

This Automatic Aid Agreement Between the Cities of Manhattan Beach and Hermosa Beach [Fire Departments] ("Agreement") is made and entered into effective the 1st day of May, 2014, by and between the CITY OF MANHATTAN BEACH, a California municipal corporation (hereinafter referred to as "Manhattan Beach") and the CITY OF HERMOSA BEACH, a California municipal corporation (hereinafter referred to as "Hermosa Beach"). Manhattan Beach and Hermosa Beach will be referred to jointly herein as "the parties."

RECITALS

A. The parties desire in this Agreement to memorialize the procedures for carrying out an Automatic Aid and Mutual Aid response and pre-arranged unit deployment between the cities.

B. The procedures set forth in this Agreement serve to increase the level of fire protection to the communities of Manhattan Beach and Hermosa Beach through improved firefighter emergency scene safety and the enhancement of training opportunities.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Automatic Aid Resources. The Fire Departments of the parties shall make the following resources available for Automatic Aid per the fire station order list and run cards:

Fire and other Non-Medical Assistance

- One paramedic engine company (with a minimum of 3 persons)
- One additional paramedic engine company on greater alarms
- One paramedic rescue ambulance
- One Battalion Chief

Medical Aid

- One paramedic rescue ambulance
- One paramedic engine company

Major Accident

- MBFD Engine 21 to Hermosa Beach

2. Mutual Aid Resources. The Fire Departments of the parties shall make the following resources available for Mutual Aid (in response to request for additional resources following initial emergency response) per the fire station order list and run cards:

- One basic life support ambulance (a combination of one Manhattan Beach Fire Reserve and one Hermosa Beach Fire Reserve may be used to staff a basic life support ambulance)
- A second paramedic engine company

3. Incident Types Triggering Automatic and Mutual Aid. The parties will provide Automatic Aid and Mutual Aid assistance in response to the incidents described and set forth in Exhibit A, attached hereto and incorporated herein by reference.

4. Dispatch/Response/Release Procedures. At the beginning of each shift day, the Manhattan Beach Fire Department, Hermosa Beach Fire Department and RCC will communicate as to the staffing status of their respective units. Units will be dispatched pursuant to South Bay Regional Public Communications Authority ("RCC") procedures. Units will operate on the frequency assigned by RCC. The Incident Command System will be utilized on all emergencies involving Automatic Aid and Mutual Aid under this Agreement. The requesting City shall release the automatic/mutual aid unit(s) back to their City, as soon as possible. A private ambulance provider will be utilized if both Cities' basic life support transport units are unavailable. Units can be shown as temporarily unavailable due to training and other staffing situations.

5. Response Areas. Response areas are established per the fire station order list and run cards. Hospital destinations will be limited to Manhattan Beach and Hermosa Beach Fire Department Policy.

6. Customer/Patient Billing. The party transporting the patient will bill the patient using the transporting City's fee structure and procedures.

7. Training/Coordination Meetings. An average of two hours per month of joint training will be conducted to enhance emergency operations between the two Fire Departments. The Training Officers from each Fire Department will coordinate the needs assessment and subsequent training. The Fire Chief of each City and/or their designees will meet at the request of one of the participating cities to discuss operational guidelines and issues.

8. Area "G" Mutual Aid Alarms. Area "G" Mutual Aid Alarms will be modified to reflect the provisions of this Agreement.

9. Workers' Compensation. Each of the parties is responsible for providing workers' compensation insurance for its own employees in connection with injuries incurred in Automatic and Mutual Aid responses.

10. Termination. This Agreement may be terminated without cause by either party upon thirty days advance written notice to the other party.

11. 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 employee involved in providing mutual aid 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.

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

CITY OF HERMOSA BEACH:
Fire Chief
1315 Valley Drive
Hermosa Beach, CA 90254

CITY OF MANHATTAN BEACH:
Fire Chief
1400 Highland Avenue
Manhattan Beach, CA 90266

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

14. Indemnification. Hermosa Beach shall defend, indemnify and hold harmless Manhattan Beach, 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 Beach shall defend, indemnify and hold harmless Hermosa Beach, 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.

15. 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 principal purposes of this Agreement are not thereby frustrated.

16. 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.


17. 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.

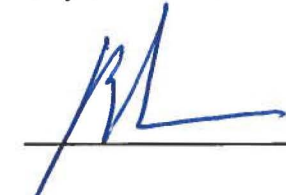
18. Third Party Beneficiaries. This Agreement shall not be construed as an attempt to create a third party beneficiary contract. This Agreement is for the sole benefit of its parties; no other person or entity shall benefit from its terms.

19. 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.

 , 6/24/14
(Date)

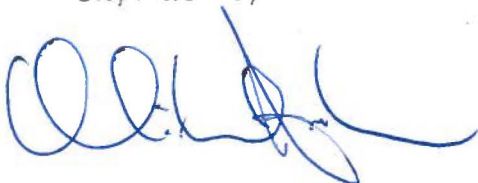
Tom Bakaly
City Manager
City of Hermosa Beach

 , 5/14/14
(Date)

City Manager
City of Manhattan Beach

APPROVED AS TO FORM:

