

**AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND
JULIAN CUYAMACA FIRE PROTECTION DISTRICT
FOR COOPERATIVE FIRE PROTECTION AND PREVENTION SERVICES**

County Contract No. _____

This Agreement is entered into by and between the County of San Diego ("COUNTY"), a political subdivision of the State of California with administrative headquarters at 1600 Pacific Highway, San Diego, California 92101, and Julian Cuyamaca Fire Protection District ("DISTRICT"), with headquarters located at 3407 Hwy 79 South, Post Office Box 33, Julian, CA 92036.

RECITALS

WHEREAS, fire protection districts provide fire protection and important health and safety services to the residents and their property in certain unincorporated areas of San Diego County;

WHEREAS, COUNTY, by action of the Board of Supervisors on June 18, 2013, Minute Order No. 4, authorized the Director of Purchasing and Contracting to negotiate new contracts, amend existing contracts, and enter into contracts with fire protection districts to improve fire protection and emergency response services in their areas;

WHEREAS, COUNTY and DISTRICT desire to maximize use of existing resources, create cost containment opportunities, maintain local control, and continue to deliver a high service level of fire and emergency medical services;

WHEREAS, DISTRICT has submitted an application for dissolution to the Local Agency Formation Commission ("LAFCO");

WHEREAS, COUNTY has entered into a Cooperative Agreement for fire protection service with California State Department of Forestry and Fire Protection ("CAL FIRE") to provide fire protection services;

WHEREAS, COUNTY and DISTRICT desire to set forth the terms and conditions on which COUNTY and DISTRICT will share fire protection and prevention resources during the DISTRICT'S dissolution process; and

WHEREAS, the terms and conditions shall be set forth in this Agreement and the accompanying exhibits, by this reference incorporated herein: Exhibit A, Statement of Work, and Exhibit B, Insurance Provisions.

NOW, THEREFORE, the parties agree as follows:

1. PERFORMANCE OF WORK. DISTRICT shall perform the work described in the Statement of Work, attached as Exhibit A to this Agreement, except for any work therein designated to be performed by COUNTY.

1.1. Independent Contractor. DISTRICT is, for all purposes arising out of this Agreement, an independent contractor, and neither DISTRICT nor DISTRICT'S employees shall be deemed to be COUNTY employees. In no event shall DISTRICT or DISTRICT'S employees be entitled to any benefits to which COUNTY employees are entitled,

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including but not limited to, overtime, any retirement benefits, workers' compensation benefits, and injury leave or other leave benefits. DISTRICT shall complete this Agreement according to DISTRICT'S own means and methods of work, which shall be in the exclusive charge and control of DISTRICT and shall not be subject to control or supervision of COUNTY, except as to the purpose for which COUNTY services are used.

2. AVAILABILITY OF SERVICES. COUNTY'S obligation to provide services beyond the current fiscal year is contingent upon the availability of funds. No legal liability on the part of COUNTY shall arise for services beyond June 30 of the calendar year unless funds are designated by COUNTY and made available for such performance.
3. TERMINATION FOR CAUSE. Should DISTRICT breach of this Agreement, COUNTY may terminate this Agreement by giving DISTRICT written notice of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. As of the effective date of termination, COUNTY shall have no obligation to provide any further services to DISTRICT, irrespective of the amount of expenditures made by DISTRICT. In no event shall DISTRICT be entitled to any loss of profits on the portion of this Agreement so terminated, or to any other consequential damages, compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.
4. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement by giving 120 days' written notice to the other party.
5. COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using COUNTY services, DISTRICT shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA).
6. NO ASSIGNMENT. DISTRICT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY.
7. INDEMNITY AND INSURANCE.
 - 7.1. Claims Arising from Sole Acts or Omissions of COUNTY. COUNTY hereby agrees to defend and indemnify DISTRICT, its agents, officers, and employees, from against any and all claims, demands, liability, judgments, awards, fines, liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims") against DISTRICT related to this Agreement arising solely and either directly or indirectly out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, DISTRICT may participate at its own expense in the defense of any Claim, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. DISTRICT shall notify COUNTY promptly of any claim, action, or proceeding and cooperate fully in the defense.
 - 7.2. Claims Arising From Sole Acts or Omissions of DISTRICT. DISTRICT hereby agrees to defend and indemnify COUNTY, its agents, officers, and employees from any and all Claims against COUNTY arising solely and either directly or indirectly out of the acts or omissions of DISTRICT in the performance of the Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such Claims, but such participation shall not relieve DISTRICT of any obligation imposed by this Agreement.

