

**AGREEMENT FOR AUTOMATIC/MUTUAL FIRE PROTECTION AID**

THIS AGREEMENT, is made and entered into this 10 day of February, 2004, by and between the **CITY OF CORNING**, hereinafter called **CORNING**, the **STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION**, through its duly qualified and acting director, hereinafter called **CDF**, and the **COUNTY OF TEHAMA**, hereinafter called **COUNTY**.

**WITNESSETH**

WHEREAS, **CORNING** maintains and operates a fire protection organization within the area known as the **CITY OF CORNING**; and

WHEREAS, **CDF/COUNTY** maintains and operates a fire protection organization for the purposes of providing protection to State Responsibility Lands which are adjacent or proximate to the area protected by **CORNING**; and

WHEREAS, **CDF/COUNTY** maintains and operates a fire protection organization, pursuant to a contract with the County of Tehama, entered into under the authority of Government Code Section 55606, for the purpose of providing wildland protection in Local Responsibility Areas and life and property protection in State and Local Responsibility Areas adjacent or proximate to the area protected by **CORNING**; and

WHEREAS, Section 13050 of the Health and Safety Code authorized the use of the apparatus, equipment, and fire fighting forces of any public entity for the purpose of providing fire protection or fire fighting services; and

WHEREAS, Section 55632 of the Government Code authorizes the legislative body of the any local agency to contract with any other local agency for furnishing of fire protection to such other local agency; and

WHEREAS, Section 55603 of the Government Code authorizes the Board of Supervisors to contract with any local agency within the County for the performance by the County Fire Warden/Fire Chief of functions for the prevention and suppression of fire; and

WHEREAS, it is the desire of the parties hereto to render automatic/mutual fire fighting when such aid is necessary;

NOW THEREFORE, the parties mutually agree as follows:

1. To furnish fire protection, equipment, materials, and supplies and to render such fire protection services to each others as may be necessary to suppress fire of a magnitude that has developed, or appears likely to develop, beyond the control of a single party and therefore requires the combined forces of the parties hereto.

#### **AUTOMATIC AID**

2. Automatic Aid shall be provided within the limits of the County of Tehama as follows:
  - a. **CDF/COUNTY** will automatically respond within Corning with a rated fire engine for all structure fires and with the appropriate equipment for all other types of fires.

- b. **CORNING** will automatically respond with a rated fire engine to all structure fires and with the appropriate equipment for all other types of fires within **CDF/COUNTY** response areas L-14, L-15, L-17, L-18, L-19, L-20, L-21, L-22, L-23, L-24, L-26, L-27, L-47 and L-48 (see attached map for boundaries of response areas).
- c. Neither party shall be required to deplete its own fire protection resources, personnel, services, and facilities to the detriment of its normal fire protection responsibilities.

### **MUTUAL AID**

- 3. Mutual aid shall be provided within the limits of the County of Tehama as follows:
  - a. **CDF/COUNTY** will respond, upon receiving a mutual aid request from **CORNING**, to all other fire, rescue, or fire department related emergencies within the City of Corning.
  - b. **CORNING** will respond, upon receiving a mutual aid request from **CDF/COUNTY**, to all other fire, rescue or fire department related emergencies within the **CDF/COUNTY** response areas as designated in Item 2.b. of this Agreement.
  - c. **CORNING** will respond, upon receiving a mutual aid request from **CDF/COUNTY**, to structure and or/wildland fires outside those response areas designated in ITEM 2.b. of this Agreement; when under the jurisdiction of **CDF/COUNTY** and within the County of Tehama.

