

1 AGREEMENT FOR EXCHANGE OF
2 FIRE PROTECTION AND RESCUE SERVICES
3 AUTOMATIC AID/INITIAL ACTION
4

5 **THIS AGREEMENT** is made and entered into this 9th day of May 2000, by
6 and between the City of Manhattan Beach, hereinafter referred to as "City," and the
7 Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as
8 "District."

9 **W I T N E S S E T H**

10 WHEREAS, the parties to this agreement provide fire protection and rescue services
11 within their respective territorial limits; and

12 WHEREAS, it is in the best interest of the citizens of the District and the City to provide
13 the most expeditious response to suppress fires and render other emergency assistance; and

14 WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal
15 exchange of fire and rescue services on a day-to-day basis; and

16 WHEREAS, this agreement is authorized and provided for by provisions of the Health
17 and Safety and Government Codes of the State of California and acts and statutes of the
18 Federal Government, where applicable.

19 NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto
20 agree to as follows:

21 I.

22 The City agrees to provide a designated fire or rescue response, as determined by the
23 Fire Chiefs of the District and the City, upon request by the District, to that area located within
24 the jurisdiction of the District.

25 II.

26 In return for the service to be provided by the City, the District agrees to provide a
27 designated fire or rescue response, as determined by the Fire Chiefs of the District and the

1 City, upon request by the City, to that area located within the jurisdiction of the City.

2 III.

3 Upon receipt by the District of an alarm within the jurisdiction of the District, the District,
4 as the jurisdictional department, will dispatch its nearest available and appropriate designated
5 fire or rescue response to that alarm and also notify the City fire dispatcher who will, in turn,
6 dispatch the agreed-upon response.

7 IV.

8 Upon receipt by the City of an alarm within the City, the City, as the jurisdictional
9 department, will dispatch its nearest and appropriate designated fire or rescue response to
10 that alarm and also notify the District fire dispatcher who will, in turn, dispatch the agreed-upon
11 response.

12 V.

13 The District and the City intend that this agreement will provide mutual benefits to all
14 parties and herein authorize the Fire Chiefs of the District and the City to revise any
15 designated areas or types of response periodically as may be dictated by changing conditions
16 and the requirements of mutual benefits to all parties. It is agreed that substantial reductions
17 of fire protection and/or emergency medical forces by either agency shall be cause for
18 reconsideration of this agreement.

19 VI.

20 Details as to amounts and types of assistance to be dispatched, methods of dispatching
21 and communications, training programs and procedures, methods of requesting aid, and the
22 names of persons authorized to send and receive such requests, together with lists of
23 equipment and personnel which will be utilized, shall be developed by the Fire Chiefs of the
24 District and the City. Such details shall be recorded in a Memorandum of Understanding and
25 signed by both Fire Chiefs of the District and the City.

26 VII.

27 In those instances where the aiding department arrives before the jurisdictional

1 department, the aiding department will take the necessary action dictated by the situation.
2 However, it is assumed that the jurisdictional department will arrive shortly after the arrival of
3 the aiding department. Therefore, the responsibility for coping with the situation will be
4 immediately assumed by the jurisdictional department upon its arrival at the scene. The aiding
5 department personnel will be under the direction of the officer in charge of the jurisdictional fire
6 department. It is further agreed that the aiding department will be released from the scene as
7 soon as practical by the jurisdictional fire department.

8 VIII.

9 It is mutually understood and agreed that this agreement does not relieve either party
10 from the necessity and obligation of using its own resources for furnishing fire and/or rescue
11 service within any part of its own jurisdiction and that the aiding party's response to a request
12 for aid will be dependent upon the existing emergency conditions within its own jurisdiction and
13 the status of its resources.

14 IX.

15 This agreement shall not be construed as or deemed to be an agreement for the benefit
16 of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of
17 action hereunder for any cause whatsoever.

18 X.

19 No party furnishing aid pursuant to this agreement shall be entitled to compensation for
20 services rendered to the requesting agency, it being understood that the respective covenants
21 contained in this agreement shall constitute the sole consideration for such services.

22 XI.

23 Each of the parties hereto is a public entity, within the meaning of Section 895 of the
24 Government Code. It is mutually understood and agreed that, in accordance with the
25 provisions of Section 850.6 of the Government Code, the party requesting assistance is not
26 required to indemnify the party furnishing assistance as to any liability or damage imposed by
27 law upon the assisting party by reason of any act or omission of its employees occurring in the
28 performance of the service. The requesting party shall be responsible only for the acts of the

1 employees of the responding party performed at the scene of the emergency and performed
2 at the specific direction of an employee of the requesting party. In the event of a third-party
3 loss caused by the acts or omissions of both parties, the ultimate financial responsibility of
4 each party shall be in accordance with its percentage of fault or as may otherwise be mutually
5 agreed between them.

6 XII.

7 This agreement shall remain operative and effective until participation is terminated by
8 either party. It is further agreed that either party may terminate the agreement at any time by
9 giving written notice to the other party at least thirty (30) days prior to the date of withdrawal.

10 XIII.

11 It is mutually understood that this agreement will in no way affect or have any bearing
12 on the existing Uniform Mutual Assistance Agreement for Fire Protection and Rescue
13 Services, which is between the District Fire Department and the City, nor will this agreement
14 affect or have any bearing on the existing California Master Mutual Aid Agreement.

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1 IN WITNESS WHEREOF, this agreement has been executed on the day and year first
2 above written and is effective and operative as to each of the parties as herein provided.
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5 CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

CITY OF MANHATTAN BEACH

By *Gloria Thoburn*
Chairperson, Board of Supervisors

By *Linda W. Orr*
Mayor
OK

ATTEST:

Violet-Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors



ATTEST:

By *Sybil J. Villalobos*
Deputy

By *Liz Ta*
City Clerk

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO FORM:

By *Eric Young*
Deputy

By *[Signature]*
City Attorney

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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MAY 09 2000

Violet Varona Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER