

COOPERATIVE FIRE PROTECTION AGREEMENT
Between
COUNTY OF SAN DIEGO
and
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
(CAL FIRE)

This is a COOPERATIVE FIRE PROTECTION AGREEMENT between COUNTY OF SAN DIEGO, hereinafter referred to as COUNTY, and the STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, hereinafter referred to as CAL FIRE.

WHEREAS, COUNTY maintains and operates a fire protection organization in the area generally known as San Diego County; and

WHEREAS, CAL FIRE maintains and operates a fire protection organization for the purpose of providing "basic" protection to the State Responsibility Area lands within, adjacent or proximate to the area protected by COUNTY; and

WHEREAS, 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

WHEREAS, the COUNTY is a signatory of the 'California Disaster and Civil Defense Master Mutual Aid Agreement' and it's annex, the "Agreement for Local Government Fire Suppression Assistance to Forest Agencies" (CFAA); and

WHEREAS, CAL FIRE is empowered to enter individual 'Cooperative Fire Protection Agreements' for the payment of local government resources to assist CAL FIRE as an alternative to the CFAA; and

WHEREAS, the parties hereto desire to effect the purpose of this Agreement pursuant to the provisions of the "Joint Exercise of Power Act: (Government Code Section 6500-6547), and Health and Safety Code Section 13050.

NOW THEREFORE, the parties hereto mutually agree as follows:

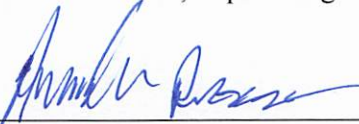
1. To furnish fire protection personnel, equipment, materials, supplies, and to render such fire protection services to each other as may be necessary to suppress fire of a size beyond the control of either party hereto acting without the assistance of the other, and the control of which therefore requires the assistance from the other.
2. Such mutual aid shall be provided within the limits of the agreement, 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. The party which has primary responsibility for fire protection in the area involved will direct all operations and support activities and request such additional assistance as is needed, provided the first arriving unit from either party will take initial action to protect life and property.
5. When either party hereto responds outside its jurisdictional boundaries, the agency with primary responsibility will provide an officer of its Department who will supervise and direct activities and assume responsibility for releasing any fire company from the scene.
6. When either party responds outside its jurisdictional boundaries, that agency will provide an Agency Representative at no cost.
7. When COUNTY fire equipment and or personnel responds to a Forest Agency (USFS, BLM, NPS, BIA and FWS) incident under orders through the CFAA, all reimbursement will be through the CFAA at the agreed rates.
8. When COUNTY fire equipment with authorized or requested personnel responds at the request of CAL FIRE not through the CFAA this will be known as "Assistance by Hire".
9. Specialized COUNTY equipment will require a CAL FIRE Emergency Equipment Rental Agreement (EERA).
10. When COUNTY fire equipment including authorized or requested personnel responds to a State Response Area (SRA) in the County of San Diego on an "Assistance by Hire" request, the first 2 hours will be considered mutual aid. After the initial 2 hours if the responding fire equipment is assigned to the primary task of wildland fire suppression, then payment will be made from time of initial dispatch time.
11. If COUNTY equipment and or personnel are used for structure, vehicle, improvement or harvested or cultivated agriculture crop protection, then no payment will be made as this is the responsibility of the COUNTY.
12. COUNTY fire engines and personnel assigned to cover behind CAL FIRE resources will be paid from time of dispatch.
13. As required in the CFAA, the COUNTY shall be responsible for providing all communications, personnel safety equipment, firefighting tools/equipment and vehicle maintenance/liability.

14. Equipment rates of payment for "Assistance by Hire" will be the same as outlined in the current CFAA Rate Letter for actual hours worked. These hours will not exceed 16 hours while assigned to an incident.
15. Equipment rates while covering a station or Unit will be eligible for reimbursement up to 24 hours per day.
16. Volunteer Reserve rates of payment for "Assistance by Hire" will be the same as outlined in the current Emergency Worker Rates. Personnel will be eligible for reimbursement up to 24 hours per day.
17. Actual County personnel costs, outside of Volunteer Reserves, will be reimbursed utilizing the current OES rates on file as submitted by the County.
18. A CAL FIRE 93 or CAL FIRE FC42 with FC33 documentation will be utilized for reimbursement under "Assistance by Hire" as completed by CAL FIRE.
19. Defense and Indemnity.
 - a) Claims Arising From Sole Acts or Omissions of a Party. Each party to this Agreement hereby agrees to defend, indemnify, and hold harmless the other party to this Agreement, its agents, officers and employees, from any claim, action or proceeding against the other party, arising solely out of its own acts or omissions in the performance of this Agreement. At each party's sole discretion, each party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.
 - b) Claims Arising From Concurrent Acts or Omissions. The parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the parties. In such cases, parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph c. below.
 - c) Joint Defense and Reimbursement and Reallocation. Notwithstanding paragraph b. above, in cases where the parties agree in writing to a joint defense, the parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of parties. Joint defense counsel shall be selected by mutual agreement of parties. The parties further agree that neither party may bind the other to a settlement agreement without the written consent of both parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, the parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

20. Except as may be provided by separate written agreement between the parties, the assurance of mutual aid set forth shall constitute the sole consideration for the performance hereof and neither party shall be obligated to reimburse 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.
21. Nothing contained herein shall be construed as a contract under law or equity for the benefit of any third party, which may be affected by the Agreement.
22. Nothing in this agreement shall preclude either party from exercising its right to seek recovery of costs pursuant to Health and Safety Code section 13009 and 13009.1.
23. CAL FIRE shall provide worker's compensation insurance or protection for its employees while hired as Temporary State Workers under the FC42 process.
24. Nothing contained in the Agreement shall affect any proposed or current mutual aid agreements. This is a furtherance of the "California Disaster and Civil Defense Master Mutual Aid Agreement"
25. Nothing contained in the Agreement shall affect any proposed or current agreements between the County and CAL FIRE.
26. Either party may terminate this Agreement upon ninety (90) days written notice to the other party that year.

APPROVED AS TO FORM AND LEGALITY
DAMON M. BROWN COUNTY COUNSEL
BY: Monica W. Hall, Supervising Deputy County Counsel



Andrew Potter
Clerk of the Board of Supervisors
County of San Diego

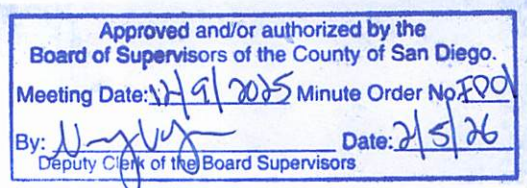
Tony Mecham
San Diego Unit
Department of Forestry & Fire Protection-CAL FIRE

Date: 2/9/26

Date: _____

Attachments:

1. Current CAL OES CFAA Rate Letter



Approved and authorized by the Board of Supervisors of the County of San Diego Meeting Date: <u>10/1/08</u> Minute Order No. <u>1000</u> By: <u>[Signature]</u> Date: <u>10/1/08</u> Deputy Clerk of the Board of Supervisors

[Signature]

County of San Diego
 Board of Supervisors

2/10/20