

**PERSONNEL COOPERATION AGREEMENT
CITIES OF HERMOSA BEACH AND MANHATTAN BEACH
(PARAMEDIC SERVICES)**

This Agreement is made this 1st day of April 2007, by and between the City of Hermosa Beach, CA ("Hermosa") and the City of Manhattan Beach, CA ("Manhattan"), both California municipal corporations and general law cities (hereinafter referred to individually as a "party" and collectively as the "parties").

RECITALS

- A. Each of the parties operates a fire department with finite personnel resources. From time to time, each of the parties' fire departments experiences a temporary and unusually high number of vacancies due to injury, illness and vacation and cannot fill those vacancies with in-house resources.
- B. The purpose of this agreement is to allow the parties' respective fire departments, during those times when they are experiencing unusual vacancies, to maintain necessary minimum staffing levels by pooling resources and utilizing paramedics from the other department.
- C. Each of the parties is willing to make its paramedic resources available to the other during the above-described circumstances in the interest of providing mutual aid to a neighboring municipality.
- D. This Agreement will facilitate the foregoing and will be to the mutual interest and advantage of both Parties.

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

1. 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 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 -- for Manhattan this will be a Battalion Chief and for Hermosa this will be a Fire Captain. 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. At all times, each department's paramedic units will be staffed by at least one paramedic from the host fire department. Each party understands and acknowledges that while performing for a host fire

department, the guest paramedic shall be asked to perform the duties of a paramedic pursuant to the rules and requirements of the host department on its premises and under the direction of its commanding officers. The guest paramedic shall furnish his or her own personal safety equipment. This Agreement shall only apply to the use of paramedics.

2. Cost Reimbursement. The parties agree to pay each other the direct cost of the guest paramedic's services at his or her then current hourly rate of compensation. Payment shall be made within thirty (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 paramedic.

3. Term of Agreement. This Agreement is effective as of April 1, 2007, and shall remain in effect until terminated by either party. Either party may terminate this Agreement for convenience and without cause by giving the other party thirty (30) days' written notice of termination.

4. Status of the Parties. The parties are acting as independent contractors wherein each is providing a service in the nature of mutual assistance to the other. Each guest paramedic shall remain in the fulltime employ of his or her respective employer, and the host city shall have no liability for payment to him or her of any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for the host city.

5. Modification. This Agreement may be modified only by a written agreement executed by the parties.

6. Assignment. The parties understand that their unique status as public entities is the sole inducement 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 this Agreement. Any attempt to assign or transfer any portion of this Agreement will be void.

7. Notices. All notices required by this Agreement must be in writing and given to the Parties at the following addresses:

CITY OF HERMOSA BEACH:
City Manager
1315 Valley Drive
Hermosa Beach, CA 90254

CITY OF MANHATTAN BEACH:
City Manager
1400 Highland Avenue
Manhattan Beach, CA 90266

8. California Law. This Agreement shall be construed in accordance with the laws of the State of California.

9. 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. This defense and indemnification provision shall survive the termination of this Agreement.

10. 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.

11. 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 this Agreement, are not valid and binding. Any modification of this Agreement will be effective only if it is in writing 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.

12. Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rate share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Los Angeles County.

13. Third Party Beneficiaries. This Agreement shall not be construed as an attempt to create a third party beneficiary contract. This Agreement is for the sole benefit of its parties; no other person or entity shall benefit from its terms.

14. 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 HERMOSA BEACH



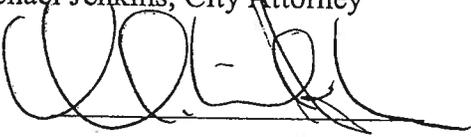
Stephen Burrell
City Manager

ATTEST:



Elaine Deryler
City Clerk

APPROVED AS TO FORM:
Michael Jenkins, City Attorney

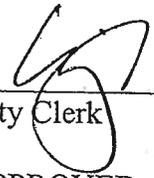
By: 

CITY OF MANHATTAN BEACH



Geoffrey Dolan
City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:
Robert Wadden, City Attorney

By: 