

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CHINO VALLEY
INDEPENDENT FIRE DISTRICT AND CONSOLIDATED FIRE AGENCIES
(2022 Dodge Ram Ambulance)**

This Memorandum of Understanding (“MOU”) is dated this __ day of _____, 2023 (“Effective Date”) and is entered into by and between the Chino Valley Independent Fire District (the “CVIFD” or the “District”), a California fire protection district formed under the authority of the Health and Safety Code, and Consolidated Fire Agencies (the “CONFIRE”). The CVIFD and CONFIRE may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the CVIFD owns certain equipment, a 2022 Dodge Ram Ambulance (VIN# 3C7WRMCL5NG218115) (the “Equipment”) used as part of its operations; and

WHEREAS, the CVIFD desires to allow CONFIRE to use the Equipment, as it is in the best interest of public safety; and

WHEREAS, CONFIRE desires to use and operate the Equipment to serve the residents and visitors of San Bernardino County and in furtherance of public safety; and

WHEREAS, cooperation between the CVIFD and CONFIRE will promote the efficient use of public resources managed by the District; and

WHEREAS, CONFIRE’s use of the Equipment is intended to increase public safety, better serve the residents of and visitors of San Bernardino County, including the population served by CVIFD, with only incidental or nominal benefits to any private parties; and

WHEREAS, employees of each of the Parties shall at all times be subject only to the laws, regulations, and rules governing their employment, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment regardless of the use of the Equipment as contemplated by this MOU; and

WHEREAS, the CVIFD and CONFIRE execute this MOU for the purpose of formalizing the terms and conditions governing CONFIRE’s use and operation of the Equipment.

TERMS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated into this MOU by this reference.

2. Term. The term of this MOU shall commence on the Effective Date and shall continue in effect until terminated pursuant to Section 9 of this MOU.

3. Authority. Unless otherwise specified herein, all authority to act on behalf of the CVIFD pursuant to this MOU shall be exercised by Fire Chief Dave Williams, or his designee. Unless otherwise specified herein, all authority to act on behalf of the CONFIRE pursuant to this MOU shall be exercised by CONFIRE Interim Director Nathan Cooke or his designee.

4. Equipment

4.1 Equipment Use. CONFIRE shall be permitted to use, operate, and transport patients in the Equipment during the period of this MOU. CONFIRE shall at all times be subject to any federal, state-mandated, and/or any local training or other applicable requirements or responsibilities associated with the use of the Equipment contemplated by this MOU.

4.2 Use of Equipment. CONFIRE shall not permit any individual to use, operate or transport patients with the Equipment unless that individual is properly trained and authorized to do so. CONFIRE shall use the utmost care in using, operating, or transporting patients in the Equipment. If the Equipment breaks or experiences other mechanical problems while in the possession of CONFIRE, CONFIRE shall immediately notify the CVIFD in writing of the problem.

4.3 Returning Equipment. At the conclusion of this MOU, CONFIRE will return the Equipment to CVIFD, the following business day. The Equipment shall be returned with a full tank of fuel.

5. CONFIRE Responsibilities. CONFIRE shall be solely responsible for all of the following, including, without limitation, any accompanying cost or expense related to its use of the Equipment:

(a) Transporting the Equipment to and from the CVIFD facilities housing the Equipment.

(b) Performing routine inspections and minor maintenance on Equipment when used by CONFIRE, including, but not limited to, oil, mechanical fluids, operations, fuel, and safety checks.

(c) Providing satisfactory proof of liability or other insurance of the types and in the amounts as required by this MOU.

(d) Bearing sole and absolute responsibility for any and all damage to the Equipment occurring while in possession and control of CONFIRE, customary wear and tear

excepted. CONFIRE shall pay the CVIFD for any and all costs associated with repairing damage to the Equipment occurring while in the possession or control of CONFIRE if demanded in writing by the CVIFD, customary wear and tear excepted. CONFIRE shall make such payment within thirty (30) days of a written invoice accounting for such costs of repair.

(e) Storing Equipment overnight at secure facilities owned and controlled by CONFIRE, or one of CONFIRE's Member Agencies, when such storage is otherwise requested by the CVIFD, or when such storage is convenient to CONFIRE and approved in advance by the CVIFD.

