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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COMMANDER, U.S. THIRD FLEET  
AND  
COMMANDER, NAVAL AIR FORCES U.S. PACIFIC FLEET  
AND  
COMMANDER, NAVY REGION SOUTHWEST  
AND  
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Subj: MEMORANDUM OF UNDERSTANDING (MOU) TO USE NAVY HELICOPTERS  
TO PROVIDE IMMEDIATE RESPONSE FIREFIGHTING SUPPORT TO  
CIVILIAN AUTHORITIES

Ref: (a) DoD Directive 3025.18  
(b) OPNAVINST 3440.16D  
(c) OPNAVINST 3710.7U  
(d) COMNAVREGSWINST 3440.1B  
(e) COMTHIRDFLT-CNAP-CNAFR Helicopter OPCON MOU/10JUN10  
(f) Interagency Agreement for the Provision of Temporary  
Support during Wildland Firefighting Operations among  
U.S. Department of the Interior, the U.S. Department  
of Agriculture, and the Department of Defense (2010)  
(g) National Interagency Fire Center (NIFC) Military Use  
Handbook (NFES July 2006)

Encl: (1) Notification Process for California Department of  
Forestry and Fire Protection (CAL FIRE) and Navy  
Emergency Wildfire Support

1. Purpose. To establish the terms and conditions under which  
Navy helicopter squadrons will be employed to provide Immediate  
Response (IR) support to civilian authorities for the  
containment, control and extinguishment of wildfires to local  
communities in order to save lives, prevent human suffering and  
mitigate great property damage. This Memorandum of

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Understanding (MOU) establishes the notification process that will be exercised when an IR request is received for airborne firefighting assistance to support California Department of Forestry and Fire Protection (CAL FIRE) in an extreme wildfire emergency, to specify command and control relationships (OPCON/TACON) and to identify processes to provide waivers for certain project specialists to fly aboard Navy helicopters in support of fire fighting operations. This MOU supersedes and cancels COMNAVREGSW-COMNAVAIRES Letter of Agreement dated 13AUG04 and HC85-CDF Letter of Agreement 4MAY05/7JUN05.

Reference (f) remains the primary means by which the Department of Defense will provide wild-land firefighting support nationally, including in California. Any provision of federal firefighting support pursuant to Immediate Response Authority should be reassessed as soon as practicable to determine if a DoD response is still necessary, but not more than 72 hours after a request is received. Such continuing needs for DoD assistance are appropriately governed by reference (f).

2. Background. Reference (a) details general guidelines concerning assistance and support to civil authorities. References (b) and (c) provide policy, guidance and direction for the employment of Navy resources during domestic emergencies to support civil authorities.

3. Understanding. The parties enter into this MOU mutually understanding and agreeing to the following provisions:

a. The military or operational needs of the Navy will take priority over requests for assistance from CAL FIRE.

b. In the event Commander, Navy Region Southwest (CNRSW) receives an IR request to support firefighting efforts, Commander, Third Fleet (COMTHIRDFLT) will make every effort to support utilizing assigned Navy helicopter capabilities. Reference (d) contains CNRSW's emergency management plan.

c. When requested, COMTHIRDFLT will coordinate available assets with COMHSCWINGS PAC.

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d. COMHSCWINGSPAC is required to ensure firefighting operations are conducted in accordance with the Naval Air Training and Operating Procedures Standardization (NATOPS) program.

e. To become qualified to participate in firefighting operations in California, CAL FIRE requires Navy pilots and aircrew to conduct training with CAL FIRE before the wildfire season. COMHSCWINGSPAC will determine which units will receive CAL FIRE training. The following are the minimum CAL FIRE training requirements:

(1) Per reference (g), annual or "refresher" firefighting ground training.

(2) Initial qualification: Pilots and aircrew shall perform six (6) water pickups and six (6) water drops using an aerial firefighting helicopter bucket, i.e. "bambi" bucket.

(3) Currency: Pilots and aircrew shall perform two (2) water pickups and two (2) water drops semi-annually.

f. Qualified Navy pilots and aircrew, with the concurrence of their commanding officer, may qualify other designated Navy pilots and aircrew in CAL FIRE firefighting requirements in order to participate in operations.

g. When requested, Navy Helicopter squadrons and personnel may be utilized to support secondary missions such as airborne fire line/hotspot mapping, airborne asset coordination, casualty evacuation (CASEVAC) and/or transport of civilian personnel.

h. In the event helicopter assets are activated, Commander, Helicopter Sea Combat Wing Pacific (CHSCWP) will act as lead coordinator for its assigned assets, as well as any additional Commander, Helicopter Maritime Strike Wing Pacific (CHSMWP) assets being utilized.

i. To facilitate communications between airborne assets and ground personnel, CAL FIRE Military Helicopter Managers (MHEM) are authorized to fly aboard Navy helicopters engaged in firefighting operations after completing an approved aviation physiology course per reference (c). In the event that this requirement cannot be met, CHSCWP shall request a flight waiver

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for these personnel from Commander, Naval Air Forces Pacific (CNAP). Squadrons embarking MHEMs in their helicopters as Project Specialists shall provide a thorough (Aviation Life Support Systems (ALSS) brief and minimize flight time over water.

j. For purposes of this MOU, Navy helicopters shall remain under operational and tactical control of COMTHIRDFLT throughout wildfire fighting efforts in accordance with reference (e). If the emergency persists, tactical control may be transferred upon direction by higher authority.

k. CAL FIRE will reimburse the Department of Defense (DoD) at the earliest available opportunity for the emergency airborne firefighting assistance provided by DoD in accordance with reference (f). Reimbursement of costs by CAL FIRE will be coordinated through COMNAVAIRPAC Comptroller, 619-545-4775.