- d. Neither party shall be required to deplete its own fire protection resources, personnel, services, and facilities to the detriment of its own normal fire protection responsibilities.
4. **CDF/COUNTY** response area boundaries shall remain as established in this Agreement. Any changes in said boundaries that effect this Agreement shall require notification of the parties hereto and a re-negotiation of this Agreement if either party so requests.
5. No response to an automatic or 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 part.
6. That any automatic or mutual aid provided under this Agreement is made with the express understanding that the Incident Commander (in whose jurisdiction an incident requiring aid has occurred) shall remain in charge at such incident including the direction of the personnel and equipment provided him through the operation of this Automatic/Mutual Aid Agreement. If, in the opinion of the supporting fire company officer, the supporting company is in danger, he should notify the Incident Commander of the situation and that he is withdrawing the company from the danger area. After leaving said area, he will notify the Incident Commander the company is clear and available to provide further support.
7. Except as may be provided by separate agreement between the parties hereto, the assurance of automatic/mutual aid set forth herein shall constitute the sole consideration for the performance hereof and neither party shall be obligated

to reimburse the other on account of 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 requested assistance herein provided for during the first 24 hour period.

8. There shall be no reimbursement to the responding agency for services provided which is less than 24 hours in duration. Reimbursement may begin with the 25<sup>th</sup> hour after the responding automatic/mutual aid equipment and personnel leaves its assigned base on initial dispatch to attend the incident, and shall end when said equipment and personnel are returned to the assigned base (or such other location as the responsible custodian may designate). Such reimbursement shall be for; the reasonable value of the use of, and repairs and depreciation on, apparatus and equipment, and other expenses reasonably incurred in furnishing fire fighting services including, but not limited to, salary costs. Claims for reimbursement shall be presented as set forth in Health and Safety Code Section 13052.
9. Government Code Section 50925 et seq. (extra-territorial activities of firemen) is incorporated into this agreement and shall apply to all cases of automatic/mutual aid.
10. Unless the parties hereto otherwise expressly agree, and entity is financially responsible only for the torts of its own personnel as provided for by Government Code Section 850.6.
11. This agreement shall commence on the date herein above written, and shall remain in full force and effect unless terminated by one of the parties giving the other party six months notice in writing of such termination.

12. This agreement constitutes the entire understanding of the parties hereto and  
no changes, amendments or alterations shall be effective unless in writing and  
signed by all parties.

CITY OF CORNING

Dated: 2/10/04

By: Gay R. Shack  
Mayor, City of Corning

Dated: 2/10/04

By: Robert P. Pyle  
Fire Chief

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND  
FIRE PROTECTION  
TEHAMA-GLENN UNIT