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COUNTY shall notify DISTRICT promptly of any Claim and cooperate fully in the defense.

7.3. Insurance. Prior to execution of this Agreement, DISTRICT must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B, Insurance Requirements, attached hereto.

8. AUDIT AND INSPECTION OF RECORDS. DISTRICT shall maintain such records and make available all records required by COUNTY'S Contract Administrator relative to this Agreement to enable COUNTY to determine whether DISTRICT is using COUNTY services properly. At any time during normal business hours and as often as COUNTY may deem necessary, DISTRICT shall make available for examination to COUNTY all of its records with respect to all matters related to this Agreement and shall permit COUNTY to audit, examine, copy, and make excerpts or transcripts from such records, and audit all invoices, materials, payrolls, records of personnel, and other data regarding all matters related to this Agreement. Unless otherwise specified by COUNTY, DISTRICT'S records shall be made available for examination in San Diego County. DISTRICT shall maintain such records in an accessible location and condition for a period of not less than four years following receipt of COUNTY services under this Agreement unless COUNTY agrees in writing to an earlier disposition. The State of California and any federal agency having an interest in the COUNTY'S use of funds to provide services to DISTRICT shall have the same rights as those conferred on COUNTY by this Agreement.
9. GOVERNING LAW. This Agreement shall be construed and interpreted according to the laws of the State of California.
10. AUDIT COSTS. DISTRICT shall reimburse COUNTY for all costs incurred to investigate and audit DISTRICT'S performance under this Agreement if DISTRICT is subsequently found to have violated the terms of this Agreement. Reimbursement shall include all direct and indirect expenditures to conduct the investigation or audit. COUNTY may deduct all such costs from any amounts not yet paid by DISTRICT under this Agreement.
11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all previous oral or written understandings, representations or agreements related to the subject matter of this Agreement. This Agreement may not be changed except by written amendment signed by both parties.
12. DISPUTES. DISTRICT agrees to meet and resolve any conflict with COUNTY to a satisfactory and mutually acceptable solution.
13. NO WAIVER. No failure, inaction, neglect, or delay by COUNTY in exercising any of its rights under this Agreement shall operate as a waiver, forfeiture, or abandonment of such rights or any other rights under this Agreement.
14. CONTRACT ADMINISTRATION. The DISTRICT Board President shall administer this Agreement on behalf of DISTRICT. COUNTY'S Contracting Officer's Representative ("COR") shall administer this Agreement on behalf of COUNTY. The parties may change their contract administrator by giving prior written notice to the other party of the name and address of the new contract administrator.

COUNTY has designated the following individual as the COR:

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Julie Benner, Administrative Analyst
5510 Overland Ave, Suite 100
San Diego, CA 92123
Tel: office (858) 715-2208
Julie.Benner@sdcounty.ca.gov

15. NOTICE. Any notice required or permitted to be given pursuant to this Agreement shall be personally served by the party giving notice or shall be served by certified mail. Notice shall be sufficient if personally served on or sent by certified mail, postage prepaid, addressed to:

JULIAN CUYAMACA FPD:

Board President
PO Box 33
3407 Hwy 79 South
Julian, CA 92036

COUNTY:

Herman Reddick, Director
San Diego County Fire Authority
5510 Overland Avenue, Suite 250
San Diego, CA 92123
Tel: (858) 974-5999

16. ACKNOWLEDGEMENT OF SERVICES PROVIDED. DISTRICT shall identify COUNTY as the source of services provided under this agreement or, if applicable, one of the sources in any public announcements made regarding DISTRICT'S fire services. Acknowledgement of COUNTY'S role, for example, should be included in publicity materials related to the fire services. In addition, DISTRICT shall apprise COUNTY of any future special events related to DISTRICT'S fire services for which DISTRICT uses County services provided under this Agreement so that COUNTY can determine what, if any, role it should play in the special event.
17. COUNTY EMPLOYEES. DISTRICT shall not hire any COUNTY employee to implement any part of the project for which COUNTY is providing services without the prior written approval of COUNTY.
18. TERM. This Agreement shall be effective as of June 1, 2018 and end on May 30, 2019, unless extended as provided herein.
- 18.1. The County shall have the option to extend this agreement on an annual basis at the same service level, as long as DISTRICT is performing the necessary dissolution steps through LAFCO.
- 18.2. Notwithstanding any other provision of this agreement, the term shall not exceed five years and shall expire upon dissolution of the DISTRICT.
19. PARAGRAPHS THAT SURVIVE TERMINATION. If this Agreement is terminated for any reason pursuant to Paragraphs 3 or 4 or after the Term expires, the Paragraphs 2, 7, 8, 10, and 13 shall survive and remain in effect.

