

14-470
10/23/14

WILDLAND FIRE MUTUAL AID AGREEMENT

Between

CITY OF FRESNO

And

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
FRESNO-KINGS UNIT

INTRODUCTION:

This Wildland Fire Mutual Aid Agreement is intended to establish a wildland fire response plan for areas within City of Fresno and California Department of Forestry and Fire Protection ("CAL FIRE") jurisdictions. Both jurisdictions have areas that are heavily vegetated with a substantial intermix of residential structures and are considered a wildland urban interface fire threat. These areas will be shown on a master map on file at the Fresno-Kings Unit ("FKU") Headquarters, as illustrated in Appendix A of this Agreement. Non-wildland fire mutual aid requests are not a part of this Agreement.

PURPOSE:

The parties recognize that a substantial wildland fire in either jurisdiction would cause the response of, and an impact to, both parties regardless of jurisdictional authority or responsibility. Without this Agreement, the response of these agencies would otherwise be delayed and less coordinated. This Agreement describes the types of resources each of the parties will dispatch, as available, to effect perimeter control and protect threatened life and structures.

Whereas:

1. The City of Fresno maintains and operates a fire protection organization within its City Limits;
2. CAL FIRE maintains and operates a fire protection organization for the purposes of providing basic wildland fire protection to State Responsibility Area (SRA) lands which are adjacent or proximate to the area protected by the City of Fresno;
3. It is the desire of the parties to render aid to each other to combat the effect of fire when such aid is necessary, as herein set forth; and
4. The parties desire to effect the purpose of this agreement pursuant to the provisions of the "Joint Exercise of Power Act" (Government Code Sections 6500-6547) and Health and Safety Code Section 13050.

Now Therefore, the parties hereto mutually agree as follows:

1. To furnish fire protection personnel, equipment, materials and supplies, as described in Appendix B, and to render such fire protection services to each other as may be necessary to suppress wildland fires.
2. Such mutual aid shall be provided within the limits of the County of Fresno and as shown on the maps contained in Appendix A; provided however, that neither party hereto 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 mutual aid requests provided for in this agreement will be made by the parties hereto unless such request is made and received through the established communication channels common to each party by a responsible fire official of the party requesting such aid. Responding mutual aid resources shall be capable of communication on a minimum of the listed radio frequencies shown in Appendix C.
4. Any mutual aid extended under this agreement will be extended with the express understanding that the fire official in charge, in whose jurisdiction an incident is occurring, shall remain in charge at such incident, including the direction of personnel and equipment provided through the operation of this mutual aid agreement.
5. That any mutual aid resources extended under this agreement will be provided fuel, oil, drinking water and food by the jurisdiction the incident is occurring within, as they would provide to their own resources.
6. Except as may be provided by separate agreement between the parties hereto, the assurance of mutual aid set forth shall constitute the sole consideration for the performance herein provided. 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 incurred liability that may occur in the course of rendering the firefighting assistance herein contemplated.
7. Certain specialized types of fire protection resources may not be made available subject to the provisions of this Agreement, and such resources will be available only on a reimbursement basis.
8. This Agreement shall supersede any prior agreements and remain in full force and effect from the date signed by both parties unless amended or terminated by either party hereto giving thirty (30) days prior written notice of such early termination to the other party.
9. The City shall indemnify, hold harmless and defend CAL-FIRE FKU and each of its officers, officials, employees, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CAL-FIRE FKU, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees

and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the City of governmental immunities including California Government Code section 810 et seq.

CAL-FIRE FKU shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, CAL-FIRE FKU, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CAL-FIRE FKU or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CAL-FIRE FKU of governmental immunities including California Government Code section 810 et seq.

In the event of concurrent negligence on the part of City or any of its officers, officials, employees, agents or volunteers, and CAL-FIRE FKU or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter. This section shall survive termination or expiration of this Agreement.

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IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed.