Dated: 3/8/04

By: Gary Duden  
Asst. Chief

COUNTY OF TEHAMA

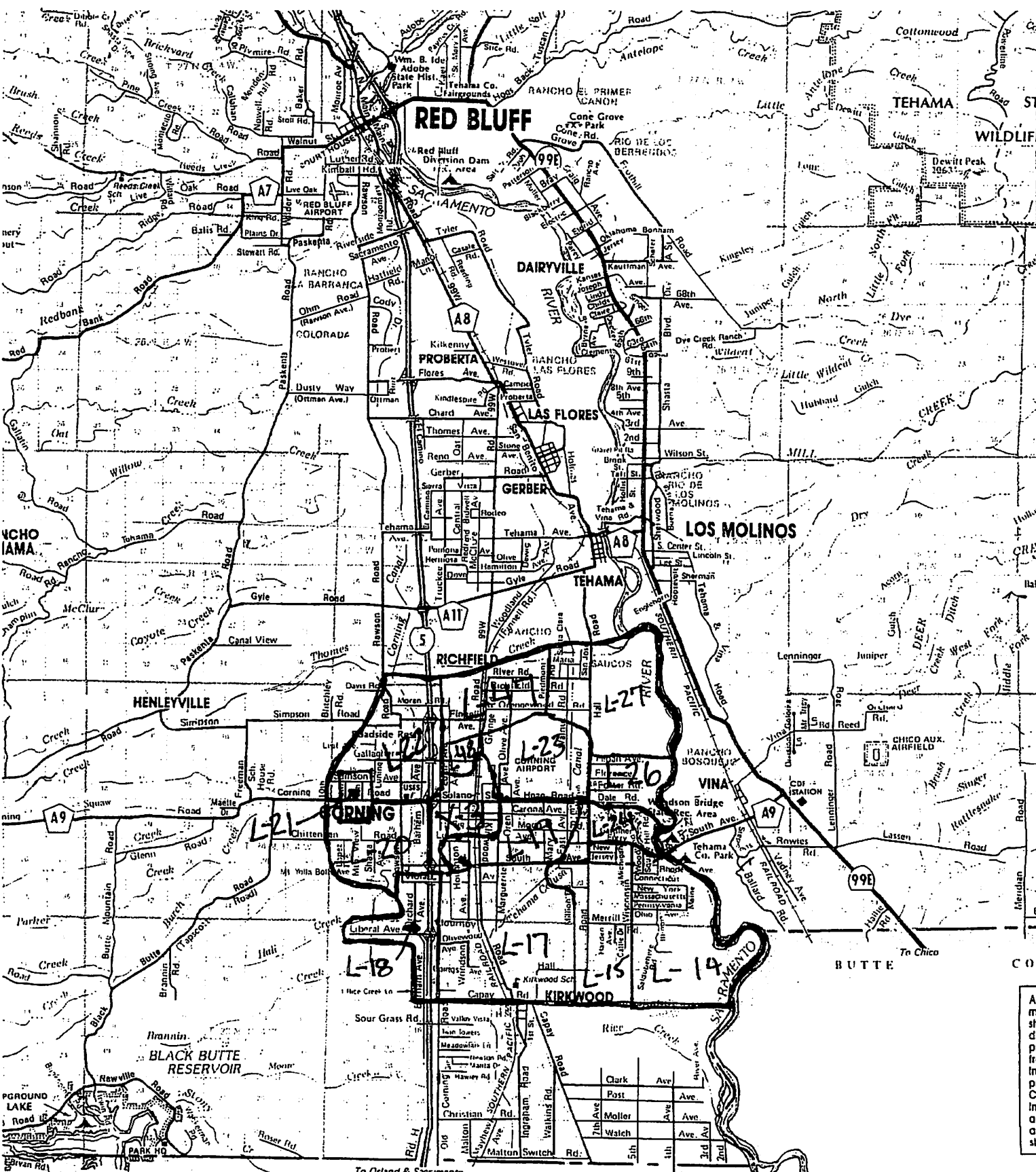
Dated: MAR 16 2004

By: Don McQuinn  
Chairman, Board of Supervisors

Attest: Board Clerk

Dated: MAR 16 2004

Angela L. Field  
Clerk of the Board of Supervisors



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MINUTE ORDER  
BOARD OF SUPERVISORS  
COUNTY OF TEHAMA, STATE OF CALIFORNIA

C O N S E N T      A G E N D A

Noting Supervisor McIver's abstention on Claim No. 370791 of the General Warrant Register due to a conflict of interest, a motion was made by Supervisor McIver, seconded by Supervisor Willard and carried by the unanimous vote of the Board to approve the following items as listed on the Consent Agenda:

12. **AGREEMENT / TEHAMA COUNTY FIRE DEPARTMENT** – With the City of Corning and the State of California, Department of Forestry and Fire Protection for the provision of automatic/mutual fire protection, effective 2/10/04 to remain in effect indefinitely unless terminated by either party  
(2004 Miscellaneous Agreement Book, #55-2004)

STATE OF CALIFORNIA    )  
                                      ) ss  
COUNTY OF TEHAMA    )

I, MARY ALICE GEORGE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 16<sup>th</sup> day of March, 2004.

DATED: March 22, 2004

MARY ALICE GEORGE, County Clerk and  
Ex-officio Clerk of the Board of Supervisors  
of the County of Tehama, State of California

by Angela L. Ford  
Deputy