

**AGREEMENT FOR AUTOMATIC EXCHANGE OF
FIRE SERVICES**

Between

**THE CITY OF ALHAMBRA, THE CITY OF ARCADIA, THE
CITY OF BURBANK, THE CITY OF GLENDALE, THE CITY
OF MONROVIA, THE CITY OF MONTEREY PARK, THE
CITY OF PASADENA, THE CITY OF SAN GABRIEL, THE
CITY OF SAN MARINO, CITY OF SIERRA MADRE, AND
THE CITY OF SOUTH PASADENA**

THIS AGREEMENT is, made and entered into this _____ day of _____, 2006 by and between the CITY OF ALHAMBRA, the CITY OF ARCADIA, the CITY OF BURBANK, the CITY OF GLENDALE, the CITY OF MONROVIA, the CITY OF MONTEREY PARK, the CITY OF PASADENA, the CITY OF SAN GABRIEL, the CITY OF SAN MARINO, the CITY OF SIERRA MADRE and the CITY OF SOUTH PASADENA (collectively hereinafter referred to as "CITIES").

WHEREAS, the CITIES operate independent fire departments within the County of Los Angeles by providing fire, rescue and emergency medical services within their respective jurisdictions; and

WHEREAS, the CITIES, pursuant to Title 19, Division 2 of the State's Code of Regulations, are considered by the State of California Office of Emergency Services to constitute Operational Area C of Los Angeles County, one of five counties comprising Region I of the statewide emergency response system; and

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

WHEREAS, the CITIES have operated with both automatic and mutual aid agreements for several decades in an effort to assist departments and their respective communities; and

WHEREAS, it is necessary and desirable that CITIES coordinate efforts for the provision of automatic aid on an area-wide basis and for purposes of this Agreement, Automatic Aid shall mean assistance dispatched automatically by contractual agreement without request and Mutual Aid shall mean aid provided to another agency upon request;

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

1. **Purpose.** The purpose of this Agreement is to provide for cooperation in the suppression of fires and protection of life and property within Area C by cooperative planning, training and related activity.

2. **Duration of Agreement.** This Agreement shall become effective upon the execution of this Agreement by the City Managers of at least two cities and shall automatically renew itself from year to year thereafter, until terminated. Any party may terminate its participation in the Agreement at any time by giving written notice to the other parties at least sixty (60) days prior to the date of termination. The Agreement shall remain in effect with respect to the remaining parties until and unless all of the parties to the Agreement terminate their participation.
3. **Administration.** For purposes of liaison and the administration of this Agreement, the Fire Chief of each City party to this Agreement, or his/her designee, is designated as its representative, and collectively, they shall be responsible for administration of this Agreement.
4. **Response Area.** This Agreement is entered into in an to attempt to create an automatic aid process where responses to incidents are made by the closest and most appropriate fire resource, even where the service response area is not included within the individual agency's jurisdictional boundary. CITIES agree to respond to any reported fire incident with appropriate apparatus into the jurisdiction of any other City party to this Agreement. Said responses shall not require any specific request but shall be automatic upon dispatch by the Verdugo Fire Communications Center which shall generally follow the dispatch parameters as determined in advance.
5. **Exception for Sierra Madre.** The City of Sierra Madre covers approximately 3 square miles of the 126 square mile area of Area C. As the only all-volunteer fire department in Los Angeles County, Sierra Madre Fire Department will not be dispatched outside its jurisdiction to provide automatic aid when fires occur in nearby cities, but will provide mutual aid as requested. Under mutual aid, other fire agencies may respond into Sierra Madre when additional resources are requested.
6. **Provision of Services.** The Fire Chiefs or their designees shall determine and agree upon the capabilities of each agency to respond to incidents requiring special equipment. 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, response maps and pre-plans, and evaluation of effectiveness shall be determined by the Fire Chiefs or their designees.
7. **Costs and Reimbursements.** The services provided by each party pursuant to this Agreement shall be provided at no cost to any other party. In the event a state or federal emergency is declared, this Agreement shall not constitute a waiver of the rights of the respective parties to claim state and/or federal reimbursement.
8. **Priorities of Response.** The CITIES understand and agree that a responding agency'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. **Indemnity.** 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 costs 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. No party assumes liability for the acts or omissions of persons other than each party's respective officers, agents or employees.
10. **Liability Insurance.** Each party shall maintain, during the life of this Agreement, a policy of liability insurance naming the CITIES as an additional insured party in the amount of \$1,000,000.00 per occurrence with aggregate liability coverage of \$2,000,000.00. In the alternative, a party may self-insure in accordance with the above referenced liability amounts.
11. **Waiver.** By entering this Agreement, no 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.** This Agreement may be amended from time to time by the unanimous agreement of the Parties.
13. **Parties Operate Independently.** Nothing contained in this Agreement shall be construed to make any party hereto or any of its officers, agents or employees the officer, agent or employee of any other party. Employees of any party performing services in accordance with this Agreement shall remain employees of that party for the purposes of workers' compensation and no other party shall have liability for injury to an employee of another party.
14. **Notification.** All notices herein required shall be in writing and delivered in person or sent by first class mail, postage prepaid, addressed to the Fire Chief.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested to by the proper officers hereunder duly authorized, their official seals to be heretofore affixed. This Agreement may be signed in counterparts.