APPROVED AS TO FORM:
FRESNO CITY ATTORNEY

ATTEST:
FRESNO CITY CLERK

By Mary Anne B. Tooke
Mary Anne B. Tooke
Deputy City Attorney

By Cindy Bruer
Deputy

Date: May 19, 2014

Date: 11/20/14

Printed Name and Title: Kerri Donis, Fire Chief

Mailing Address: Fresno Fire Department

911 H Street

Fresno, California 93721

Phone Number: (559) 621-4199

California Department of Forestry and Fire Protection Fresno-Kings Unit

BY Mark A. Johnson Date 11/12/2014

Printed Name and Title: Mark A. Johnson, Interim Unit Chief

Mailing Address: CAL FIRE – Fresno-Kings Unit

210 S. Academy Avenue

Sanger, California 93657

Phone Number: (559) 493-4300

- Attachments: Appendix A- Mutual Aid Agreement Response Area
- Exhibit 1- Map of Cal-Fire FKU areas
- Exhibit 2- Map of City of Fresno areas
- Appendix B- Mutual Aid Agreement Response Resources
- Appendix C- Radio Frequencies VHF

APPENDIX A

Mutual Aid Agreement Response Area

The City of Fresno agrees to respond mutual aid resources to any location within the CAL-FIRE FKU response areas D9, D9A, and D12, as shown on the attached Exhibit 1 map.

The CAL FIRE FKU agrees to respond mutual aid resources to any location within the City of Fresno as shown on the attached Exhibit 2 map.

APPENDIX B

Mutual Aid Agreement Response Resources

The City of Fresno will furnish to CAL FIRE FKU:

- 1 - Type I Engine with at least three (3) personnel
- 1 - Type VI Engine with at least three (3) personnel
- 1 - Type I Water Tender with at least one (1) personnel
- 1 - Type I Aircraft Crash Rescue or 1 Type I Engine with AFFF Foam and proportioning capabilities with at least three (3) personnel¹
- 1 - Battalion Chief

CAL FIRE FKU will furnish to the City of Fresno:

- 3 - Type III Engines with at least three (3) personnel each
- 1 - CAL FIRE Type II Dozer with one (1) personnel
- 1 - Battalion Chief
- 1 - Division Chief

¹ Only provided if an incident and the establishment of a Helibase falls within the agreement area. ARFF vehicle and ARFF trained personnel to be utilized based on availability.