IN WITNESS HEREOF, the parties have executed this Agreement on the date of the last signature below.

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**JULIAN CUYAMACA FIRE
PROTECTION DISTRICT**

By: 
RICK MARINELLI, Fire Chief
Julian Cuyamaca Fire Protection District

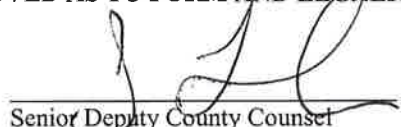
Date May 8th, 2018

COUNTY OF SAN DIEGO

By: 
HERMAN REDDICK, Director
San Diego County Fire Authority

Date MAY 9, 2018

APPROVED AS TO FORM AND LEGALITY

By: 
Senior Deputy County Counsel

Date: 5/9/18

EXHIBIT A
STATEMENT OF WORK

A. DISTRICT'S SERVICES. During the term of this agreement, DISTRICT shall:

1. Fire Protection and Emergency Medical Services:

- 1.1. Allow for "boundary drop" between CSA 135 and DISTRICT to maximize fire and emergency medical service responses within DISTRICT and COUNTY.
- 1.2. Allow COUNTY to utilize DISTRICT resources as part of a closest resource concept while ensuring that DISTRICT remains covered for responses within DISTRICT.
- 1.3. Allow COUNTY resources to provide coverage to DISTRICT under closest resource concept when needed.
- 1.4. Participate in the San Diego County master mutual aid program.
- 1.5. Work under the Incident Command System for all responses by COUNTY/CAL FIRE resources within the DISTRICT.

2. Administrative Services:

- 2.1. Utilize COUNTY Operational Policies, Procedures, and Standards within DISTRICT.
- 2.2. Retain a District Administrator to provide Administrative Management of the District.
- 2.3. Retain administration, oversight and financial responsibility for their facilities, ambulance program and District volunteer firefighters.

3. Fire Prevention Services:

- 3.1. Maintain adoption of COUNTY'S Defensible Space Ordinance 10147 by reference and maintain this agreement with COUNTY for said services.

4. Apparatus Resources:

- 4.1. Ensure all COUNTY-provided equipment and apparatus are in proper working condition and report any problems to COUNTY.
- 4.2. Store all COUNTY-provided apparatus indoors.
- 4.3. Keep exterior and interior of all COUNTY-provided equipment clean and free of debris.
- 4.4. Ensure all drivers assigned and utilizing COUNTY-owned apparatus meet all training and certification requirements of the COUNTY and provide training records upon request the COUNTY or CAL FIRE (as COUNTY'S operational partner).

EXHIBIT A

STATEMENT OF WORK continued

B. COUNTY SERVICES. During the term of this agreement, COUNTY shall:

1. Fire Protection and Emergency Medical Services:

- 1.1. Allow for “boundary drop” between CSA 135 and DISTRICT to maximize fire and emergency medical service responses within DISTRICT and COUNTY.
- 1.2. Allow DISTRICT to utilize COUNTY resources as part of a closest resource concept while ensuring that DISTRICT remains covered for responses within DISTRICT.
- 1.3. Allow DISTRICT resources to provide coverage to CSA 135 under closest resource concept when needed.
- 1.4. Assign a Paramedic Engine, under the terms of its CAL FIRE Schedule A 4142 Agreement, to respond at to provide fire protection and emergency medical services within the DISTRICT.
- 1.5. Provide a Fire Chief and Chief Officer coverage for the DISTRICT.
- 1.6. Continue to provide Dispatch Services to DISTRICT through the CAL FIRE Monte Vista Interagency Command Center.
- 1.7. Provide (as available) Volunteer Reserve Firefighter staffing within the DISTRICT.
- 1.8. Provide all necessary personal protective equipment and worker’s compensation insurance for County volunteer reserve firefighters participating in DISTRICT operations.

