

This Automatic and Mutual Aid Agreement Between the Cities of El Segundo and Manhattan Beach [Fire Departments] ("Agreement") is made and entered into effective the 1st day of September, 2023, by and between the CITY OF EL SEGUNDO, a California municipal corporation (hereinafter referred to as "El Segundo") and the CITY OF MANHATTAN BEACH, a California municipal corporation (hereinafter referred to as "Manhattan Beach"). El Segundo and Manhattan Beach will be referred to jointly herein as "the parties."

RECITALS

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

The procedures set forth in this Agreement serve to increase the level of fire protection to the communities of El Segundo and Manhattan 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.

1.1 Resources Available

1.2 Emergency response units available pursuant to this agreement shall include:

- Fire Engine with a minimum of three sworn fire safety personnel
- Ladder Truck with aerial operations capabilities and sufficient sworn safety personnel to operate it
- Quint Ladder Truck with aerial operations capabilities and sufficient sworn safety personnel to operate it
- Paramedic Rescue Ambulance with advance life support transport capabilities.
- Battalion Chief with a qualified incident commander and vehicle with radio communications
- Urban Search and Rescue Team

1.3 Automatic Aid Resources: El Segundo and Manhattan Beach shall make the following resources available for Automatic Aid per the fire station order list and run cards:

Structure Fire Response by El Segundo to Manhattan Beach North of and Including Manhattan Beach Blvd

1.3.1 First alarm structure fire response- El Segundo will provide one Battalion Chief, one Ladder Truck and one Fire Engine. If the El Segundo Ladder Truck is unavailable for a Structure Fire Response, El Segundo may instead provide an additional Fire Engine for a total of two, responding Fire Engines.

1.3.2 Greater alarm structure fire- El Segundo will provide one additional Fire Engine and one

Rescue Ambulance.

Structure Fire Response by El Segundo to Manhattan Beach South of and Not Including Manhattan Beach Blvd

- 1.3.3 First alarm structure fire- El Segundo will provide one Fire Engine.
- 1.3.4 Greater alarm structure fire- El Segundo will provide one Battalion Chief, one Ladder Truck, one additional Fire Engine, and one Rescue Ambulance.

Structure Fire Response by Manhattan Beach to El Segundo

- 1.3.5 First alarm structure fire- Manhattan Beach will provide one Battalion Chief and two Fire Engines.
- 1.3.6 Greater alarm structure fire- Manhattan Beach will provide one Rescue Ambulance.

Emergency Medical Response by El Segundo to Manhattan Beach

- 1.3.7 El Segundo will provide one Fire Engine and one Rescue Ambulance when both El Segundo Rescue Ambulances are available (a second El Segundo Rescue Ambulance may be requested via mutual aid when all other automatic aid resource options have been exhausted by Manhattan Beach).

Emergency Medical Response by Manhattan Beach to El Segundo

- 1.3.8 Manhattan Beach will provide one Fire Engine and one Rescue Ambulance.
- 1.4 Single Resource Response. All other non-Structure Fire or Emergency Medical Responses shall be defined as Single Resource Response.

Single source response by El Segundo to Manhattan Beach

- 1.4.1 El Segundo will provide one Fire Engine.

Single source response by Manhattan Beach to El Segundo

- 1.4.2 Manhattan Beach will provide one Fire Engine.

2. Mutual Aid Resources

- 2.1 El Segundo and Manhattan Beach shall make the following resources available for Mutual Aid as identified need. An identified need for purposes of this agreement is

when the on-scene Incident Commander has an emergency that will overwhelm responding resources.

- 2.2 The on-duty Battalion Chief or fire department representative of the city receiving a request has the discretion to provide available resources to the requesting City.

Mutual Aid Units for Response by El Segundo to Manhattan Beach

- One Rescue Ambulance
- One Fire Engine
- One Ladder Truck
- One Urban Search and Rescue Vehicle
- One Battalion Chief

Mutual Aid Units for Response by Manhattan Beach to El Segundo

- One Rescue Ambulance
- One Fire Engine
- One Battalion Chief

3. Incident Types Triggering Automatic and Mutual Aid.

- 3.1 The parties will provide Automatic Aid and Mutual Aid assistance in response to the incidents described and set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference.

