

**AUTOMATIC AID AGREEMENT
FOR EXCHANGE OF FIRE, RESCUE, AND
EMERGENCY MEDICAL SERVICES**

**BETWEEN THE
CITY OF FULLERTON AND THE CITY OF PLACENTIA**

THIS AUTOMATIC AID AGREEMENT, (Agreement) made and entered into this 1st day of July 2020 by and between the CITY OF FULLERTON, a municipal corporation in the County of Orange, hereinafter referred to as "FULLERTON", and the CITY OF PLACENTIA, a municipal corporation in the County of Orange, hereinafter referred to as "PLACENTIA".

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

WHEREAS, FULLERTON and PLACENTIA 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 FULLERTON Fire Chief or designee and the PLACENTIA Fire Chief or designee in a Memorandum of Understanding ("MOU"). The MOU shall be executed 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. 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. Applicable emergency ambulance transport charges to patients in either jurisdictional area may still apply.

5. 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 respective parties to claim state and/or federal reimbursement.

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

7. For purposes of liaison and the administration of this Agreement, the FULLERTON Fire Chief and the PLACENTIA 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.

8. 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.

9. 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.

10. 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.

11. 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.

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

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: 06/25/20


J. PONO VAN GIESON
Fire Chief
City of Placentia

Date: 6/25/2020

APPROVED AS TO FORM:


CHRISITAN L. BETTENHAUSEN
Placentia City Attorney

Date: 6/25/2020

ATTEST:

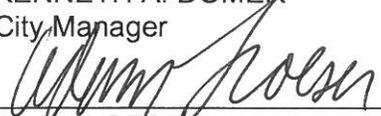

City Clerk and ex-officio Clerk of the City of Placentia

Date: 6/25/2020

CITY OF FULLERTON


KENNETH A. DOMER
City Manager

Date: 6-29-2020


ADAM LOESER
Fire Chief

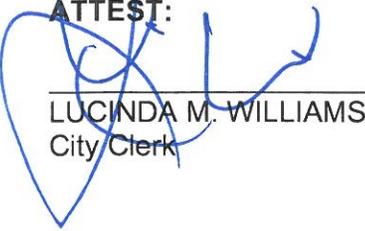
Date: 6/29/2020

APPROVED AS TO FORM:


RICHARD D. JONES
City Attorney

Date: 6-29-20

ATTEST:


LUCINDA M. WILLIAMS
City Clerk

Date: 6-30-20