

**AUTOMATIC / MUTUAL AID AGREEMENT BETWEEN
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, SISKIYOU UNIT
AND SISKIYOU COUNTY SERVICE NO.4 – MOUNT SHASTA VISTA FIRE ZONE OF
INCREASED BENEFIT**

This agreement is entered into between the California Department of Forestry and Fire Protection, Siskiyou Unit, a State of California Resource Agency Department (“CAL FIRE”) and Siskiyou County Service No.4 – Mount Shasta Vista Fire Zone of Increased Benefit (“CSA-4”), collectively, the “Parties” and individually a “Party”, for the purpose of providing Automatic / Mutual Aid to each other.

1. DEFINITIONS

- A. Automatic Aid: “Automatic Aid” is defined as the prearranged, automatic response by mutual aid fire companies utilizing the “Closest Resource” concept. Automatic aid is most used in metropolitan, urban, and suburban areas between two or more fire agencies to a specific location with a specified number of resources.
- B. CAL FIRE: A fire department of the California Natural Resources Agency responsible for wildland fire prevention and suppression in State direct protection areas.
- C. Closest Resource: The closest available unit will be dispatched by the dispatch center without any request for mutual aid. “Closest available unit” can include fire engine, water tender, ladder truck, and rescue truck and/or fire-rescue supervisor. This closest unit response will be referred to as an automatic aid response.
- D. Incident Command System: The Incident Command System (ICS) is a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.
- E. Incident Commander: The first and/or highest qualified official of a jurisdictional agency at the scene of the incident initially establishes Command. The Incident Commander (IC) is responsible for overall management of the incident. It is the IC’s responsibility to prepare the incident objectives that will be the foundation upon which subsequent incident action planning will be based. Incident objectives will be based on the requirements of the agency and the incident. They should be broad, measurable and follow an ordered sequence of events.
- F. Fire Chief: Fire Chief of a county, city, fire protection district, community service district, zone of increased benefit or hose company.
- G. CSA-4: A California zone of increased benefit.
- H. Mutual Aid: “Mutual Aid” is defined as a reciprocal agreement between two or more fire agencies wherein each agrees to assist the other under certain conditions. Providing mutual aid is permissible on the part of the Responding Party, based on its ability at the time the aid is requested. Responding mutual aid forces become subject to the direction of the Fire Chief/Unit Chief of the Requesting Party or to the Incident Commander, if assigned directly to an incident.
- I. Unit Chief: Chief of the CAL FIRE Siskiyou Unit.

2. MUTUAL RESPONSIBILITIES AND RIGHTS

- A. Each Party shall be responsible to ensure that responding personnel are provided protective clothing and equipment as required by California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et. Seq.
- B. Each Party shall be responsible to ensure that the responding equipment and personnel meet the minimum typing standards of the National Wildfire

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- Coordinating Group or personnel meet the qualifications in the California Incident Command Certification System.
- C. Both Parties' fire personnel shall train together at least once annually on standard operating procedures which apply to each Party. See Performance Standards, section 16.
 - D. Both parties agree to accept each other's training qualification standards and all agency personnel will perform only to their level of certification.
 - E. Each Party acknowledges that the timing of the request for mutual aid is critical to the effectiveness of the assistance being requested. Each Party agrees that in order to expedite the response to the request for mutual aid, field officers or dispatch center personnel may make the request for mutual aid as soon and in the most direct manner as possible and that the Requesting Party's designee may be the IC or the officer (or acting officer) on the apparatus responding to the incident. It is agreed by the Parties hereto that mutual aid assistance, when to be sent, shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this agreement.
 - F. If the IC specifically requests a senior officer of the Responding Party to assume command, then the IC shall not, by relinquishing command, be relieved of responsibility for the operation.
 - G. Both Parties' fire apparatus responding to an incident in the legal jurisdiction of the other will perform emergency operations as appropriate, under direction of the IC.
 - H. Except as otherwise provided herein, each Party shall retain the responsibility for administrative work (including fire investigations and dissemination of public information) weed abatement and building inspections in and for their respective jurisdictions.
 - I. The Parties hereto agree to provide to all other Parties to this agreement personnel and equipment as described in Attachment "A" which is incorporated herein by this reference. Notwithstanding anything to the contrary contained in this agreement, each Party's obligations pursuant to this agreement are subject to availability of resources and the commitment of any resource, personnel, equipment or any other firefighting or emergency assistance by a Party subject to the discretion of each Party's Fire Chief/Unit Chief or his or her designee. Further, the Parties hereto recognize and agree that such personnel and equipment shall be periodically unavailable under this agreement due to normal operating requirements. Responding is at the sole discretion of the Parties. The Responding Party's personnel and equipment shall be released from the incident as soon as operationally feasible. However, personnel and equipment shall not leave the incident until released by the Incident Commander. When any significant change occurs to the available equipment and/or personnel which shall last more than thirty (30) days, the Party experiencing such change shall notify the other Party to this agreement in writing.
 - J. Each jurisdiction may maintain both local and regional mutual aid agreements with surrounding jurisdictions to facilitate the move-up and cover of resources as needed.
 - K. Certain specialized types of emergency resources may not be made available subject to the provisions of this agreement, and that such resources may be