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[SIGNATURES TO FOLLOW ON SEPARATE PAGES.]

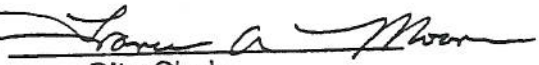
Unified Response Agreement

CITY OF ALHAMBRA

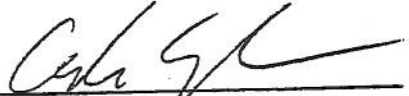
Date: 7-28-06

By: 
City Manager
(SEAL)

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM THIS 24th day of July, 2006.

By: 
City Attorney

CITY OF ARCADIA

Date: 6.27.06

By: [Signature]
City Manager

(SEAL)

ATTEST:
By: [Signature]
City Clerk

APPROVED AS TO FORM THIS 27th day of June, 2006.

By: Stephen P. Bertosh
City Attorney

Unified Response Agreement

CITY OF BURBANK

Date: 10/24/06

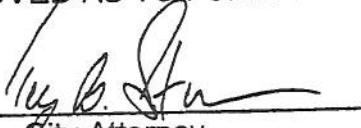
By: 
City Manager

(SEAL)

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM THIS 15th day of August, 2006.

By: 
City Attorney

CITY OF GLENDALE

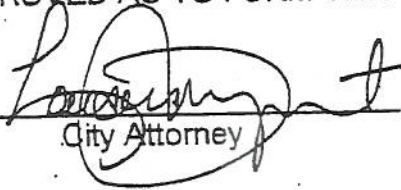
Date: 10/17/06

By: 
City Manager

(SEAL)

ATTEST:
By: 
City Clerk

APPROVED AS TO FORM THIS 10th day of October, 2006.

By: 
City Attorney

CITY OF MONROVIA

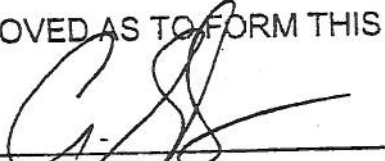
Date: July 17, 2006

By: 
City Manager

(SEAL)


ATTEST:
By: 
City Clerk

APPROVED AS TO FORM THIS 17th day of July, 2006.

By: 
City Attorney

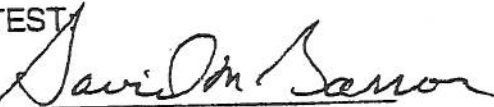
CITY OF MONTEREY PARK

Date: 6/19/06

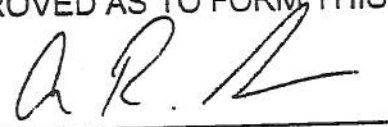
By: 
City Manager

(SEAL)

ATTEST:

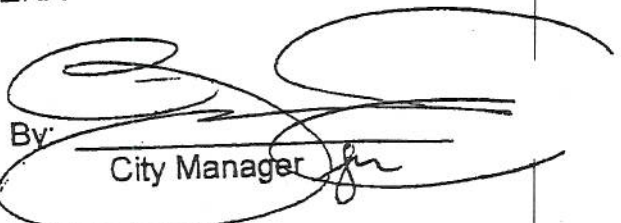
By: 
City Clerk

APPROVED AS TO FORM THIS 11 day of July, 2006.

By: 
Asst. City Attorney

CITY OF PASADENA

Date: 10/18/06

By: 
City Manager
(SEAL)

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM THIS 31st day of April, 2006.

By: 
City Attorney


CITY OF SAN GABRIEL

Date: 08-16-2006

By: 
City Manager

(SEAL)

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM THIS 15th day of August, 2006.

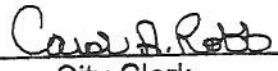
By: 
City Attorney

CITY OF SAN MARINO

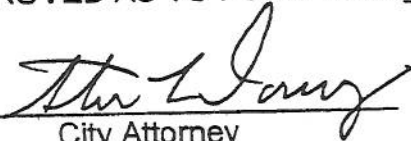
Date: July 12, 2006

By: 
City Manager
(SEAL)

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM THIS 12th day of July, 2006.

By: 
City Attorney

Unified Response Agreement

CITY OF SIERRA MADRE

Date: Oct 24, 2006

By: 
City Manager

(SEAL)

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM THIS 24th day of October, 2006.

By: 
City Attorney

CITY OF SOUTH PASADENA

Date: 9/28/06

By: 
City Manager

(SEAL)

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM THIS 4th day of October, 2006.

By: 
City Attorney