

COOPERATIVE AGREEMENT BETWEEN THE  
CITY OF MURRIETA AND THE CITY OF CORONA  
FOR HAZARDOUS MATERIALS RESPONSES

**1. PARTIES AND DATE.**

This Cooperative Agreement, made and entered into this 1<sup>st</sup> day of September, 2025 ("Effective Date"), is by and between the City of Murrieta, a municipal corporation ("Murrieta"), and the City of Corona, a municipal corporation, ("Corona"). Murrieta and Corona are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**2. RECITALS.**

**WHEREAS**, the City of Corona Fire Department ("CFD") maintains a Hazardous Materials Response Team ("Hazmat Team") that serves Corona and surrounding communities;

**WHEREAS**, the CFD Hazmat Team is Type II State Certified, created to identify and respond to incidents involving various types of hazardous materials through the use of specialized equipment and trained personnel;

**WHEREAS**, the City of Murrieta Fire Department ("MFD") does not maintain a Hazmat Team;

**WHEREAS**, it is in the public interest that a cooperative agreement between the MFD and CFD occur through cooperative assistance for incidents of hazardous materials within MFD's jurisdiction;

**WHEREAS**, the Parties acknowledge and agree that CFD's response to a request for assistance may be delayed or denied pending an existing emergency or other demand on its equipment or personnel within CFD's jurisdiction;

**WHEREAS**, the Parties are authorized to enter into this Cooperative Agreement pursuant to California Government Code Section 55632; and

**WHEREAS**, the Parties value intergovernmental relationships and continuously seek to improve response and recovery capabilities following incidents of hazardous materials.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein set forth, the Parties agree as follows:

**3. TERMS.**

3.1 Hazardous Materials Response. When requested by MFD, the CFD Hazmat Team shall respond with appropriate personnel and equipment to provide assistance with hazardous materials incidents within MFD's jurisdiction, provided that such assistance does not interfere with the CFD Hazmat Team's responsibility and ability to respond to emergencies of any type and hazardous materials within the CFD's jurisdiction.

3.2 Limitations on Response. CFD's obligations hereunder shall be expressly contingent upon its staffing and equipment availability, as well as existing fire conditions in the jurisdictional areas of Corona, as determined by Corona in its sole and absolute discretion. CFD's response within the jurisdictional limits of Murrieta may not interfere with CFD's responsibility or ability to respond to emergencies or other calls within its own jurisdictional area. CFD shall endeavor to notify MFD in advance when it knows that its equipment or personnel will not be available to respond within the jurisdictional limits of MFD.

3.3 Dispatch and On-Scene Services. Each Party shall be responsible for providing, or contracting for the provision of, dispatch services for its own equipment and personnel for all incidents to which it responds under this Agreement. MFD shall direct all incident scene operations and support activities, and shall request any additional assistance from CFD when needed.

3.4 Voluntary Assistance. The operation and implementation of this Cooperative Agreement is voluntary only and shall not create a duty to respond on the part of CFD. CFD shall not be held liable for failing to provide assistance or for the termination of assistance under this Cooperative Agreement.

3.5 Policies and Procedures. The specific details of the services to be provided by CFD under this Cooperative Agreement, as well as the general operational policies and procedures, which may be necessary to effectuate this Cooperative Agreement, shall be as determined by the CFD and MFD Fire Chiefs, or their designees. The Fire Chiefs of the MFD and CFD, or their designees, shall meet annually to discuss and revise, as necessary, such operational policies and procedures under this Cooperative Agreement. Each Party agrees to work closely with each other in the performance of this Cooperative Agreement, to be available to each other at all reasonable times and to take all further actions necessary and reasonable to implement the full intent of this Cooperative Agreement.

3.6 Insurance.

3.6.1 Workers' Compensation. Corona and Murrieta shall each maintain Workers' Compensation Insurance or self-insurance for their own employees without cost to the other Party. In the event that an employee of either Party pursues a workers' compensation claim for an incident which occurred while responding in the jurisdictional limits of MFD pursuant to this Cooperative Agreement, the Parties understand, acknowledge and agree that the Party employing such employee shall be responsible

and liable to process, defend and/or pay the claim as necessary. Each Party shall defend, indemnify and hold harmless, pursuant to Section 3.10 below, the other Party with respect to workers' compensation claims filed by their own employees.

