

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

May 22, 1984

On the motion of Supervisor Nestande, duly seconded and carried,
 the following Resolution was adopted:

BE IT RESOLVED this Board does hereby approve the agreement
 between the **County and the Third Marine Aircraft Wing, FMF Pac, MCAS
 El Toro, for heliborne water delivery on wildland fires** and the Clerk
 of the Board is authorized to execute said agreement on behalf of
 this Board.

AYES: SUPERVISORS BRUCE NESTANDE, RALPH B. CLARK, ROGER R. STANTO
 AND HARRIETT M. WIEDER

NOES: SUPERVISORS NONE

ABSENT: SUPERVISORS THOMAS F. RILEY

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ORANGE)

I, LINDA D. ROBERTS, Clerk of the Board of Supervisors of Orange
 County, California, hereby certify that the above and foregoing
 Resolution was duly and regularly adopted by the said Board at a
 regular meeting thereof held on the 22nd day of May
 1984, and passed by a unanimous vote of said Board members prese:

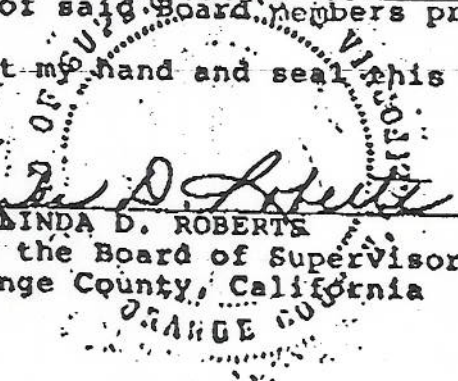
IN WITNESS WHEREOF, I have hereunto set my hand and seal this
22nd day of May, 19 84.

Linda D. Roberts
 LINDA D. ROBERTS
 Clerk of the Board of Supervisors
 of Orange County, California

Resolution No. 84-793
 Heliborne Water Delivery
 Agreem-3rd Marine Aircraft
 Wing, FMF PAC, MCAS, El Toro

OFFICE
 COUNTY COU
 ORANGE COUNT

192-207.1



MARINE ~~THE~~ FIREFIGHTING HELICOPTER
HELIBORNE WATER DELIVERY AGREEMENT

THIS AGREEMENT, made and entered into this 22~~nd~~ day of May, 1994 by and between ORANGE COUNTY, sometimes hereinafter referred to as "County," and the Commanding General, Third Marine Aircraft Wing, FMFPac, MCAS El Toro, CA., sometimes hereinafter referred to as "Marine Corps."

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of wildland fires within its own jurisdiction and areas, and

WHEREAS, the parties hereto desire to enhance the fire protection capabilities in their ^{VARIOUS} ~~various~~ establishments, districts, agencies and municipalities in the event of major fires or conflagrations, and

WHEREAS, it is the policy of the Navy Department and of Orange County and its governing body to conclude such agreement 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 the terms;

THEREFORE BE IT AGREED THAT:

1. The Third Marine Aircraft Wing (3d MAW) will provide support in wildland fire suppression to Orange County in the form of heliborne water and/or retardant delivery.

2. The Orange County Fire Department will assist in training 3d MAW helicopter aircrews in heliborne fire fighting techniques and tactics.

3. Whenever it is deemed necessary by the Orange County Director of Fire Services or his designated representative to request assistance under the terms of this agreement, said request will be made to the (Commanding General, 3d MAW.)

4. The rendering of assistance under the terms of this agreement shall not be mandatory, but the 3d MAW should immediately inform the County Director of Fire Services if, for any reason, assistance cannot be rendered.

5. The Third Marine Aircraft Wing will provide:

a. Personnel, supplies and equipment pertaining directly to helicopter operations (i.e., fuel, crew requirements and ground crew for external operations) shall be provided and funded by the 3d MAW.

6. Orange County will provide:

a. Other requirements for firefighting such as water, retardants and landing zone fire security.

7. County agrees to indemnify and hold harmless Marine Corps, its officers, employees and agents, whether by Court action or otherwise, arising out of the acts or omissions of County or any of its officers, employees, or agents.

8. Marine Corps agrees to indemnify and hold harmless County, its officers, employees and agents, whether by Court action or otherwise, arising out of the acts or omissions of Marine Corps or any of its officers, employees or agents.

9. This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving ten (10) days notice of said cancellation.

10. Written Operational Procedures will be developed cooperatively by both agencies, through County's Director of Fire Services and Marine Corps representative.

UNITED STATES MARINE CORPS

By _____

ATTEST:

By _____
Deputy

APPROVED AS TO FORM:
COMMANDING GENERAL
United States Marine Corp
3 Marine Aircraft Wing, FMF-Pac
Santa Ana, CA 92709

By _____

COUNTY OF ORANGE

Harrett M. Wrede
By _____
Chairman, Board of
Supervisors RES NO. 84

ATTEST:

Signed and Certified that a copy of this Document has been delivered to the Chairman of the Board

By *Lois D. Roberts*
Clerk of the Board of Supervisors,
County of Orange, California

APPROVED AS TO FORM:
ADRIAN KUYPER, COUNTY COUNSEL

By *James J. Palmer*
Deputy 5-7-84