2. Administrative Services:

- 2.1. Provide resources as appropriate to allow DISTRICT to utilize San Diego County Fire Authority operational policies, procedures and standards, including, but not limited to, the examples identified in Appendix A.
- 2.2. Transition utility payments for services at DISTRICT Station 56 to COUNTY.

3. Fire Prevention Services:

- 3.1. Conduct residential plan reviews and inspections for the DISTRICT, including automatic residential fire sprinkler system plan review and inspection.
- 3.2. Conduct commercial plan reviews and inspections for the DISTRICT. (Complex fire suppression systems may be reviewed by an outside firm and returned to the COUNTY for approval as per current practices.)
- 3.3. Review all new and existing discretionary projects within the DISTRICT, including site inspections and project meetings associated with the projects.
- 3.4. Review and accept technical reports submitted by an applicant related to any residential, commercial, or discretionary project.
- 3.5. Implement the “Public Nuisance Abatement Procedures” in accordance with County Code Sections 16.201 - 16.218 for any parcel the COUNTY determines is an imminent Fire Hazard.

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EXHIBIT B
INSURANCE

INSURANCE. On or before June 20, 2018, DISTRICT shall submit to COUNTY certificates of insurance and appropriate separate endorsements to the insurance policy, evidencing that DISTRICT has obtained for the period of the Agreement, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A-, VII:

1. An occurrence policy of Commercial General Liability insurance insuring DISTRICT against liability for bodily injury, personal injury or property damage arising out of or in connection with the District performance of work or service under this Agreement of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.

2. Statutory workers' compensation to DISTRICT'S employees, as required by State of California and Employer's Liability, at \$1,000,000 each accident for bodily injury or disease.

3. Comprehensive Automobile Liability covering all owned, non-owned, and hired vehicles for bodily injury and property damage of not less than \$2,000,000 each accident.

4. Professional Liability applies if professional services provided, providing \$1,000,000 per occurrence/\$1,000,000 aggregate.

5. Certificates of insurance provided by DISTRICT must evidence that the insurer providing the policy will give COUNTY 30 days' written notice, at the address shown in the section of the Agreement entitled "Notices," in advance of any cancellation, lapse, reduction, or other adverse change respecting such insurance.

6. General liability and automobile liability policies containing, or endorsed to contain, the following provision:

Any general liability policy provided by Deer Springs Fire Protection District shall contain an additional insured endorsement applying coverage to the State of California CAL FIRE and the officers, agents and employees; and the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

COUNTY shall retain the right to review the coverage form and amount of insurance required herein and may require District to obtain insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County requirements shall be reasonable. County retains the right to demand a certified copy of any insurance policy required herein after 15 days' notice.

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**APPENDIX A
COOPERATIVE SERVICES**

COUNTY will offer DISTRICT access to COUNTY services to provide seamless operations, including, but not limited to, the following:

TRAINING

- a. COUNTY-owned or contracted training facilities.
- b. COUNTY online Training and Records Management System.
- c. COUNTY established training standards, curriculum and lesson plans.
- d. COUNTY master training schedule and participate in multi-company drills.
- e. COUNTY training bureau to monitor annual training requirements and attendance to ensure annual State and Federal training mandates are met.
- f. COUNTY training bureau to ensure that all firefighters are instructed in the same firefighter techniques, evaluate training effectiveness, and periodically review training records for completeness.
- g. Represent DISTRICT at Zone and County training activities and meetings.

EMERGENCY MEDICAL SERVICES (EMS)

- a. COUNTY-established maintenance standards for equipment used to deliver EMS.
- b. COUNTY Quality Assurance Program.

OPERATIONAL STANDARDS and ADMINISTRATIVE SUPPORT

- a. COUNTY Standard Operating Procedures.
- b. COUNTY Standards for fire equipment and tools.
- c. COUNTY support for emergency planning and pre-fire plans.
- d. COUNTY Data Analysis Unit.
- e. COUNTY Geographic Information System (GIS) services.
- f. COUNTY Strategic Planning Bureau.

FLEET SERVICES

- a. COUNTY Fleet Bureau to coordinate maintenance of DISTRICT apparatus.
- b. COUNTY-developed apparatus standards.