4. Dispatch/Response/Release Procedures.

- 4.1 At the beginning of each shift day, El Segundo, Manhattan Beach and South Bay Regional Public Communications Authority ("RCC") will communicate as to the staffing status of their respective units in accordance with this Agreement. Units will be dispatched pursuant to 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. Units shall notify RCC Dispatch when they are temporarily unavailable due to training and other staffing situations.

5. Response Areas.

- 5.1 Response areas are established per the fire station order list and run cards, in accordance with Exhibit “A” of this Agreement. Any modification to Exhibit “A” must be agreed to by both parties.

6. Customer/Patient Billing.

- 6.1 The party transporting the patient will bill the patient using the transporting City's fee structure and procedures.

7. Training/Meetings/Internal Emergencies.

- 7.1 The parties agree to temporary response area coverage. Temporary response area coverage is defined as operational response by a fire department's resources to the requesting agencies jurisdictional area for fire services for a time not greater than 24-hours.
- 7.2 An informal request can be made via a phone call from one party to requested party's Battalion Chief. An informal request will be up to four hours in duration.
- 7.3 A formal request shall be in writing via email to the requested agency's Battalion Chief and include the RCC Dispatch Supervisor. A formal request for response area coverage shall be for a duration of over four hours and not greater than 24 hours. The parties shall periodically share and update contact information for Battalion Chiefs and other critical staff, including phone numbers and email addresses.

8. Insurance.

- 8.1 Each of the parties is an authorized self-insurance public entity for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation, and Property Damage insurance obligations, and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Agreement. Either party may request that the other party furnish satisfactory evidence of the required insurance coverage upon request. Each party agrees to provide the other 30 days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

9. Workers' Compensation.

- 9.1 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.

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

1 1 . Status of the Parties.

- 11.1 The parties are acting as independent contractors wherein each is providing a service 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.

1 2 . Notices.

- 12.1 All notices required by this Agreement must be in writing and given to the Parties at the following addresses:

CITY OF EL SEGUNDO:
Fire Chief
314 Main Street
El Segundo, CA 90245

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

13. Governing Law.

- 13.1 This Agreement shall be construed in accordance with the laws of the State of California.

14. Indemnification.

- 14.1 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code 895.6, the parties hereby agree that all losses or liabilities incurred by a party in connection with this Agreement shall not be shared pro rata. Instead, pursuant to Government Code section 895.4, each party hereto agrees to fully indemnify and hold harmless the other party as set forth below.

El Segundo and Manhattan Beach (each, an "Indemnifying Agency") agree to defend, indemnify, and save harmless each other City, their respective City Councils and officers, agents and employees from any and all claims or losses arising, directly or indirectly from any and all claims, demands, liabilities, expenses and defense costs of the Indemnified Agency, and/or causes of action of any nature whatsoever, including, but not limited to, any action for injury to or death of persons, or loss of or damage to property, in any manner arising out of or connected with any act or omission attributable

to the Indemnifying Agency's performance under this Agreement. This defense and indemnification provision shall survive the termination of this Agreement.

15. Severability.

15.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. 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.

16.1 This Agreement supersedes any other agreement, 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.

17.1 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 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 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 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.

18.1 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.

19.1 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.

