

AGREEMENT FOR MUTUAL AID FIRE PROTECTION

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the State of California, hereinafter called STATE, and _____, hereinafter called LOCAL AGENCY, through its duly authorized officers.

WITNESSETH:

WHEREAS:

1. _____ maintains and operates a fire protection organization in the area generally known as _____; and
2. CDF maintains and operates a fire protection organization for the purpose of providing basic wildland fire protection to State Responsibility Area lands which are adjacent or proximate to the area protected by LOCAL AGENCY; and
3. It is the desire of the parties hereto to render aid, each to the other, to combat the effect of fire, when such aid is necessary as herein set forth; and
4. The parties hereto desire to affect the purpose of this agreement pursuant to the provisions of the "Joint Exercise of Power Act" (Gov. Code Section 6500-6547) and Health and Safety Code Section 13050.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. To furnish fire protection personnel and equipment and to render such fire protection services to each other as may be necessary to suppress fire of a size beyond the control of either of the parties hereto acting without the assistance of the other and control of which therefore requires assistance from the other.
2. Such mutual aid shall be provided within LOCAL AGENCY jurisdiction, 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 a mutual aid request provided for in this agreement will be made by the parties hereto 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. That any mutual aid extended under this agreement will be extended with the express understanding that the fire official in charge (in whose jurisdiction a fire requiring mutual aid occurs) shall remain in charge at such incident including the direction of personnel and equipment provided through the operation of this mutual aid agreement.
5. Except as may be provided by separate agreement between the parties hereto, the assurance of mutual aid set forth herein shall constitute the sole consideration for the performance hereof and neither party shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of material, damage to equipment, or liability incurred which may occur in the course of rendering the firefighting assistance herein provided for.
6. That certain specialized types of fire protection resources may not be made available subject to the provisions of this agreement, and that such resources will be available only on a reimbursement basis.
7. This agreement shall remain in full force and effect for a period of five (5) years from the date hereinabove written unless sooner terminated by either of the parties giving to the other fifteen (15) days written notice of such termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

STATE OF CALIFORNIA

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

By:

By:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)