agreements (e.g., automatic aid, wildland protection, mutual threat zone, etc.)
2. In the absence of an emergency that is beyond the ability of a local government entity to control, mutual aid shall not be used to shift the costs of fire suppression to another political entity.
3. Mutual aid fire suppression resources committed to an incident, under the provisions of the California Fire Service and Rescue Emergency Mutual Aid System's Mutual Aid Plan, should only be used during the period of the emergency. The period of emergency constitutes the time during which mutual aid resources are necessary to prevent imminent or perceived imminent threat to life and property. As the emergency conditions de-escalates, the mutual aid resources should be released, based on a preplanned demobilization process.
4. Entities should make maximum use of locally available facilities, equipment and services.
5. Requests for firefighting resources, for response to an emergency that is beyond the ability of a local government entity to control, are to be based on the "closest resources" concept and initiated through proper mutual aid channels.
6. Federal fire suppression resources which may be the "closest resources" are not part of the California Fire Service and Rescue Emergency Mutual Aid System. Assistance provided by these resources will be on an assistance-by-hire arrangement, unless obtained through other pre-existing agreements.
7. Local government agencies receiving mutual aid are responsible for providing logistical support to the mutual aid personnel and equipment.