APPENDIX C

Radio Frequencies VHF

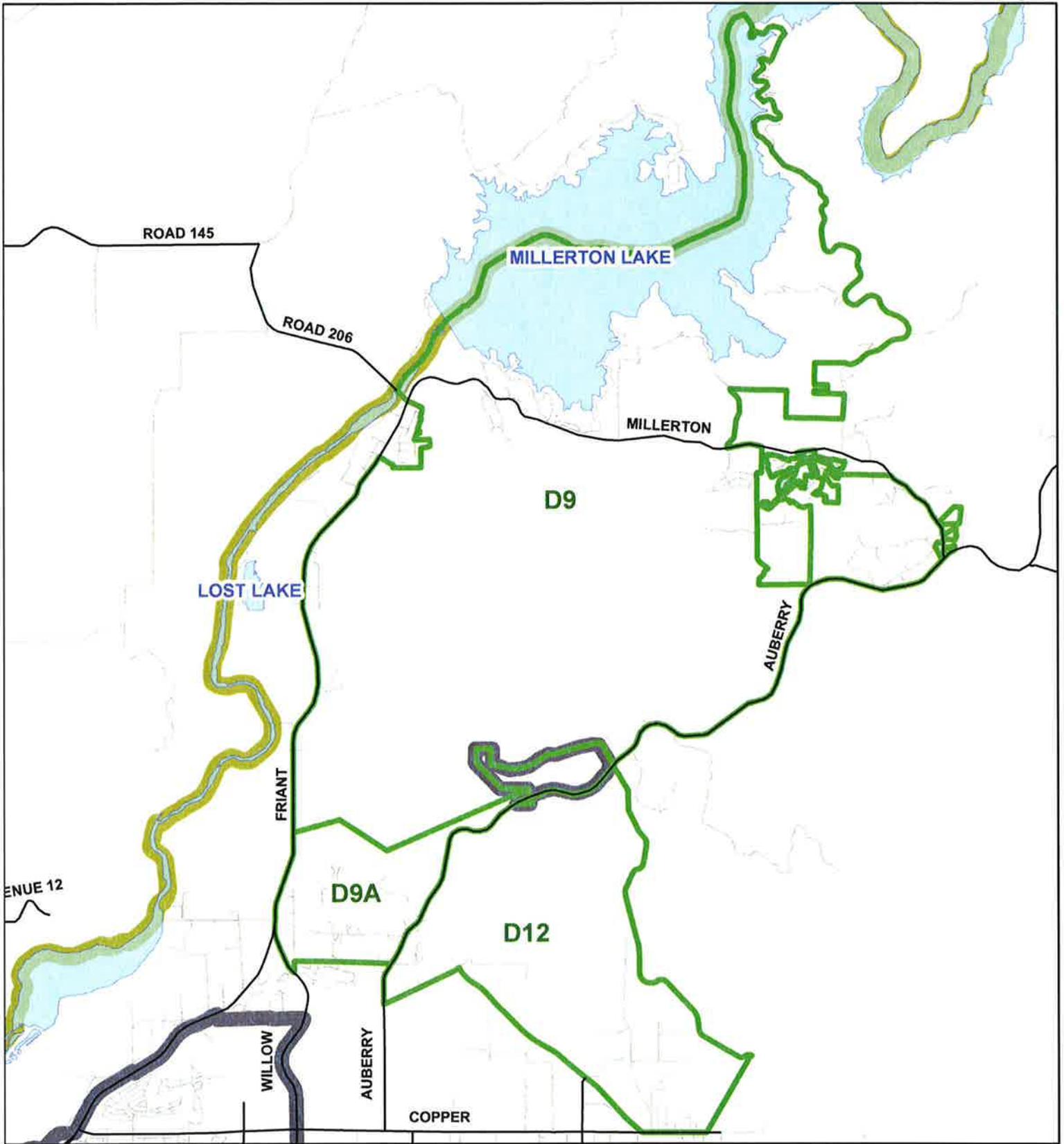
VHF

CAL FIRE / Fresno County Fire Frequencies						
RX FREQ	RX CTCSS	TX FREQ	TX CTCSS	PWR	W/N	DISPLAY
154.4450	131.8	159.1950		H	N	DISTRICT 1
153.8900	131.8	159.0600		H	N	DISTRICT 2
158.7450	131.8	158.7450	131.8	H	N	DISTRICT 3
151.3850	131.8	159.2700		H	N	LOCAL 1
151.1600	131.8	159.3600		H	N	LOCAL 2
151.3250	192.8	151.3250	192.8	L	N	CDF TAC 6
151.3400	192.8	151.3400	192.8	L	N	CDF TAC 7
151.3700	192.8	151.3700	192.8	L	N	CDF TAC 8
151.2200		151.2200		L	N	CDF AIR-GROUND
151.3550	103.5	159.3000		H	N	CDF CMND 1
151.2650	103.5	159.3300		H	N	CDF CMND 2
151.3400	103.5	159.3450		H	N	CDF CMND 3
City of Fresno Frequencies						
154.1900	100.0	159.7350	100.0	H	N	FRN METRO
153.6200	100.0	159.7350	100.0	H	N	FRN RURAL
154.3700	173.8	153.9500	173.8	H	N	FRN FIRE 1
159.7950	100.0	154.4300	100.0	H	N	FRN FIRE 2
153.8450	173.8	154.2050	173.8	H	N	FRN FIRE 3
154.3100	173.8	154.3100	173.8	H	N	FRN TAC 1
154.8300	173.8	154.8300	173.8	H	N	FRN TAC 2

