

AUTOMATIC AID RESPONSE**AGREEMENT**

THIS AGREEMENT, made and entered into this 9th day of January, 1992, by and between the CITY OF LA HABRA, a municipal corporation, herein-after referred to as "CITY OF LA HABRA", and CITY OF LA HABRA HEIGHTS, a municipal corporation, hereinafter referred to as "CITY OF LA HABRA HEIGHTS",

WITNESSETH:

WHEREAS, both the CITY OF LA HABRA and the CITY OF LA HABRA HEIGHTS maintain as part of their municipal services, an organized and equipped fire department, charged with the duty of fire protection and rescue within the corporated limits of each of said cities; and

WHEREAS, investigation has disclosed it would be to the benefit of each party hereto, that the services of each of their fire departments be, in some circumstances, extended outside of the corporate limits of each party hereto and into the corporate limits of the other party hereto; and

WHEREAS, the parties hereto both desire that in some circumstances the fire department of the CITY OF LA HABRA HEIGHTS will respond to fire and rescue incidents within those territories of the CITY OF LA HABRA set forth in Exhibit A, and that in some circumstances the CITY OF LA HABRA will respond to fire and rescue

incidents within the corporate limits of the CITY OF LA HABRA HEIGHTS set forth in Exhibit B.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. That pursuant to the authority granted by Section 55632 of the California Government Code, each party hereto agrees to respond to emergency alarms outside of its corporate geographical limits, and into the corporate geographical limits of the other in accordance with the terms and conditions hereinafter set forth. The respective territories covered by the Agreement shall include only those territories set forth in Exhibit A & B hereto.

2. Alarm response is defined in this agreement as first unit response to an emergency situation (i.e. Fire and Rescue services).

Second alarm response is defined in this agreement as; the fire unit's response to an emergency situation as the second unit in a series of three or more.

- (A) The CITY OF LA HABRA shall provide fire and Emergency Medical Technician services response within the entire corporate boundaries of the CITY OF LA HABRA HEIGHTS as specified in Exhibit B attached hereto and incorporated herein by reference, and where possible provide second alarm fire response as requested, unless the City's units are unavailable.
- (B) The CITY OF LA HABRA HEIGHTS shall provide fire and Emergency Medical Technician services response to areas within the corporate

boundaries of the CITY OF LA HABRA as specified in EXHIBIT A, attached hereto and incorporated herein by reference, and where possible shall provide second alarm response to other areas within the boundaries of the CITY OF LA HABRA, unless the City's units are unavailable.

- (C) Further specific details of the services to be provided under this Agreement shall be determined by mutual agreement of the respective fire chiefs of each city. It is understood that all plans which deal with emergency response shall adhere as closely as practical to the "nearest unit" concept which form the basis for this Agreement.

3. That each of the parties will provide fire apparatus to the specified geographical areas of the other city, accompanied by a minimum of three men, including a company commander.

4. That the CITY OF LA HABRA HEIGHTS agrees to indemnify and hold the CITY OF LA HABRA harmless from loss, liability, claim, suit or judgement resulting from obligations on behalf of the CITY OF LA HABRA HEIGHTS for work or acts done or omitted by the CITY OF LA HABRA or behalf of the CITY OF LA HABRA HEIGHTS or required by, or pursuant to this Agreement. The CITY OF LA HABRA agrees to indemnify and hold the CITY OF LA HABRA HEIGHTS harmless from any loss, liability, claim, suit or judgement resulting from obligations on behalf of the CITY OF LA HABRA for work or acts done, or omitted by the CITY OF LA HABRA HEIGHTS on behalf of the CITY OF LA HABRA or required by, or pursuant to this Agreement.

These provisions are included in accordance with California Government Code.

5. That each party hereto shall maintain Worker's Compensation Insurance covering its own employees without cost to the other party, and each party shall pay its own personnel without cost to the other party.

6. That each of the parties hereto shall be fully responsible for all repair, maintenance and upkeep, including gas, oil, lubrication, parts replacement and repair of all damage to its own equipment used pursuant to this Agreement while said equipment is used outside of its geographical limitations.

7. That the costs necessary to develop and to provide for the necessary inter-tie between communications systems of the parties hereto shall be shared by them equally.

8. That the extra-territorial services to be rendered pursuant to this Agreement shall consist of providing fire extinguishing and rescue service. Each City agrees to provide, where possible, all of its own additional equipment necessary in the event of a second or third alarm involvement within its own geographical limits.

9. That each City warrants and represents that it has sufficient equipment to handle normal involvements for which it shall be responsible under this Agreement, but neither City shall be expected to respond with special equipment in any territory of the other City, and each City shall furnish its own special equipment for any involvement within its geographical boundaries.

10. That each party hereto shall provide all the police traffic control personnel within its geographical boundaries necessary to the entry therein of the equipment and personnel of the other party hereto in the performance of this Agreement.

11. That the fire chiefs of each party hereto shall have joint authority and responsibility for the administration of this Agreement which they may delegate to their agents or employees in their respective fire departments.

12. That the fire department of the city receiving the automatic aid shall be in charge of the incident and will provide an officer of its fire department with the grade of fire captain, or greater, who will direct activities and have the final voice in releasing companies from the scene.

