

AGREEMENT FOR MUTUAL AID FIRE PROTECTION

THIS AGREEMENT made this 22nd day of February 2023, by and between the State of California, hereinafter called STATE, and Chester Public Utility District and Fire Department, hereinafter called LOCAL AGENCY, through its duly authorized officers.

WITNESSETH:

WHEREAS:

1. Chester Public Utility District and Fire Department maintains and operates a fire protection organization in the area generally known as Chester in the county of Plumas:
2. CAL-FIRE 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 & 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 Lassen, Modoc, and Plumas Counties; 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.
8. Mutual Aid will be reevaluated after two hours from time of dispatch by the fire official in charge and the on-scene agency representative to determine if the incident needs to go into Unified Command, Assistance by hire or to release equipment covered by this agreement.

Addendum #1 if applicable.

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 PROTECT ON

By:
 Signature: _____
 Printed Name: _____
 Title: _____

CHESTER PUBLIC UTILITY DISTRICT AND FIRE
DEPARTMENT

By:
 Signature: _____
 Printed Name: MATTHEW BALZARNI
 Title: CHIEF _____

Agreement for Mutual Fire Protection Aid

Addendum #1

Chester Public Utility District and Fire Department has requested CAL FIRE to provide automatic assistance within the jurisdiction of Local Agency, to those areas within the Local Responsibility Area (LRA) for emergency incidents to which Local Agency provides service. Local Agency understands that response in these areas is not a responsibility of CAL FIRE, and any such responsibilities remain with the Local Agency. CAL FIRE agrees to respond personnel and/or equipment with the LRA of Local Agency jurisdiction to the capability of CAL FIRE personnel and equipment, as deemed available by CAL FIRE, and to the extent that response does not compromise the primary mission of CAL FIRE. Upon arrival of Local Agency personnel at an incident within the jurisdiction of Local Agency at which CAL FIRE has arrived first, command of the incident will be transferred to Local Agency as soon as practical and safe.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

By: _____
Signature: _____
Printed Name: _____
Title: _____

CHESTER PUBLIC UTILITY DISTRICT AND FIRE
DEPARTMENT

By: _____
Signature: _____
Printed Name: MATTHEW BALZARNI
Title: _____