

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

This Memorandum of Agreement (“MOA”) is made by and among Deer Springs Fire Protection District (“District”), a public entity, and the County of San Diego (“County”) by and through the Public Safety Group’s (“PSG”) San Diego County Fire (“SDCF”), as of the date of last signature. The parties to this MOA may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, District provides fire protection, rescue, emergency medical services (EMS) and other important health and safety services to its constituents;

WHEREAS, SDCF provides fire protection, emergency medical services, rescue, oversight of the Unified Service Area (USA) Ambulance Operating Area and other important health and safety related services to its clients;

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

WHEREAS, SDCF provides direct funding to California Department of Forestry and Fire Protection (CAL FIRE) through the County of San Diego Cooperative Agreement for staffing, as described in Section 2.2.11 of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Administration of MOA:

1.1 Each Party identifies the following individual to serve as the authorized administrative representative for that Party. Any Party may change its administrative representative by notifying the other Party in writing of such change. Any such change shall become effective upon the receipt of such notice by the other Party to this MOA. Notice of the authorized representative should be sent to each Party as follows:

<p><u>PSG- San Diego County Fire</u></p> <p>Angie Kang Administrative Analyst III 5560 Overland Avenue Suite 400, San Diego, CA 92123 (858) 298-0639 Angie.Kang@sdcounty.ca.gov</p>	<p><u>Deer Springs Fire Protection District</u></p> <p>Liz Heaton 8709 Circle R Drive, Escondido, CA 92026 (760) 749-8001 liz@dsfd.sdcocmail.com</p>
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2. Institution Rights and Responsibilities:

2.1 District shall:

- 2.1.1 Maintain a CAL FIRE Schedule A (4142) agreement for three fire stations:
 - 2.1.1.1 Deer Springs Station 1 (East Zone Station 11)

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

2.1.1.2 Deer Springs Station 1 (East Zone Station 12)

2.1.1.3 Deer Springs Station 3 (East Zone Station 13)

2.1.2 Staff as follows:

2.1.2.1 Ensure a minimum of three (3) career CAL FIRE Staff per engine per shift, which is defined as a recurring period, with a specific start time and end time, in which workers perform the tasks that they assigned.

2.1.2.2 Maintain minimum staffing at Deer Springs Station 2 consisting of one (1) Fire Captain, 1 Fire Apparatus Engineer, and 1 Firefighter Paramedic on duty per day.

2.1.2.3 Provide personnel at Deer Springs Station 2 to cross staff County Regional Urban Search and Rescue Apparatuses as part of the Regional Rescue Task Force. These units may be deployed anywhere in San Diego County on Initial Attack and out of County on a Planned need basis.

2.1.2.4 On the condition that excess room in District apparatus exists, allow SDCF reserve firefighters to ride along in District apparatus for training, at no expense to the District and subject to SDCF's indemnification in paragraph 3.2 of this MOU.

2.1.2.5 The District Battalion Chief (Battalion 1) shall work within CAL FIRE's organizational structure to provide management to both District and SDCF.

2.1.3 Agree to an Operational Consolidation between District and SDCF and allow "boundary drop" between SDCF and District to maximize fire, rescue, and emergency medical service responses within the District and SDCF.

2.1.3.1 "Operational Consolidation" is defined in this MOA as both Parties agree to use the same or similar types of apparatus, equipment, and procedures to operate at emergency incidents as one agency.

2.1.3.2 "Boundary Drop" is defined in this MOA as the response of the closest and most appropriate emergency vehicle(s) regardless of jurisdictional boundaries.

2.1.3.3 Allow SDCF to use District resources as part of the closest resource concept while ensuring the District remains covered for response within District.

