



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Ward and Members of the City Council

THROUGH: Geoff Dolan, City Manager

FROM: Scott Ferguson, Fire Chief

DATE: December 15, 2009

SUBJECT: Consideration of a Renewal of a Fire Department Equipment/Apparatus Loan Agreement with the cities of El Segundo, Hermosa Beach, Redondo Beach and Manhattan Beach.

RECOMMENDATION:

Staff recommends that the City Council renew a fire apparatus and equipment loan agreement between the Cities of El Segundo, Hermosa Beach, Redondo Beach, and Manhattan Beach.

FISCAL IMPLICATION:

There are no fiscal implications associated with the recommended action. This agreement will insure the continuance of a cost effective way to replace out-of-service emergency fire equipment and apparatus on a temporary basis.

BACKGROUND:

For many years, the above noted Cities have cooperated with each other by loaning emergency fire vehicles and equipment during periods of unexpected service requirements. The attached renewal has formalized this practice, and served to expedite the process of loaning and borrowing by having a documented policy between participating fire departments.

DISCUSSION:

On occasion, a City's fire department may experience an unusually high number of mechanical failures to its apparatus or equipment. An agreement by four Area "G" Cities to share/loan each other needed equipment/apparatus during periods of unplanned shortages will provide for the immediate continuation of essential services.

This renewed agreement is the product of the Emergency Operations Section (EOS) of the South Bay Fire Chiefs Association and mirrors our current procedure for loaning equipment and vehicles. The EOS is charged by the Fire Chiefs with developing and implementing operational agreements and practices to enhance efficiencies for fire/EMS service delivery to our respective communities. The City Attorney has reviewed and approved the document (attached). While the initial agreement expired on December 31, of 2007, the principle arrangement has been active since its inception in January of 2004.

FIRE DEPARTMENT MUTUAL APPARATUS AND EQUIPMENT LOAN AGREEMENT

This Agreement is entered into on January 1, 2010 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 ("Lending Party") 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 ("Borrowing Party").
- 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, both parties will work to return the apparatus/equipment and to secure an acceptable replacement for the Borrower from one of the other Parties.
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 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. Provided, however, that no Party may terminate this Agreement while it is either a Borrower or Lender.
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.** Any Borrower must have liability insurance with an insurance company admitted to do business in California with policy limits of not less than \$2,000,000. The Lender must be named as additional insured on said policy and be entitled to at least thirty days advance written notice of the cancellation of said policy. The Borrower must

provide written proof of insurance before delivery of any equipment to be borrowed. With the consent of the Lender, the Borrower may substitute self-insurance for the policy requirements of this section.

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 South Broadway
Redondo Beach, CA 90277

CITY OF MANHATTAN BEACH
Manhattan Beach Fire Department
400 15th. St.
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 commenced arising from this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or 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

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

Mayor

Mayor

ATTEST:

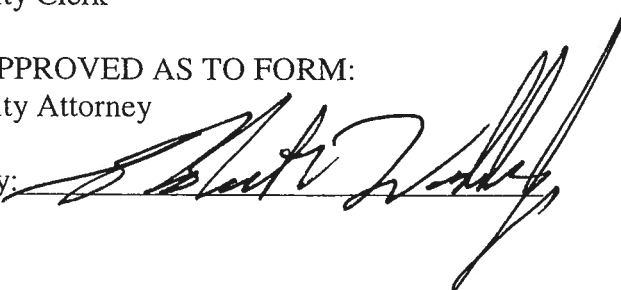
ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:
City Attorney

APPROVED AS TO FORM:
City Attorney

By:  _____

By: _____