

PARTICIPATION AGREEMENT
BETWEEN THE CITY OF LONG BEACH FIRE DEPARTMENT
AND
CITY OF MONTEBELLO FIRE DEPARTMENT

29751

This Agreement is dated for reference purposes as of August 23, 2005 and is entered into by and between the City of Long Beach Fire Department (LBFD) and the City of Montebello Fire Department (MFD).

WHEREAS the LBFD's Urban Search and Rescue team is an approved heavy rescue unit as certified by the Office of Emergency Service (OES); and

WHEREAS the LBFD Heavy Rescue program determines and implements the tactics and operations for locating, providing medical stabilization and treatment and extraction of entrapped victims encountered in man-made or natural disasters; and

WHEREAS as an integral part of MFD, a Search Team consisting of canine handlers and their search dogs may be activated as part of a city-wide response to disasters or other such incidents within the City of Long Beach and the State of California; and

WHEREAS the Search Team is comprised of members of the MFD; and

WHEREAS said canine handlers and their dogs receive training in addition to their firefighting duties to locate and identify the position of trapped victims of man-made or natural disasters; and

WHEREAS training of MFD canine handlers and their dogs and participation of MFD canine handlers and their dogs in local and State activations serves a public purpose of both the City of Long Beach, and the MFD by enhancing the expertise MFD canine handlers and their dogs bring to search and rescue operations within the City of Long Beach and the State of California; and

WHEREAS the parties seek to enable the LBFD to provide qualified technical rescue services; and

WHEREAS the parties also seek to delineate responsibilities for a cooperative agreement between the LBFD and the MFD.

NOW THEREFORE, in consideration of these foregoing recitals and the promises, covenants and conditions set forth herein below, the parties agree as follows:

1. The LBFD shall:
 - A. Provide the support necessary for the canine handlers and dogs to perform search missions.
2. The MFD shall:

- A. Provide identified canine handlers and their dogs for LBFD activations upon determination by the MFD Fire Chief or his designee that said canine handlers and their dogs
 - 1. Are not needed by the City of Montebello during the applicable time period, and
 - 2. Are properly trained and equipped to respond to the activation.
- 3. The parties understand and agree that no payment will be made from one party to the other in connection with this Agreement.
- 4. This Agreement shall be ongoing until either party gives written notice of termination to the other. Termination may be made at any time, for any reason and shall become effective ninety (90) days after the written notice of termination is deposited in the mail addressed to the other party.
- 5. This Agreement may be modified or amended only upon the written agreement of both parties and all amendments shall be attached to the Agreement.
- 6.
 - A. Nothing herein contained shall be interpreted as creating the relationship of employer and employee, or principal and agent, between LBFD and MFD or any of MFD's agents or employees. MFD shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of MFD's agents and employees hereunder. MFD and its agents and employees shall not be entitled to any rights or privileges of LBFD employees and shall not be considered in any manner to be LBFD employees.
 - B. Nothing herein contained shall be interpreted as creating the relationship of employer and employee, or principal and agent, between MFD and LBFD or any of LBFD agents or employees. LBFD shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of LBFD agents and employees hereunder. LBFD and its agents and employees shall not be entitled to any rights or privileges of MFD employees and shall not be considered in any manner to be MFD employees.
- 7.
 - A. MFD and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of LBFD or, any of its officers, agents, employees, subcontractors or independent contractors or for any dangerous or defective condition of any property or equipment belonging to or provided by the LBFD. The LBFD shall indemnify, defend and save harmless the MFD, and its officers, agents, and employees from any and all claims, liabilities or losses whatsoever based or asserted upon any act or omission of LBFD's officers, agents, employees subcontractors or independent contractors related to this Agreement or, upon any dangerous or defective condition

of any property or equipment belonging to or provided by LBFD, for property damage, bodily injury or death or any other element of damage of any kind or nature, and LBFD shall defend at its expense, including attorney's fees, MFD and its officers, agents, and employees in any legal action or claim of any kind based upon such alleged acts or omissions or conditions of such property or equipment.

- B. LBFD and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of the MFD or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any property or equipment belonging to or provided by the MFD. The MFD shall indemnify, defend and save harmless the LBFD and its officers, agents, and employees from any and all claims, liabilities or losses whatsoever based or asserted upon any act or omission of the MFD or its officers, agents, employees, subcontractors or independent contractors related to this Agreement or upon any dangerous or defective condition of any property or equipment belonging to or provided by the MFD, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the MFD shall defend at its expense, including attorney's fees, LBFD and its officers, agents, and employees in any legal action or claim of any kind based upon such alleged acts or omissions or conditions of such property or equipment.

City of Montebello Fire Department

DATED: Jim Cox 1-11-06
JIM COX
FIRE CHIEF, CITY OF MONTEBELLO

City of Long Beach Fire Department

DATED: Gerald R. Miller 5-4-06
GERALD R. MILLER
CITY MANAGER

This Agreement is approved as to form on December 7, 2005

ROBERT E. SHANNON, City Attorney

By Richard E. Anthony
Richard E. Anthony, Deputy