2.1.3.4 Allow SDCF resources to provide coverage to the District under closest resource concept when needed.

2.1.3.5 Participate with SDCF on Type I and Type III Strike Teams.

2.1.4 Utilize SDCF and EMS Operational Policies, Procedures and Standards within the District.

2.1.5 Allow SDCF or SDCF contracted ambulances to reside at Deer Springs Fire Station 1.

2.2 SDCF shall:

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

- 2.2.1 Agree to an operational consolidation between SDCF and District and allow “boundary drop” between SDCF and District to maximize fire, rescue and emergency medical service responses within the District and County.
 - 2.2.1.1 Allow District to utilize SDCF resources described in this Agreement as part of closest resource concept while ensuring that SDCF remains covered.
 - 2.2.1.2 Allow District resources to provide coverage to SDCF under the closest resource concept.
- 2.2.2 Provide all necessary personal protective equipment and workers’ compensation insurance for SDCF Reserve Firefighters participating in District operations.
- 2.2.3 Provide 911 dispatching services to District at no cost. This includes necessary telecommunications equipment for apparatus including but not limited to personnel and vehicle equipment and software necessary to interface with the Public Safety Answering Point’s Computer Aided Dispatch system. Fixed fire station base station infrastructure, portable radios, and 800 MHz Regional Communications System participation remain the responsibility of the District.
- 2.2.4 Provide medical oversight and support to the District for Basic and Advanced Life Support services to include: Medical Director; Physician for Dangerous Drugs and Devices; EMS Training; EMS Quality Improvement; consumables EMS Supplies; and life support equipment needed to maintain compatibility and interoperability with SDCF when not provided by the District.
- 2.2.5 Utilization of SDCF Reserve Fire Apparatus, as needed. SDCF shall maintain and pay all fleet costs for the Urban Search and Rescue Vehicles located at Deer Springs Station 2.
- 2.2.6 Provide resources as appropriate to allow District to utilize SDCF operational policies, procedures and standards, including, but not limited to, the examples identified in Attachment A.
- 2.2.7 As available, utilization of SDCF funded support services such as:
 - 2.2.7.1 Strategic Planning
 - 2.2.7.2 Geographic Information System Analyst
 - 2.2.7.3 Emergency Medical Services Bureau
 - 2.2.7.4 Training Bureau and Facilities (San Marcos and County Training Centers)
- 2.2.8 Provide Fire Prevention/Community Risk Reduction Services as identified in Attachment B.
- 2.2.9 Provide fuel for the District Fire Chief (Battalion 1) vehicle for one half of each year.
- 2.2.10 When a replacement District Fire Chief (Battalion 1) vehicle is procured, provide a Command Module appropriate for Battalion level Incident Command.
- 2.2.11 Provide direct funding to CAL FIRE for positions listed below.
 - 2.2.11.1 Fiscal Year 2023/2024

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

- 2.2.11.1.1 0.5 Battalion Chief
- 2.2.11.1.2 1.0 Fire Captain
- 2.2.11.1.3 0.5 Fire Apparatus Engineer
- 2.2.11.2 Fiscal Year 2024/2025
 - 2.2.11.2.1 0.5 Battalion Chief
 - 2.2.11.2.2 1.0 Fire Captain
 - 2.2.11.2.3 1.0 Fire Apparatus Engineer
- 2.2.11.3 Fiscal Year 2025/2026
 - 2.2.11.3.1 0.5 Battalion Chief
 - 2.2.11.3.2 1.0 Fire Captain
 - 2.2.11.3.3 1.0 Fire Apparatus Engineer
 - 2.2.11.3.4 0.5 Fire Fighter II Paramedic
- 2.2.11.4 Fiscal Year 2026/2027
 - 2.2.11.4.1 0.5 Battalion Chief
 - 2.2.11.4.2 1.0 Fire Captain
 - 2.2.11.4.3 1.0 Fire Apparatus Engineer
 - 2.2.11.4.4 1.0 Firefighter II Paramedic
- 2.2.11.5 Fiscal Year 2027/2028
 - 2.2.11.5.1 0.5 Battalion Chief
 - 2.2.11.5.2 1.0 Fire Captain
 - 2.2.11.5.3 1.0 Fire Apparatus Engineer
 - 2.2.11.5.4 1.0 Firefighter II Paramedic

3. Indemnity:

- 3.1 County shall not be liable for, and District shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other 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"), related to this MOA or the work covered by this MOA and arising either directly or indirectly from any act, error, omission or negligence of District or its contractors, licensees, agents, servants or employees. District shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 3.2 District shall not be liable for, and County and/or SDCF, shall defend and indemnify District and the employees and agents of District (collectively "District Parties"), against any and all Claims related to this MOA or the work covered by this MOA and arising either directly or indirectly from any act, error, omission or negligence of County and/or SDCF, or its contractors, licensees, agents, servants or employees. County and/or SDCF shall have no obligation, however, to defend or indemnify District Parties from a Claim if it is determined

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of District Parties.