3.6.2 Additional Insurance. Each Party shall provide its own insurance or self-insurance for its own apparatus, equipment and employees, including general liability insurance and automobile insurance.

3.7 Independent Contractor Status. Corona and Murrieta shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Cooperative Agreement, as well as that which may be required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose. Each Party shall be responsible for their respective costs incurred from operating, maintaining, and repairing the equipment used and any related performance under this Cooperative Agreement.

3.8 Representatives. Corona and Murrieta hereby designate their respective Fire Chiefs, or their designees, to act as their representatives for the performance of this Cooperative Agreement. Each representative shall have the power to act on behalf of their respective Party for all purposes under this Cooperative Agreement.

3.9 Compensation. No payment shall be made to CFD as compensation for assistance provided under this Cooperative Agreement for the first six (6) hours, commencing at the time of initial dispatch, of CFD Hazmat Team's response time to a hazardous materials incident in MFD's jurisdiction. If CFD's Hazmat Team provides over six (6) hours of assistance to a hazardous materials incident in MFD's jurisdiction, then the request shall revert to assistance-by-hire (ABH) from the time of initial dispatch at the annual adopted rate per hour of CFD's Hazmat Team plus disposable supplies and materials used during the response.

3.10 Indemnification. Pursuant to California Government Code Section 895 et seq., each Party agrees to defend, indemnify, and hold harmless the other Party, their elected officials, employees, contractors, volunteers and agents from any claims, demands, causes of action, costs, expenses, losses, damages, injuries and liabilities, including wrongful death and attorney's fees, arising from each Party's performance of this Cooperative Agreement, except to the extent such liability is caused by the negligence or willful misconduct of the other Party.

3.11 Entire Agreement. This Cooperative Agreement and any other documents incorporated herein by specific reference set forth the entire and integrated agreement between the Parties. This Cooperative Agreement supersedes all prior oral and written

negotiations, representations, agreements, and dealings.

3.12 Amendments. This Cooperative Agreement shall not be amended nor modified, except by the written consent of both Parties. No provision or breach hereof shall be waived, except by the written consent of both Parties.

3.13 Assignment. Neither Party shall transfer, assign, or convey this Cooperative Agreement or any duties or obligations under this Cooperative Agreement without the prior written consent of the other Party.

3.14 Third Party Rights. The Parties do not intend to create rights in or grant remedies to any third party as a beneficiary to this Cooperative Agreement, or as a result of any duty, covenant, obligation, or undertaking established herein.

3.15 Governing Law. This Cooperative Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California. Any action relating to this Agreement, whether in law or equity, shall be filed in the Superior Court of Riverside County.

3.16 Counterparts. This Cooperative Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall constitute one and the same instrument.

3.17 Authority to Enter Agreement. The person or persons executing this Cooperative Agreement on behalf of each Party warrants and represents that he/she has the authority to execute and deliver this Cooperative Agreement on behalf of said Party and has the authority to bind the said Party to the provisions of this Cooperative Agreement. This Cooperative Agreement shall be binding upon heirs, executors, administrators, successors, and assigned of Parties.

3.18 Term. This Cooperative Agreement shall commence upon the Effective Date and shall continue for three (3) years, unless terminated by either Party by giving thirty (30) days' notice, in writing, to the other Party.

3.19 Notices. Any notice permitted or required to be provided pursuant to this Cooperative Agreement shall be sent to the following address, or such other address as each Party may provide in writing for this purpose:

MURRIETA

Attn: Fire Chief  
41825 Juniper Street  
Murrieta, CA. 92562  
[bmolloy@murrietaca.gov](mailto:bmolloy@murrietaca.gov)

CORONA

Attn: Fire Chief  
735 Public Safety Way, St. 201  
Corona, CA 92882  
[brian.young@coronaca.gov](mailto:brian.young@coronaca.gov)

3.20 Attorneys Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Cooperative Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Cooperative Agreement on the date and year first-above written.

**MURRIETA: CITY OF MURRIETA**

**CORONA: CITY OF CORONA**

\_\_\_\_\_  
Justin Clifton, City Manager

\_\_\_\_\_  
Brian Young, Fire Chief

ATTEST:

\_\_\_\_\_  
Cristal McDonald, City Clerk

\_\_\_\_\_  
Sylvia Edwards, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany Israel, City Attorney

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Dean Derleth, City Attorney