

**AUTOMATIC AID AGREEMENT  
FOR EXCHANGE OF FIRE, RESCUE, AND  
EMERGENCY MEDICAL SERVICES  
BETWEEN THE  
CITY OF FULLERTON AND THE CITY OF PLACENTIA**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF PLACENTIA, a municipal corporation in the County of Orange, hereinafter referred to as "PLACENTIA", and the CITY OF FULLERTON, a municipal corporation in the County of Orange, hereinafter referred to as "FULLERTON".

WHEREAS, PLACENTIA and FULLERTON provide fire, rescue and emergency medical services within their respective jurisdictions; and

WHEREAS, PLACENTIA and FULLERTON have found it to be of mutual benefit if the services of each fire department are in some circumstances extended outside of the limits of each jurisdiction into the boundaries of the other; and

WHEREAS, the Parties hereto desire to enter into a mutual response pact, wherein, in some circumstances, one Party will respond to a fire, rescue or emergency medical incident occurring within the jurisdictional limits of the other Party.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the Parties hereby agree as follows:

1. The specific details of the service to be provided under this Agreement and the general operational policies, including, but not limited to, response areas and types of equipment, dispatch and communications, incident reporting, training, operational command, and evaluation of effectiveness shall be determined by the PLACENTIA Fire Chief or designee and the FULLERTON Fire Chief or designee in a Memorandum of Understanding ("MOU"). The MOU shall be executed, and from time to time, by the Fullerton City Manager and the Placentia City Administrator.

2. Each Party shall, at its own expense, develop and provide for the necessary cross-connections of its communication system with the communication system of the other.

3. Each Party shall, at its own expense, provide to the other Party a predetermined grid mapping system designating the response area for its areas included in this Agreement.

4. There will be no patient charges by FULLERTON when a Fullerton Paramedic Engine responds into the City of Placentia jurisdictional area. There will be no patient charges by PLACENTIA when a Lynch Placentia Unit responds into the City of Fullerton jurisdictional area.

Applicable emergency ambulance transport charges to patients in either jurisdictional area may still apply.

5. Responsibility for responding to requests for emergency ambulance transport service shall continue to rest with the fire agency of the jurisdiction in which the emergency occurs.

6. The services provided by each Party pursuant to this Agreement shall be provided at no cost to the other Party. In the event an emergency is declared, this Agreement shall not constitute a waiver of the rights of the respective parties to claim state and/or federal reimbursement.

7. The PLACENTIA Fire Chief and FULLERTON Fire Chief or their designees shall determine and agree upon the capabilities of each Party to respond to incidents requiring special equipment.

8. The Parties understand and agree that the responding Party's response to a request for aid shall depend upon any existing emergency conditions within its own jurisdiction and the availability of its resources.

9. For purposes of liaison and the administration of this Agreement, the PLACENTIA Fire Chief and the FULLERTON Fire Chief are designated as the representatives of the respective parties to this Agreement, and they shall be jointly responsible for administration of this Agreement.

10. This Agreement shall become operational and effective upon execution by both Parties. The Agreement shall remain in effect until termination by either party. It is further agreed that either Party may terminate the Agreement at any time without cause by giving written notice to the other Party at least sixty days (60) prior to the date of termination.

11. Upon deployment of resources related to this Agreement, a utilization report will be provided every ninety (90) days to evaluate the effectiveness of this Agreement. This report will provide call volume per unit, response times per unit, and time assigned per unit. Each party will furnish this report to the other providing the data to make changes as necessary.

12. The Parties agree that the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by any person or entity not a Party to this Agreement. By entering into this Agreement, neither Party waives any of the immunities provided under state or federal law.

13. Notwithstanding the provisions of Government Code 895.2, each Party shall defend, indemnify, and hold harmless the other Party and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Neither Party assumes liability for the acts or omissions of persons other than each Party's respective officers, agents or employees. By entering this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

14. Amendments to this Agreement shall be approved by the Governing Body of PLACENTIA and the Governing Body of FULLERTON.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

CITY OF PLACENTIA

\_\_\_\_\_  
DAMIEN R. ARRULA  
Placentia City Administrator

Date: \_\_\_\_\_

CITY OF FULLERTON

\_\_\_\_\_  
KENNETH A. DOMER  
Fullerton City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk and ex-officio Clerk of the City of Placentia

Date: \_\_\_\_\_

\_\_\_\_\_  
LUCINDA WILLIAMS  
Fullerton City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CHRISITAN L. BETTENHAUSEN  
Placentia City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
RICHARD JONES  
Fullerton City Attorney

Date: \_\_\_\_\_

**DEPARTMENTAL APPROVAL:**

\_\_\_\_\_  
J. PONO VAN GIESON  
Fire Chief  
City of Placentia

Date: \_\_\_\_\_

\_\_\_\_\_  
ADAM LOESER  
Fire Chief  
City of Fullerton

Date: \_\_\_\_\_