EXHIBIT 1

1 in = 1 miles

0 1 2 Miles



Legend



Response Areas



County Boundary



City Limits

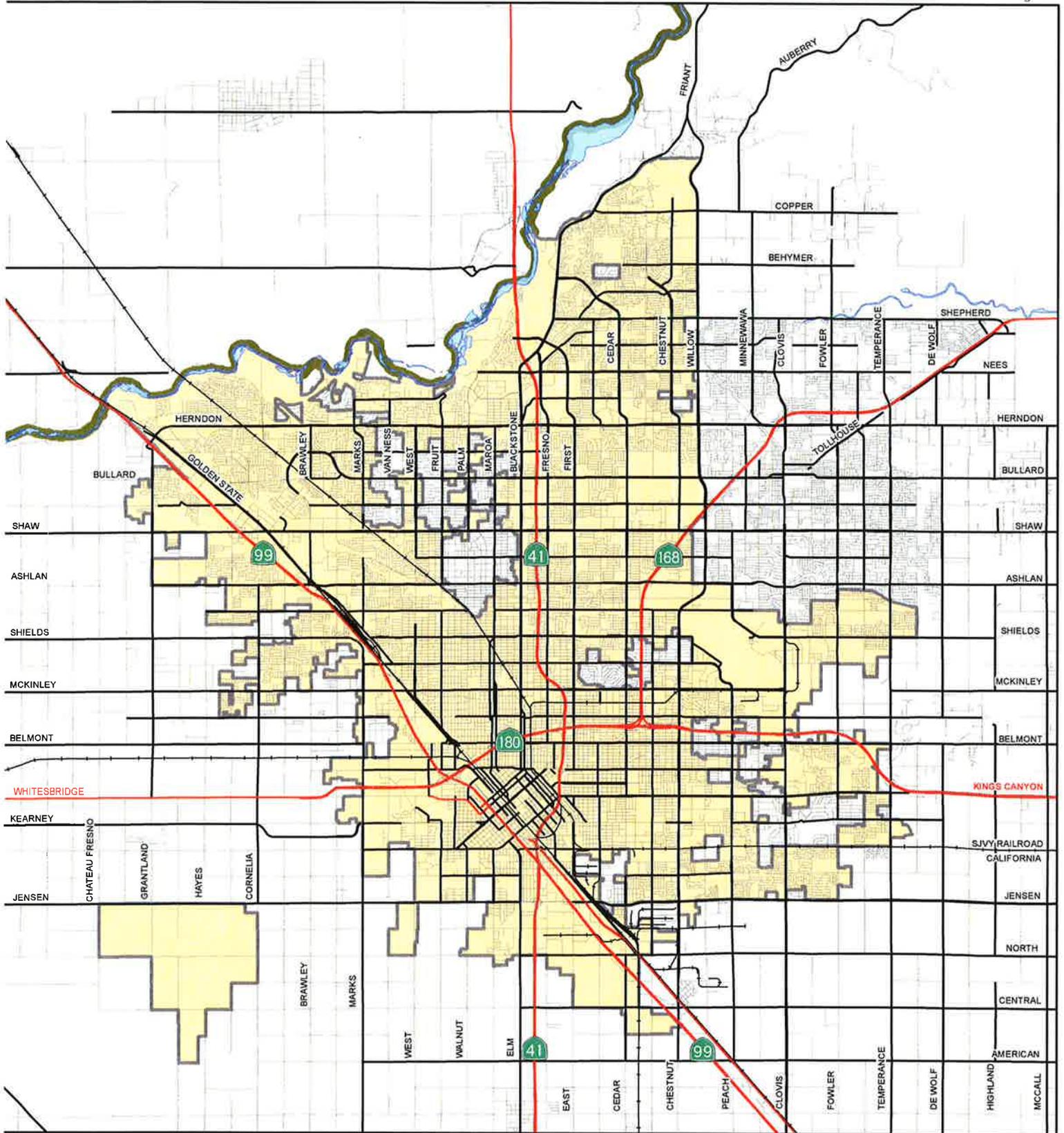


Lakes

Map Date: March 6, 2014

Map of the City of Fresno Borders (Exhibit 2)

1 in = 2.5 miles



Legend

- Highways
- Major Roads
- Local Roads
- Rivers
- Fresno City
- County Boundary

Map Date: March 6, 2014