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available on a reimbursement basis and at the specific request of the Requesting Party.

- L. Parties will utilize the Yreka Interagency Command Center (YICC) for command, control and as the single ordering point for all emergencies within the County of Siskiyou.
- M. Parties will follow standard operating procedures outlined in SKU ECC Dispatching SOP and Frequency Management procedure document.

3. COMPENSATION

Each Party agrees that it will not seek from the other Party compensation for services rendered under this agreement. Each Party hereto shall all times be responsible to its own employees and volunteers for the payment of wages and other compensation and for carrying workmen's compensation upon said employees and volunteers; and each Party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel, volunteers and equipment are being used within the area of primary responsibility of that Party.

4. TERM OF AGREEMENT

This agreement shall commence as of the last date it has been signed by both Parties and in effect until either Party wishes to terminate the agreement.

5. TERMINATION OF AGREEMENT

- A. If either Party materially fails to perform its responsibilities under this agreement, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the other Party shall have the right to terminate this agreement for cause effective immediately upon the giving written notice thereof.
- B. Either Party may terminate this agreement without cause on 30 days written notice to other Party.
- C. CAL FIRE's right to terminate this agreement may be exercised by the Unit Chief or designee.
- D. CSA-4's right to terminate this agreement may be exercised by the CSA-4's Fire Chief or designee.

6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Parties shall be entitled to no other benefits other than those specified herein. Parties specifically acknowledge that in entering and executing this agreement, Parties rely solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement may be agreed to in writing between both Parties' Fire Chief/Unit Chief, provided that the amendment is in substantially the same format as the CAL FIRE's standard format amendment.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions

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of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of each of the Parties to this agreement, neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other Party. The waiver by Parties of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

8. EMPLOYMENT STATUS OF PARTIES

Each of the Parties to this agreement shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a separate legal entity, or to allow either Party to exercise discretion or control over the professional manner in which the other Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by each of the Parties shall be provided in a manner consistent with the professional standards applicable to such work or services in the state of California. No additional benefits arise due to participation in assistance under this agreement.

9. MUTUAL INDEMNIFICATION

The Parties shall defend, indemnify, and hold harmless each other, their respective elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorneys' fees of a Party and counsel retained by a Party, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by any person employed by either Party, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the respective Party, its officials, officers, employees, agents, or volunteers. There shall be no liability imposed on any Party or its personnel for failure to respond to requests for aid. All damages or repairs to any equipment or apparatus that occur in the normal operation during the provision of aid under this Agreement shall be the responsibility of the owner jurisdiction. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

10. INSURANCE

The Parties either carry commercial insurance or are self-insured public entities. Each Party will maintain General Liability, Property and Workers' Compensation Insurance coverage through its self-insured program. The Parties either carry commercial insurance or are self-insured for Automobile Liability.

11. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

A. If any claim for damages is filed with CSA-4 or if any lawsuit is instituted concerning CSA-4's performance under this agreement and that in any way, directly or indirectly, contingently, or otherwise, affects or might reasonably affect CAL FIRE, CSA-4 shall give prompt and timely notice thereof to CAL FIRE. Notice shall be

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prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. If any claim for damages is filed with CAL FIRE or if any lawsuit is instituted concerning CAL FIRE's performance under this agreement and that in any way, directly or indirectly, contingently, or otherwise, affects or might reasonably affect CSA-4, CAL FIRE shall give prompt and timely notice thereof to CSA-4. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall venue in Siskiyou County.