- 3.3 Each Party hereby agrees to defend itself from any Claims arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.
 - 3.4 Notwithstanding the foregoing, where Claims arise out of concurrent acts or omissions of each Party, the Parties may agree in writing to a joint defense. If the Parties so elect to proceed under the terms of this paragraph, the Parties may appoint joint defense counsel to defend the Claim arising out of the concurrent acts or omissions of the Parties. Joint defense counsel shall be selected by mutual agreement of the Parties. The Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 3 (E) of this MOA. The Parties further agree that neither Party may bind the other to a settlement agreement without the written consent of both Parties.
 - 3.5 Notwithstanding the foregoing, where Claims arise out of concurrent acts or omissions of each Party, and where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault principles.
4. **Insurance:** Insurance requirements are contained in Exhibit “A” attached to this MOA and incorporated herein by this reference.
 5. **Conformance with Rules and Regulations:** All Parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, currently and hereinafter enacted, unless performance is excused under the legal doctrines of impossibility and/or impracticability, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All Parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
 6. **Permits and Licenses:** District certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
 7. **Governing Law and Venue:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California. The Parties hereby agree that this MOA is entered into the County of San Diego, and that the proper court for venue purposes is the Superior Court of California for the County of San Diego.
 8. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of the Parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce the provisions of this MOA by third parties is specifically prohibited.
 9. **Amendments to Agreement:** Any Party may propose written amendments to this MOA by providing written notice of such amendments to the other Party in accordance with Paragraph 1.1 of the same. This MOA may only be amended by a written amendment signed by all Parties.

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

10. **Severability**: If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement**: This MOA represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed between them up to, and even contemporaneous with, the full execution of this MOA.
12. **Scope of Agreement**: This MOA only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the Parties, except that the Parties may by written amendment amend the scope of this MOA, in accordance with the other provisions of this MOA.
13. **Counterparts**: This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Authority to Enter Into MOA**: Each Party represents and warrants that it has the legal power, right, and authority to enter into this binding MOA, and does not require the consent of any third-party to enter into this MOA. Furthermore, each Party represents and warrants that the designated signatory of this MOA is the authorized signatory of each Party such that each Party shall be bound by this MOA upon full execution by each Party's designated signatory. Each Party further agrees to indemnify, and hold harmless, the other Party for a breach of this Paragraph 14.
15. **No Waiver**: No failure, inaction, neglect, or delay by a Party 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.
16. **No Assignment**: Based on the nature of this MOA, neither Party shall be entitled to assign, transfer, delegate, or sub-contract any rights, obligations, or interests in this MOA, without the prior written consent of the other Party.
17. **Information Privacy and Security Provisions**: RESERVED
18. **Term**: This MOA shall become effective on the date all Parties have signed this agreement and be in force until June 30, 2028.
19. **Review**: This agreement shall be reviewed annually and at any time CAL FIRE staffing requirements change (i.e. number of hours in work week).
20. **Termination for Convenience**: Either party may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time on 30 days written notice to the other Party, with the written notice to be provided to other Party in accordance with the provisions of Paragraph 1 of this MOA.

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**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

IN WITNESS HEREOF, the Parties have executed this MOA on the date of last signature below.

SAN DIEGO COUNTY FIRE

**DEER SPRINGS
FIRE PROTECTION DISTRICT**

By: Jeff Collins
JEFF COLLINS,
Director, San Diego County Fire

By: [Signature]
BRET A. SEALEY
President, Deer Springs Fire Protection District

Date: 06/20/2023

Date: 06/14/2023

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

EXHIBIT A- INSURANCE REQUIREMENTS

Without limiting District's indemnification obligations to County and within 10 business days from the inception of the full execution of the MOA, District shall submit to County a copy of the policy declaration and endorsement pages along with the certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that the District has obtained for the period of the MOA, 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 or a company of equal financial stability approved in writing by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring District against liability for bodily injury, personal injury or property damage arising out of or in connection with the District's performance of work or service under this MOA of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. County, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the District's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).
- b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County.
- c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.
- d. Professional Errors and Omissions Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. The coverage shall contain contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of District's work pursuant to the MOA.
- e. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - i) The policy retroactive date coincides with or precedes District's commencement of work under the MOA (including subsequent policies purchased as renewals or replacements).
 - ii) District will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the MOA.
 - iii) If insurance is terminated for any reason, District shall purchase an extended reporting provision of at least three years to report claims arising in connection with the MOA.
 - iv) The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- f. Certificates of insurance provided by District must evidence that each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. The MOA/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate Party.