4. Action. Once this MOU is in effect, the parties shall use enclosure (1) to activate this MOU and inform the military chain-of-command of a request for emergency airborne firefighting DSCA.

5. Other Terms and Conditions. The parties further agree to the following provisions:

a. The Navy will not be responsible for damage to CAL FIRE apparatus and equipment or personal injury incurred during firefighting operations. Claims from CAL FIRE are subject to 5(e) below.

b. This MOU shall not be construed as or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

c. COMTHIRDFLT shall be kept informed of the status of military firefighting equipment availability and deployment/redeployment.

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d. Claims Arising from Sole Acts or Omissions involving CAL FIRE. CAL FIRE agrees to indemnify the United States and the Department of the Navy, and to hold them harmless from and against any claims, demands, losses, damages or liabilities in connection with any injuries to persons or damage to property, as well as the costs of the investigation and defense thereof, which arise or are claimed to arise out of the negligent or wrongful acts or omissions of CAL FIRE or its officers, employees, or agents in connection with the performance of, or the alleged failure to perform, any obligations of this MOU.

e. Claims Arising from Sole Acts or Omissions involving the United States. In the event of any claims for injury to persons or damage to property asserted against CAL FIRE which arise or are alleged to arise out of the negligent or wrongful acts or omissions of the United States, Department of the Navy, or their officers, employees, or agents in connection with the performance of, or the failure to perform, the obligations of this Agreement, the liability of United States therefore shall be determined, processed and adjudicated in accordance with the provisions of the Federal Tort Claims Act (28 U.S.C. § 1346(b)).

6. Modification. This agreement may be modified at any time with the written concurrence of the parties. Any amendments to this MOU must be in writing and signed by the parties. Amendments will be recorded and published as addenda to this MOU. This MOU shall be reviewed every three years from the effective date to ensure compatibility with current law and regulations, and to determine if any changes are required.

7. Term and Termination. This MOU shall continue for a period of six years from the effective date below, or until terminated by mutual consent of the parties. This MOU may also be terminated unilaterally by any party upon 30 days written notice to the other parties.

8. Effective Date. This agreement will become effective on the date of the last signature of all parties to this MOU. This MOU has been executed by CAL FIRE, COMTHIRDFLT, CNAP, and CNRSW or through their duly authorized officers.

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W. D. BYRNE  
Captain, U.S. Navy  
Chief of Staff  
Commander, U.S. Third Fleet

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R. W. BUTLER  
Captain, U.S. Navy  
Chief of Staff  
Commander, Naval Air Forces  
U.S. Pacific Fleet

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J. J. GALLAGHER  
Comptroller  
Commander, Navy Region Southwest

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W. D. FRENCH  
Rear Admiral, U.S. Navy  
Commander  
Navy Region Southwest

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*Frank*  
CLARE FRANK  
Assistant Deputy Director  
Of Cooperative Fire Protection  
California Department of  
Forestry and Fire Protection

Date: 9 12 11

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NOTIFICATION PROCESS FOR CALIFORNIA DEPARTMENT OF FORESTRY AND  
FIRE PROTECTION (CAL FIRE) AND NAVY EMERGENCY WILDFIRE SUPPORT

Upon CNRSW receipt of IR request from CAL FIRE\*:  
[CNRSW ROC phone: (619) 524-1197/1198]

1. CNRSW will contact -  
USNORTHCOM \*  
C3F Fleet Watch Officer (FWO): (619) 524-9534  
C3F BWC VOIP: (619) 553-7104  
C3F AFWO: (619) 767-4945  
Email: c3f\_fwo@navy.mil
  
2. C3F will contact -  
CHSCWP Duty Office: (619) 545-1691/1858/1789  
CDO Cell: (619) 571-2950  
  
CHSMWP Duty Office: (619) 767-7085  
CDO Cell: (619) 778-3235  
  
INFO: CNAP Duty Office: (619) 545-2017  
DSN 735-2017  
  
INFO: CNRFC Duty Office: (757) 445-8500  
DSN 262-8500  
E-mail: cnrf\_dutyoffice@navy.mil
  
3. CHSCWP will contact -  
HSC-21: (619) 545-6408  
SDO Cell: (619)

CHSMWP will contact supporting squadrons as required.

\*NORTHCOM AND DOD NOTIFICATION SHALL ALSO TAKE PLACE PER REF A.

Enclosure (1)