

## MUTUAL AID FIRE FIGHTING ASSISTANCE AGREEMENT

THIS AGREEMENT, including the attached SUPPLEMENTAL PLANS AND PROCEDURES, made and entered into this 2<sup>nd</sup> day of March, 1993 by and between the Ventura County Fire Protection District and Commanding Officer, naval Air Weapons Station, Point Mugu, California.

### WITNESSETH:

**WHEREAS**, each of the parties hereto maintains equipment and personnel for the suppression of fires and response to hazardous materials incidents within its own areas, and

**WHEREAS**, the parties hereto desire to augment the fire protection available in their respective areas, and

**WHEREAS**, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in a fire emergency is deemed feasible, and

**WHEREAS**, it is the policy of the Navy Department and the Ventura county Fire Protection District to conclude such agreements wherever practicable, and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

### THEREFORE BE IT AGREED THAT:

1. The rendering of assistance under the terms of this agreement shall be accomplished in accordance with detailed plans and procedures of operation drawn and agreed to by the technical heads of the fire departments involved.
2. Whenever it is deemed advisable by the senior officer of a fire department belonging to a party to this agreement, or by the senior officer of such fire department actually present at a fire, to request fire fighting assistance under the terms of this agreement, he/she is authorized to do so, and the senior officer on duty of the fire department receiving the request shall forthwith take the following action:

- a. Immediately determine if the requested apparatus and personnel are available to respond to the call.
  - b. In accordance with the terms of this agreement, forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the call should be sent, with instructions as to their mission.
3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting service if assistance cannot be rendered.
4. The parties hereto waive all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.
5. All services performed under this agreement shall be rendered without reimbursement of either party or parties, except that the Ventura County Fire Protection District shall be entitled to seek reimbursement pursuant, to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2210) and Federal regulations issued thereunder (Title 44 of the Code of Federal Regulations Part 151) for all or any part of direct expenses and losses (additional fire fighting costs over above normal operating costs) incurred in fighting fires on property under the jurisdiction of the United States.
6. The senior officer of the fire department of the requesting service shall assume full charge of the operations. However, under procedures agreed to by the technical heads of the fire departments involved, a senior officer of the department furnishing the assistance may assume responsibility for the coordination of the overall operation.
7. The various officers and personnel of the fire departments of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections, drills and training.
8. The rendering of assistance for Airborne assets shall be limited for use in the area served by the Ventura County Fire Protection District. Whenever it is deemed appropriate by senior officers and can be made available by the Air National Guard Wing, the Modular Airborne Fire Fighting System (MAFFS) will be used as training flights. Water will be the only agent used. Use of such aircraft shall follow all guidelines in the National Interagency Fire Center Military Use Handbook 1991 version.

9. This agreement shall become effective upon the date hereof and shall remain in full force and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party with sixty (60) days notice of said cancellation.



IN WITNESS WHEREOF, the parties hereto have executed this agreement at Camarillo, California on the day and year first above written.



*Susan K. Lacey*

CHAIRPERSON, BOARD OF DIRECTORS  
VENTURA COUNTY FIRE PROTECTION DISTRICT

*PJ Vahl*

COMMANDING OFFICER  
NAVAL AIR WEAPONS STATION,  
POINT MUGU, CALIFORNIA