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

- g. For any claims related to this MOA, the District's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 regarding the County; the members of the Board of Supervisors of the County; and the officers, agents, employees, and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it.

If the District maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the District. As a requirement of this MOA, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

The County of San Diego shall retain the right to review the insurance coverage obtained by the District, 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 retains the right to demand a certified copy of any insurance policy required herein after 15 days of written notice, as provided for in Paragraph 1 of the MOA.

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

ATTACHMENT A – COUNTY LIST OF SERVICES

District currently experiences opportunities to cooperate with other fire agencies through its Agreement with CAL FIRE. SDCF will offer District access to SDCF services to provide seamless operations, including, but not limited to, the following:

TRAINING

- a. SDCF owned or contracted training facilities.
- b. SDCF online Training and Records Management System.
- c. SDCF established training standards, curriculum, and lesson plans.
- d. SDCF master training schedule and participate in multi-company drills.
- e. SDCF training bureau to monitor annual training requirements and attendance to ensure annual State and Federal training mandates are met.
- f. SDCF 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 SDCF training activities and meetings.

EMERGENCY MEDICAL SERVICES (EMS)

- a. SDCF established maintenance standards for equipment used to deliver EMS.
- b. SDCF Quality Assurance Program.
- c. SDCF Medical Director.
- d. SDCF Medical Director Dangerous Drugs and Devices Management and Oversight.
- e. SDCF Medical Supplies and Equipment

OPERATIONAL STANDARDS and ADMINISTRATIVE SUPPORT

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

FLEET SERVICES

- a. SDCF Fleet Bureau to provide maintenance technical expertise as necessary for District apparatus.
- b. SDCF developed apparatus standards.

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

**ATTACHMENT B – STATEMENT OF WORK
FOR FIRE PREVENTION SERVICES**

GENERAL:

- The District is recognized as the Fire Authority having jurisdiction for all matters related to this MOA.
- The District Fire Chief will serve as the liaison between SDCF and the District Board of Directors and to assist SDCF staff, as needed, to reasonably implement the scope of work set forth in Attachment B, Statement of Work.
- SDCF will serve as the Fire Marshal for the District and exercise the duties of the Fire Code Official pursuant to section 103.2 of the California Fire Code, related to the scope of work set forth in this Attachment B, Statement of Work for Fire Prevention Services.
- SDCF shall have the general authority and responsibilities per section 104 of the California Fire Code related to the scope of work set forth in Attachment B, Statement of Work.
- SDCF will enforce the San Diego County Consolidated Fire Code (inclusive of the District's amendments, as ratified by the County Board of Supervisors by adoption of an Ordinance creating the San Diego County Consolidated Fire Code) and other applicable and/or relevant local laws and ordinances, as the case may be, in addition to State and national standards in implementing the scope of work set forth in Attachment B, Statement of Work.
- SDCF will provide expert consultation and recommendations to the Fire Chief on matters related to the scope of work set forth in Attachment B, Statement of Work (for example, SDCF will ensure coordination with the District when proposed land divisions, major use permits or projects that involve alternative methods of compliance are proposed within the District.)
- The District's Fire Chief, in consultation with the District's Board of Directors, will provide input to SDCF Fire Marshal's Office on matters related to the scope of work set forth in Attachment B, Statement of Work to ensure that the District's operational needs are met and that any proposed mitigation measures are satisfactory.
- SDCF will provide periodic updates/reports as requested by the Fire Chief related to the ongoing implementation of the scope of work set forth in Exhibit B, Statement of Work. (This may include monthly, quarterly and/or annual reports at the Fire Chief's discretion.)
- SDCF shall provide expert advice and assistance, as necessary in response to citizen inquiries or requests related to the scope of work set forth in Attachment B, Statement of Work.