By 
City Attorney



ATTEST

 5-15-14
CITY CLERK



Attachment A

Hermosa and Manhattan Beach RCC DISPATCH CODES

Updated May 2014

Rescue

- **Rescue (1 rescue, 1 engine)**
 - Emergency Medical Service (EMS) request
- **Rescue Minor (1 engine)**
 - Minor injury below the knee, below the shoulder (No head injury)
- **Multi-Victim Incident (MVI) (1 B/C, 1 rescue, 2 engines)**
 - 5 or more patients
 - Bus accident w/ injuries
- **Vehicle Accident (1 rescue, 1 engine)**
 - 1 or 2 vehicles
- **Vehicle Accident - Major (1 B/C, 1 rescue, 2 engines, 1 truck)**
 - 3 or more vehicles
 - Overturned vehicle
 - Vehicle accident with fire
 - Vehicle accident with MVI
 - Persons trapped
 - Head-on
 - Vehicle into a structure
 - Bus Accident
- **Assault**
 - Shooting (1 B/C, 1 rescue, 1 engine)
 - Stabbing (1 B/C, 1 rescue, 1 engine)
 - Battery (1 rescue, 1 engine)
- **Ocean Rescue (1 B/C, 1 rescue, 2 engine)**
 - Drowning in the ocean
 - Near drowning in the ocean
 - Missing swimmer in the ocean
 - Boat in distress in the ocean
- **Roof (1 B/C, 1 rescue, 2 engines)**
 - Roof collapse
 - Building collapse
 - Tree down on a building/car

Fire

- **Fire Alarm - Commercial – Citizen or Alarm Company R/P**
(no fire or smoke seen)
 - Without reset (1 B/C, 1 rescue, 2 engines)
 - With reset (1 engine)
- **Fire Alarm - Residential – Citizen or Alarm Company R/P**
(no fire or smoke seen)

- With/without reset **(1 engine)**
 - **Investigation (1 engine)**
 - Carbon Monoxide (CO) Alarm, chemical alarm
 - Electrical appliance/outlet hot or smoking
 - Smell of smoke/odor
 - Misc. incident, not found in other complaint codes
 - **Aircraft Down (1 B/C, 1 rescue, 3 engines, 1 truck)**
 - **Fire Vehicle (1 engine)**
 - **Brush/Grass (1 B/C, 1 rescue, 2 engines)**
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- **Fire Vehicle - Major (1 B/C, 1 rescue, 2 engines)**
 - Tractor/Trailer
 - Trash truck
 - Gasoline tanker
 - Propane/LPG truck
 - Delivery truck (UPS, FedEx, Etc.)
 - Motor home
 - Bus
 - **Fire Commercial/Industrial (1 B/C, 1 rescue, 3 engines, 1 truck)**
 - Commercial or industrial building
 - Gas station
 - Schools
 - City building: City Hall, fire/police station or jail, etc
 - Under ground or above ground parking structure
 - Shopping mall
 - Hotel/Motel
 - Public assembly: theater, church, etc.
 - **Fire High Rise (1 B/C, 1 rescue, 3 engines , 1 truck)**
 - 55' or higher commercial
 - 4 stories or more
 - **Fire Multi-Residence (1 B/C, 1 rescue, 3 engines, 1 truck)**
 - Condos or apartments of 3 units or more
 - **Fire Single Residence (1 B/C, 1 rescue, 3 engines, 1 truck)**
 - House and/or detached garage
 - Condos or apartments of 2 units
 - Vehicle fire in a garage or carport
 - **Fire Non-Structure (1 engine)**
 - Dumpster
 - Trash
 - Fence
 - Tree/bushes

Public Assist

- **Public Assist (1 engine)**
 - Lock-in/Lock-out
 - Odor removal
 - Flooding, water removal inside
 - Bee Swarm
 - Elevator entrapment
 - Patient assist: off the floor, into bed, etc.

Police Assist

- **Police Assist (1 B/C {Manhattan Beach Only}, 1 engine)**
 - Ladder
 - Forcible entry
 - Fire/EMS standby (SWAT)
 - Bomb threat
 - Bio-Hazard/Terrorist threat

Hazardous Conditions

- **Haz Mat spill or leak (1 B/C, 1 rescue, 2 engines)**
- **Natural Gas Leak Inside (1 B/C, 1 Rescue, 2 Engines)**
- **Hazardous Condition**
 - **Natural Gas Leak Outside (1 engine)**
- **Natural Gas Ruptured Line (1 B/C, 1 Rescue, 2 Engines)**
 - **Hydrant Knocked Off/Leaking (1 engine)**
 - **Electrical (1 engine)**
 - Wires Down
 - Wires Sparking
 - Pole/Transformer Fire
- **Vault Fire (1 B/C, 1 Rescue, 2 Engines)**
 - **Vehicle leaking fuel (1 engine)**
 - **Weather caused: tree down, loose tarp, etc. (1 engine)**

Overcrowding Investigation

- **Check for over occupancy (1 B/C {Manhattan Beach Only}, 1 engine)**

SPECIAL RESPONSES

- **Station Cover (2 engines per Area "G" Mutual Aid Manual)**
- **2nd Alarm (Per Area "G" Mutual Aid Manual)**
- **3rd Alarm (Per Area "G" Mutual Aid Manual)**

- **4th Alarm** (Per Area “G” Mutual Aid Manua from Area “A”)
 - **Automatic Aid** (Per agreements)
 - **Mutual Aid** (As requested)
 - **Strike Team** (1 B/C STL and 1 engine) or (1 engine)
 - **Medical Strike Team** (1 B/C, 3 medic units, 2 engines per Area “G” Mutual Aid Manual)
 - **Plan “A”** (2 Fire Investigators)
 - **Plan “B”** (1 B/C, 4 or 5 engines for Area “G” brush response)
 - **Plan “H”** (1 Helicopter Air Squad & 1 “LZ” engine from LA County Fire)
 - **Plan “M”** (3 paramedic units per Area “G” Mutual Aid Manual)
 - **Drill**
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→ **Blue** indicates dispatch type code to be entered by complaints.