

**AUTOMATIC AID
AGREEMENT FOR EXCHANGE OF
FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES
BETWEEN THE ORANGE COUNTY FIRE AUTHORITY
AND THE CITY OF LONG BEACH**

29742

THIS AGREEMENT, is made and entered into on June 22, 2006 by and between the ORANGE COUNTY FIRE AUTHORITY, a public entity, hereinafter referred to as "AUTHORITY", and the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY".

WHEREAS, AUTHORITY and CITY provide fire, rescue and emergency medical services within their respective jurisdictions; and

WHEREAS, AUTHORITY and CITY 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, operational command, incident reports, dispatch and communications, training, and response maps and preplans, and evaluation of effectiveness shall be determined by the AUTHORITY Fire Chief and the CITY Fire Chief in a Memorandum of Understanding ("MOU"). Operational components of the MOU may be amended by the mutual written agreement of the AUTHORITY Fire Chief and the CITY Fire Chief.

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 service shall continue to rest with the fire agency of the jurisdiction in which the emergency occurs.

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

6. The AUTHORITY Fire Chief and CITY Fire Chief or their designated representatives shall determine and agree upon the capabilities of each party to respond to incidents requiring special equipment.

7. 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.

8. For purposes of liaison and the administration of this AGREEMENT, the AUTHORITY Fire Chief and the CITY 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.

9. This AGREEMENT shall become operational and effective upon execution by both parties. This AGREEMENT shall remain in effect until termination by either party. It is further agreed that either party may terminate this AGREEMENT at any time by giving written notice to the other party at least sixty days (60) prior to the date of termination.

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 the AUTHORITY and the Governing Body of the CITY.

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

CITY OF LONG BEACH

ORANGE COUNTY FIRE AUTHORITY

Dated: 4/7/06

Dated: 6/27

By: [Signature]

By: [Signature]

Gerald Miller, City Manager

Chip Prather, Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dated: 4/4/06

Dated: 6-22-06

By: [Signature]

By: [Signature]

City Attorney

Authority Counsel

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

[Signature]
Nancy Swanson, Clerk of the Authority
Orange County Fire Authority