12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Parties shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Parties shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Parties represent that they are in compliance with and agree that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the California Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

13. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any book, documents, papers, and records of the CSA-4 that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of the CSA-4 or CAL FIRE. Except where longer retention is required by federal or state law, the CSA-4 shall maintain all records for five years. This provision shall survive the termination, expiration, or cancellation of this agreement. CSA-4 and CAL FIRE shall maintain appropriate records to ensure proper documentation pertaining to the work performed or the services provided pursuant to this agreement. Access to these records shall be provided during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement. CSA-4 agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or county audit directly related to the provisions of this agreement.

14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

CSA-4's failure to comply with state and federal child, family, and spousal support reporting requirements regarding CSA-4's employees or failure to implement lawfully

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served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. CSA-4's failure to cure such default within 90 days of notice by CAL FIRE shall be grounds of termination of this agreement.

15. LICENSES AND PERMITS

Parties, their officers, employees, and agents performing the work or services required by this agreement, shall possess, and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Siskiyou, and all other appropriate governmental agencies. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by either Party.

16. PERFORMANCE STANDARDS

Parties shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Parties' services.

17. CONFLICTS OF INTEREST

Parties' officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

18. NOTICES

A. Any notices required or permitted pursuant to the terms and provisions of this agreement shall be in writing and shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing.

If to CAL FIRE: CAL FIRE
 Siskiyou Unit
 P.O. Box 128
 Yreka, CA 96097

If to CSA-4: CSA 4 – Mount Shasta Vista Fire Zone of Increased Benefit
 Attn: Greg Roath
 1809 Fairlane Road
 Yreka, CA 96097

B. Written notice shall be deemed to be effective upon personal delivery, or if sent by first class mail, postage prepaid, two days after the date of mailing.

19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the California Civil Code.

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20. COMPLIANCE WITH POLITICAL REFORM ACT

Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto with regard to any obligation on the part of the Parties to disclose financial interests and to recuse from influencing any Parties' decision which may affect Parties' financial interests. Parties shall comply with the ethics training requirements of California Government Code sections 53234, *et seq.*

21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or county ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

22. USE OF PROPERTY

CSA-4 shall not use CAL FIRE premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of CSA-4's obligations under this agreement. CAL FIRE shall not use CSA-4 premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of CAL FIRE's obligations under this agreement.

SIGNATURE PAGE FOLLOWS

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IN WITNESS, WHEREOF, the Parties have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CAL FIRE

Date: _____

Greg A. Roath
Unit Chief, CAL FIRE Siskiyou

COUNTY SERVICE AREA NO. 4

Date: _____

Michael N. Kobseff
Chair, Siskiyou CSA-4 Board of Directors

Date: _____

Laura Bynum
Clerk, Siskiyou CSA-4 Board of Directors

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ATTACHMENT “A”

1. **RESPONSIBILITIES OF CAL FIRE**

- A. Provide Automatic / Mutual Aid response to all requests for assistance within the area of the County of Siskiyou as depicted in Attachment “B”, attached hereto and incorporated herein, as follows:
 - 1) CAL FIRE may provide one (1) engine and/or one (1) Chief Officer to all emergencies
- B. CAL FIRE will provide dispatch service, while under contract with the County of Siskiyou, for all fire and medical emergencies within the area of the County of Siskiyou as depicted in Attachment “B” through the YICC:
 - 1) All Incidents occurring within the County of Siskiyou will be administered by the YICC as the single ordering point.

2. **RESPONSIBILITIES OF CSA-4**

- A. Provide Automatic / Mutual Aid response to all requests for assistance into the unincorporated area of CAL FIRE Siskiyou as depicted in Attachment “C”, attached hereto and incorporated herein, as follows:
 - 1) CSA-4 will provide one (1) engine and/or water tender to all wildland, debris, illegal campfire, smoke check, and other fires.
- B. CSA-4 will utilize and follow Yreka Interagency Command Center (YICC) standard operating procedures outlined in the SKU ECC Dispatching SOP and Frequency Management procedure document.