

## FIRE DEPARTMENT MUTUAL APPARATUS AND EQUIPMENT LOAN AGREEMENT

This Agreement is entered into on September 15, 2015 between the cities of El Segundo, Hermosa Beach, Manhattan Beach and Redondo Beach (hereinafter individually "Party" and collectively, the "Parties") each of which is a municipal corporation and a general law or (in the case of Redondo Beach) a charter City formed under the provisions of the Constitution of the State of California.

### RECITALS

- A. Each of the Parties provides fire suppression services to its residents and maintains an inventory of equipment for the purposes of doing so.
- B. From time to time an agency may have essential apparatus and equipment which requires repair or maintenance and thus have equipment temporarily unavailable for Deployment.
- C. Other Parties may have equipment which is redundant or otherwise unnecessary for immediate deployment in their own jurisdiction, which could, at the sole discretion of such a party's fire chief, be made available for loan to a Party in need .
- D. The purpose of this Agreement is to facilitate such a loan arrangement between Parties hereto.

### AGREEMENT

1. **Definitions.** Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in the Agreement.

"Borrower" means a Party using or possessing apparatus and/or equipment from Lender.

"Lender" means a Party lending apparatus and/or equipment to a Borrower.

2. **Loan of Equipment.** With the consent of the Lender's fire chief any Party may lend to any other Party fire suppression equipment pursuant to the terms and conditions of this Agreement and such other terms and conditions, not inconsistent with this Agreement as the Lender's fire chief deems appropriate. In the event that the Lender experiences emergency conditions necessitating return of loaned apparatus and/or equipment or in the event that either a Lender or Borrower terminates its participation in this Agreement, the Borrower shall return the apparatus and/or equipment as soon as practical, but in any event within twenty-four (24) hours of the effective date of the termination.
3. **Orientation/Training.** If the Apparatus and/or equipment are the same as that used and possessed by the Borrower, the Lender will provide an orientation of unique characteristics to a trainer from the Borrower to enable safe operation of the loaned apparatus or equipment. If the Borrower does not use the same type of apparatus or equipment, the Borrower will supply a trainer to be trained in the safe use of the equipment by the Lender's representative. In any case the Borrower's trainer is responsible and must ensure that



Borrower's personnel are trained in the proper and safe operation of the loaned apparatus or equipment.

4. **Care and condition of Apparatus/Equipment.** The Borrower must ensure at its expense that the apparatus/equipment is routinely maintained in compliance with the recommendations of the manufacturer and returned to the Lender in the same or better condition that it was received in.
5. **Term of Agreement:** This Agreement is effective on the date signed by all parties for a term of five (5) calendar years and may be mutually renewed by the Parties' fire chiefs every five (5) years thereafter unless terminated pursuant to the terms of this Agreement. At each renewal and not less than sixty (60) days prior to the date of expiration, all parties shall meet to discuss Agreement updates and necessary content modifications.
6. **Termination.** Any party may terminate its participation in the Agreement at any time with twenty-four (24) hour written notice to all other Parties. Any termination by a Borrower or Lender requires return of all borrowed apparatus and/or equipment, pursuant to Section 2.
7. **Indemnification.**
  - A. Each Party releases every other Party to the Agreement from all liability to itself, its officials, officers, employees, agents, and volunteers (collectively, "Party"), for any claim, damage, or demands for personal injury, death, or property damage, arising from or related to this Agreement. Each Party bears sole responsibility for any loss with the following exception: any Borrower agrees to indemnify and hold the Lender harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Borrower's use or possession of the apparatus or equipment. Should the Lender be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of Borrower's use or possession of Lender's apparatus or equipment, Borrower will defend Lender (at Lender's request and with counsel satisfactory to Lender) and will indemnify Lender for any judgment rendered against it or any sums paid out in settlement or otherwise.
  - B. It is expressly understood and agreed that the foregoing provisions will survive termination of the Agreement.
  - C. The requirements as to the types and limits of insurance coverage to be maintained by the Parties are not intended to, and will not, in any manner limit or qualify the liabilities and obligations otherwise assumed by the Parties pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
8. **Insurance.** The Borrower must have liability insurance with an insurance company admitted to do business in California or a Risk Sharing Pool or with the consent of the



Lender, the Borrower may substitute self-insurance for the policy requirements of this section with policy limits of not less than \$2,000,000. The Lender must be named as additional insured on or an equivalent said policy and be entitled to at least thirty days advance written notice of the cancellation of said policy.

9. **Modification.** This Agreement constitutes the entire agreement between the Parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by all the Parties.
10. **Assignment.** The Parties understand that their status as public entities are primary inducements for each to enter into this Agreement. For this reason, the Parties agree that they will not assign or transfer any portion of or interest in the Agreement. Any attempt to assign or transfer any portion of this Agreement will be void.
11. **Notices.** All notices required by this agreement must be in writing and given to the Parties at the following addresses.

CITY OF EL SEGUNDO  
El Segundo Fire Department  
314 Main Street  
El Segundo, CA 90245

CITY OF REDONDO BEACH  
Redondo Beach Fire Department  
401 So. Broadway  
Redondo Beach, CA 90277

CITY OF MANHATTAN BEACH  
City Clerk  
1400 Highland Ave.  
Manhattan Beach, CA 90266

CITY OF HERMOSA BEACH  
Hermosa Beach Fire Department  
540 Pier Avenue  
Hermosa Beach, CA 90254

12. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action arising from this Agreement shall be filed in the appropriate branch of the Los Angeles County Superior Court.
13. **Interpretation.** This Agreement shall be interpreted as though prepared by all Parties.
14. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable, provided that the remaining valid terms advance the purposes of this Agreement.
15. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party to this Agreement acknowledges that representations by any Party not embodied herein, and any other agreements, statements or promises concerning the subject matter of this Agreement, not contained in the Agreement are not valid and binding. Any modification of this Agreement will be effective only if it is in writing and signed by the Parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved



without resorting to the presumption that ambiguities should be construed against the drafter.

16. **Facsimile signatures.** The Parties agree that agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
17. **Counterparts.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.



IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first shown above.

CITY OF EL SEGUNDO

CITY OF REDONDO BEACH

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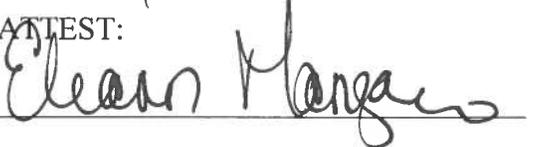
Mayor

Mayor

ATTEST:

ATTEST:

\_\_\_\_\_



City Clerk

City Clerk

APPROVED AS TO FORM:  
City Attorney

APPROVED AS TO FORM:  
City Attorney

By: \_\_\_\_\_

By: 

CITY OF MANHATTAN BEACH

CITY OF HERMOSA BEACH

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Mayor

Mayor

ATTEST:

ATTEST:

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City Clerk

City Clerk

APPROVED AS TO FORM:  
City Attorney

APPROVED AS TO FORM:  
City Attorney

By: 

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