X _____

(Date)

Darrell George
City Manager
City of El Segundo

X _____

(Date)

Bruce Moe
City Manager
City of Manhattan Beach

X _____

(Date)

El Segundo City Attorney

X _____

(Date)

El Segundo City Clerk

X _____

(Date)

Manhattan Beach City Attorney

X _____

(Date)

Manhattan Beach City Clerk

EXHIBIT A

FRES	TYPE CODE	DESCRIPTION	PRI	CITY	RESOURCES	NOTES
A	CROWDF	OCCUPANCY CHECK	1	ESFD	E	
				MBFD	E	
B	PDASTF	POLICE ASSIST	1	ESFD	E/T	
				MBFD	BC E	
C	AIRCF	AIRCRAFT CRASH	1	ESFD	BC 2E T R	
				MBFD	BC 3E T R	
M	BRUSHF	BRUSH FIRE	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
D	ASSAUL	ASSAULT VICTIM	1	ESFD	E/T R	
				MBFD	E R A	
E	CALRMF	FIRE ALARM/COMM	1	ESFD	E/T	
				MBFD	E	
E	FINVF	INVESTIGATION	2	ESFD	E/T	
				MBFD	E	
E	FNSF	NON STRUCT FIRE	1	ESFD	E/T	WE HAVE TO ADD THE RESCUE TO THE RUN BECAUSE THE OTHER CLASS E RESPONSES ARE SINGLE ENGINE.
				MBFD	E	
E	FVEHF	VEHICLE FIRE	1	ESFD	E/T*	WE HAVE TO ADD THE RESCUE TO THE RUN BECAUSE THE OTHER CLASS E RESPONSES ARE SINGLE ENGINE.
				MBFD	E	
E	RALRMF	FIRE ALARM/RESD	1	ESFD	E/T	
				MBFD	E	

FRES	TYPE CODE	DESCRIPTION	PRI	CITY	RESOURCES	NOTES
F	VEHACC	VEHICLE ACCIDENT	1	ESFD	E T R	
				MBFD	E R A	
G	ELEV F	ELEVATOR ENTRAP	1	ESFD	E/T	
				MBFD	E	
H	HZCONF	HAZARDOUS COND.	1	ESFD	E/T	
				MBFD	E	
H	PBASTF	ASSIST PUBLIC	1	ESFD	E/T	
				MBFD	E	
I	OCEANF	OCEAN RESCUE	1	ESFD	BC E/T R	
				MBFD	BC 2E R	
M	FVHMJF	LARGE VEH FIRE	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
M	GASINF	NAT GAS LEAK IN	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
M	HAZMTF	HAZARD MATERIALS	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
M	VAULTF	VAULT FIRE	1	ESFD	BC 2E T R	
				MBFD	BC 2E R	
N	MVIF	MULTI-VICT. INC.	1	ESFD	BC 2E T 2R	
				MBFD	BC 2E R A	
O	VACMJF	MAJOR T/C W/INJ	1	ESFD	BC 2E T 2R	
				MBFD	BC 2E T R A	

FRES	TYPE CODE	DESCRIPTION	PRI	CITY	RESOURCES	NOTES
P	ROOFF	ROOF COLLAPSE	1	ESFD	BC 2E T 2R	
				MBFD	BC 2E R	
R	RESCUE	RESCUE	1	ESFD	E/T R (A IF R21)	
				MBFD	E R A	
S	STRIKF	FIRE STRIKE TEAM	1	ESFD	E	
				MBFD	E	
T	RESMNF	RESCUE MINOR	1	ESFD	R/E/T	
				MBFD	E/R A	
U	MSTRKF	MEDICAL STRIKE	1	ESFD	BC 2E 3R	
V	ASSAUM	ASSAULT VICT MAJ	1	ESFD	BC E/T R	
				MBFD	BC E/T R A	
Y	FIREF	STRUCTURE FIRE	1	ESFD	2BC 4E T R	
				MBFD	2BC 4E T R	
Y	FIREF	STRUCTURE FIRE	2	ESFD	2BC 8E 2T 2R	
				MBFD	2BC 8E 2T 2R	
Y	FIREF	STRUCTURE FIRE	3	ESFD	3BC 12E 3T 3R	
				MBFD	3BC 12E 3T 3R	
Y	FIREF	STRUCTURE FIRE	4	ESFD	4BC 16E 4T 4R	FROM REGION ONE
				MBFD	4BC 16E 4T 4R	FROM REGION ONE
Z	PLANBF	BRUSH FIRE	1	9002	E22	