PLAN REVIEW/INSPECTION/DISCRETIONARY PROJECT REVIEW:

- SDCF shall perform all fire prevention-related functions associated with or related to new residential plan review and inspection requests submitted during the term of this MOA, including plan review and inspection of residential automatic fire sprinkler systems for the District in accordance with the San Diego County Consolidated Fire Code.
- SDCF shall perform all fire prevention-related functions associated with, or related to, new commercial plan review and inspection requests submitted during the term of this MOA, including plan review and

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

inspection of commercial fire sprinkler, alarm and detection systems, and specialized fire suppression systems for the District in accordance with the San Diego County Consolidated Fire Code.

- SDCF shall review and provide comments and perform all fire prevention-related functions associated with or related to all new discretionary project permit review requests submitted during the term of this MOA, including the review of technical reports, all site inspections, and project meetings associated with the project for the District.
- The District Fire Chief will assist SDCF staff as requested in representing the District on matters related to this MOA to ensure that the tasks identified in the scope of work set forth in Attachment B, Statement of Work, can reasonably be accomplished.
- SDCF shall assess, collect and retain fees, based on the San Diego County Fire Protection District fee schedule, related to services provided in the scope of work set forth in Attachment B, Statement of Work throughout the term of this MOA.
- SDCF shall ensure that all State-mandated fire inspections are completed in accordance with the California Fire Code. The following occupancies shall be inspected annually:
 - o Group E Occupancies
 - o Groups R-1 and R-2 Occupancies
 - o Group I-3 Occupancies
 - o High-rise Buildings (75 ft. and above)
- SDCF shall ensure that the following inspections are completed in accordance with the California Fire Code:
 - o California State Licensing inspections (for example: R3.1, R2.1, R4 occupancies).
 - o San Diego County Sheriff Licensing inspections (for example: Public Display of Aerial Pyrotechnics, Explosive Storage Permits).
 - o Special Events for which a Permit is required by the County (including associated plan review)
 - o Group A Occupancies
 - o Group I (Institutional) Occupancies
 - o Group H (H87.81'd) Occupancies
- The District shall ensure that the following inspections are completed in accordance with the California Fire Code:
 - o Group B Occupancies
 - o Group S Occupancies

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

- o Group M Occupancies
- The District shall provide and maintain a current list of occupancies identified in the scope of work set forth in Attachment B, Statement of Work to SDCF.
- The District shall establish and/or maintain an Engine Company Business Inspection Program throughout the term of this MOA.
- SDCF shall provide reasonable technical support for the District engine company inspection program on an as-needed basis.
- The District shall, upon request, provide Engine Company based or other District personnel to provide reasonable support to assist in implementing the scope of work set forth in Exhibit B, Statement of Work.
- SDCF shall provide all administrative support to ensure that the items identified in the scope of work set forth in Attachment B, Statement of Work of this MOA can reasonably be accomplished, including vehicles, fuel, insurance, office space, computers, phones, forms, and related office supplies.

DEFENSIBLE SPACE:

- The District shall adopt by reference through enactment of its own district ordinance Chapter 4 of Division 8 of Title 6 of the San Diego County Code of Regulatory Ordinances ("County Code"), beginning at Section 68.401 of the County Code, and the provisions of this Defensible Space section of the Scope of Work shall not become effective until the District has adopted such ordinance and such ordinance has taken effect.
- The District shall establish and/or maintain an Engine Company-based Defensible Space Inspection Program.
- The District shall provide personnel to testify at legal proceedings related to forced abatements as requested by SDCF.
- SDCF shall have authority to enforce SDCF ordinance with regard to all vegetation/fire hazard reduction non-compliant properties within the District, including:
 - o Forced abatement.
 - o Filing pending liens.
 - o Obtaining inspection warrants, if required.
 - o Determining legal property ownership and identify entities with financial interest in the subject property.
 - o Posting and mailing of Notice and Orders to abate with proof of service.
 - o Processing of appeals.

**MEMORANDUM OF AGREEMENT BETWEEN
DEER SPRINGS FIRE PROTECTION DISTRICT AND COUNTY OF SAN DIEGO, PUBLIC
SAFETY GROUP, SAN DIEGO COUNTY FIRE**

- o Hiring/paying of vendors to perform abatements.
- o Conducting Cost Hearing and all billing and collection for abatement costs.
- o Placement and release liens on subject property.