

FIRST AMENDMENT TO THE PERSONNEL COOPERATION
AGREEMENT BETWEEN THE CITIES OF HERMOSA BEACH
AND MANHATTAN BEACH

This First Amendment ("Amendment No. 1") to that certain agreement dated April 1, 2007, by and between the City of Manhattan Beach, a California municipal corporation ("Manhattan") and the City of Hermosa Beach, a California municipal corporation ("Hermosa") (collectively, the "Parties") is hereby entered into as of this _____ day of _____, 2014.

RECITALS

A. On April 1, 2007, the Parties entered into an agreement to provide Fire Department personnel to maintain minimum staffing levels and to provide mutual aid ("Agreement");

B. The Parties now wish to amend the Agreement to specifically add Fire Captains to the mutual aid agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Section 1 (Personnel Assistance) shall be amended to read as follows:

"Personnel Assistance. Each party's fire department will develop its own respective internal policy to determine when it is necessary temporarily to obtain paramedic resources and fire captains from the other. Requests shall be made only when in-house personnel are unavailable and the party cannot satisfy its minimum staffing requirements to meet its public safety obligations. Requests from each party shall be made with as much advance notice as feasible by the highest ranking on-duty officer of the requesting agency to the highest ranking on-duty officer of the supplying agency. When a party is asked to provide assistance pursuant to this Agreement, it shall exercise its best efforts to provide aid subject to fulfilling its obligations to its own constituents; this Agreement does not create an obligation to provide assistance. Each party understands and acknowledges that while assigned under this Agreement for a host fire department, the guest Fire Captain shall be asked to perform duties as a company officer and supervisor under the direction of its commanding officers pursuant to the rules and requirements of the host department. The guest personnel member shall furnish his or her own personal protective equipment pursuant to the guest agency's policies, rules, and regulations. In addition to requesting individual personnel members, the host department may request a fully-staffed fire engine and/or a fully-staffed ambulance. In addition, if the host agency requests a Battalion Chief, the Battalion Chief shall use his own department's vehicle in the service of the host department."

Section 2. Section 2 (Cost Reimbursement) shall be amended to read as follows:

"Cost Reimbursement. The requesting (host) agency shall pay the guest agency's direct costs of providing personnel pursuant to this Agreement. Payment shall be made within 30 days of receipt of an invoice. Neither party shall be liable or responsible for payment of any benefits of any kind to, or on behalf of, the guest personnel."

Section 3. Section 9 (Indemnification) shall be amended to read as follows:

"Indemnification. Hermosa shall defend, indemnify and hold harmless Manhattan, its City Council, and its officers, agents and employees from any and all claims or losses arising, directly or indirectly, from the negligent or wrongful performance of its employees arising out of this Agreement. Manhattan shall defend, indemnify and hold harmless Hermosa, its City Council, and its officers, agents and employees from any and all claims or losses arising, directly or indirectly, from the negligent or wrongful performance of its employees arising out of this Agreement. Each agency shall be solely responsible for bearing the costs associated with disciplinary matters pertaining to its respective personnel. This defense and indemnification provision shall survive the termination of this Agreement."

Section 4. A new section 15 entitled "Partial Cancellation" is hereby added to read as follows:

"Partial Cancellation. Notwithstanding the provisions herein, by providing five days' written notice, either party may cancel the portion of this Agreement allowing the cities to request: (1) Fire Captains; (2) Battalion Chiefs; (3) fully-staffed fire engines; and/or (4) fully-staffed ambulances."

Section 5. Except as specifically amended by this Amendment No. 1, all terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

CITY OF MANHATTAN BEACH

CITY OF HERMOSA BEACH

Mark Danaj, City Manager

Tom Bakaly, City Manager

ATTEST:

ATTEST:

Liza Tamura, City Clerk

Elaine Doerfling, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Quinn M. Barrow, City Attorney

Mike Jenkins, City Attorney