13. That no payments of any kind shall be made between the parties hereto as compensation for any services performed pursuant to this Agreement.

14. That neither party shall be required to deplete its own fire protection resources, personnel, services and facilities to the detriment of its normal fire protection responsibilities in performing this agreement.

15. That this Agreement shall be effective as the day and year herein above written and continue until termination by either party by giving notice, in writing, to the other party of its intention to terminate not less than ninety (90) days from and after the date of said notice.

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

CITY OF LA HABRA, a municipal corporation

BY
MAYOR

ATTEST:
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF LA HABRA HEIGHTS, a municipal corporation

BY
MAYOR

ATTEST:
CITY CLERK

APPROVED AS TO FORM:

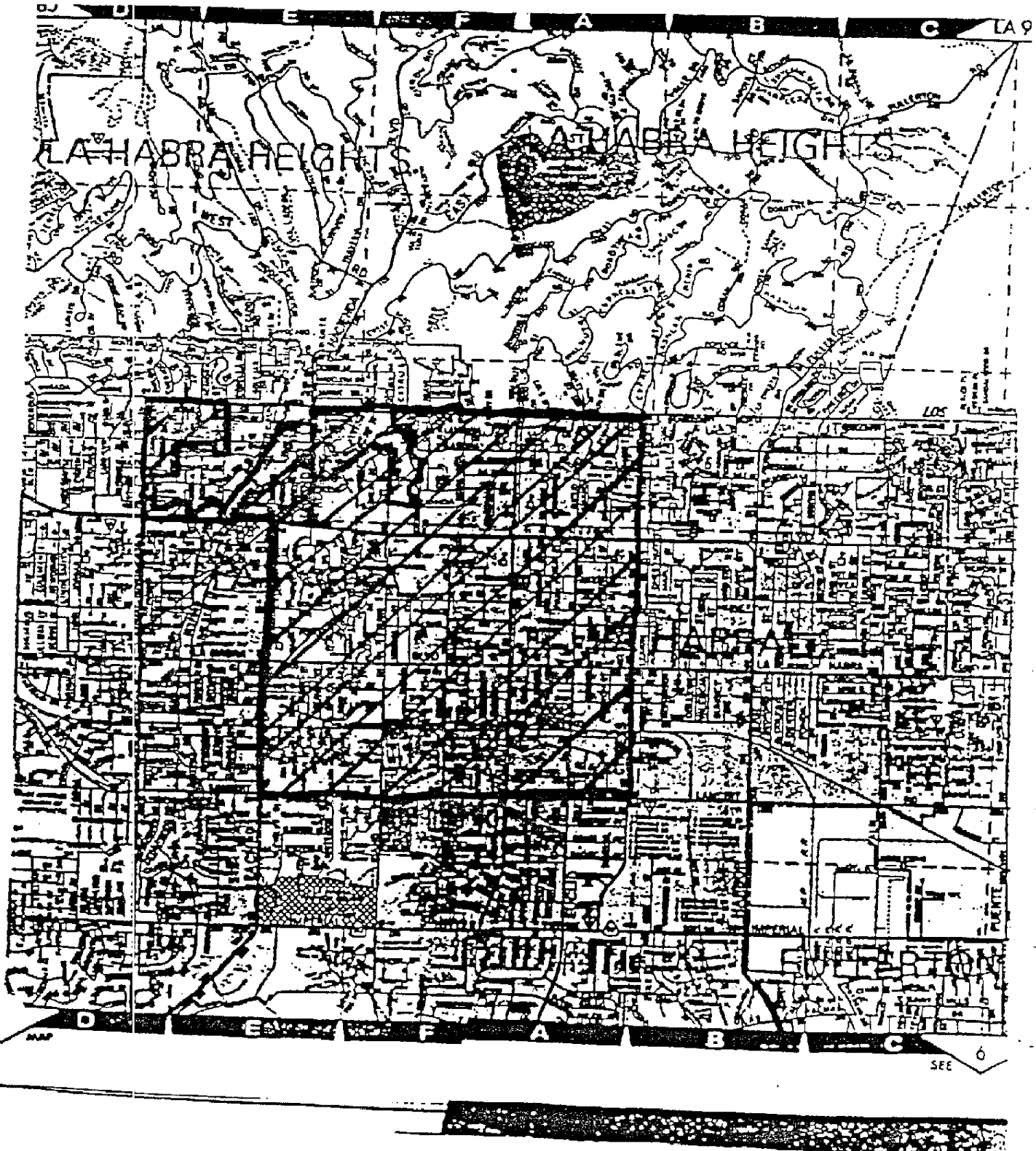
CITY ATTORNEY

LAHABRA A

For any structure fire or medical aid, La Habra Heights Fire Department will respond, on call, a Fire Engine and/or Rescue Squad, on an Automatic Aid basis.

Response Area:

- La Habra City limits on the North.
- Lambert Road on the South
- Cypress on the East
- Beach Blvd. on the West



SEE 6

EXHIBIT "B"

CITY OF LA HABRA HEIGHTS

For any structure fire, medical aid, or wildland fire the City of la Habra Fire Department will respond, on call, an engine company and/or Emergency Technician Response.

Response Area: The La Habra Heights City limits on the north, south, east and west.

RESPONSE AREA