6. Costs.

(a) CONFIRE shall pay CVIFD \$7.18 per hour for the use of Ambulance with Basic Life Support (BLS) Equipment contemplated under Section 4 herein, which is inclusive of all fees associated with Equipment, including ambulance, radios, annual maintenance, and ancillary costs on a five-year depreciation schedule, for every hour the Equipment is in service by CONFIRE - using, operating and/or transporting patients. The Parties to this MOU agree the inclusive hourly rate within this Section reflects the reasonable cost of providing the Equipment, factored into a yearly cost and then divided into monthly, daily, and finally an hourly cost of \$7.18 per hour for a BLS equipped ambulance. In the event that the ambulance and equipment need to be outfitted with Advanced Life Support (ALS) equipment, CONFIRE shall pay CVIFD \$8.88 per hour. CONFIRE shall keep detailed logs of any and all use of the Equipment, and provide monthly updates on the use of the Equipment to CVIFD. Based upon those logs, CVIFD shall submit a written invoice, and CONFIRE shall make such payment within thirty (30) days of receipt of that written invoice from CVIFD.

(b) CONFIRE will compensate CVIFD for any and all costs related to the responsibilities listed in Section 5(d) of this MOU.

7. Indemnification. To the extent permitted by law, CONFIRE (the "Indemnifying Party") shall defend, indemnify and hold the CVIFD (the "Indemnified Party") and its directors, officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, including reasonable attorneys' fees and other related costs, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, errors, omissions or willful misconduct of the Indemnifying Party, its officials, officers, employees, agents, and volunteers arising out of or in connection with the use, operation or transportation of the Equipment, or this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of the Indemnified Party. The Indemnifying Party shall defend, at the Indemnifying Party's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Party and its directors, officials, officers, employees, and volunteers, with counsel approved by the Indemnified Party. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Party and its directors, officials, officers, employees, and volunteers, in

any such suit, action or other legal proceeding. The Indemnifying Party shall reimburse the Indemnified Party and its directors, officials, officers, employees, and volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Party or its directors, officials, officers, employees, and volunteers. This indemnity provision shall survive the termination of this MOU.

8. Insurance.

8.1 Time for Compliance. CONFIRE shall not use, operate or transport patients in the Equipment under this MOU unless and until it has provided evidence satisfactory to the CVIFD that it has secured all insurance required in this MOU, or that it is self-insured to the satisfaction of the CVIFD.

8.2 Minimum Requirements. CONFIRE shall, at its expense, procure and maintain for the duration of this MOU insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by CONFIRE, its directors, officials, officers, employees, and volunteers. Such insurance shall meet at least the following minimum levels of coverage, or CONFIRE shall be self-insured to the satisfaction of the CVIFD:

(a) Minimum Limits of Insurance. CONFIRE shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this MOU or the general aggregate limit shall be twice the required occurrence limit. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Employer's Liability will be carried by the Member Agency that employs the individual(s) using, operating and/or transporting patients in the Equipment.

(b) Endorsements. Each policy shall be endorsed to state that: (1) the CVIFD and its directors, officials, officers, employees, and volunteers shall be covered as additional insured with respect to the use, operation or transport of patients within the Equipment, performed by or on behalf of CONFIRE; and (2) the insurance coverage shall be primary insurance as respects the CVIFD and its directors, officials, officers, employees, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of CVIFD's scheduled underlying coverage. Any insurance or self-insurance maintained by the CVIFD and its directors, officials, officers, employees, and volunteers shall be excess of such insurance obtained by CONFIRE or a Member Agency and shall not be called upon to contribute in any way. The insurer shall agree to waive all

rights of subrogation against the CVIFD and its directors, officials, officers, employees, and volunteers for losses paid under the terms of the insurance policy which arise from the use, operation or transport of patients in the Equipment by CONFIRE. Each insurance policy shall also be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CVIFD as applicable; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the CVIFD and its directors, officials, officers, employees and volunteers. There shall be no cross-liability exclusion for claims or suits by one insured against another. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance.

9. Termination. This MOU shall be effective as of the Effective Date and shall continue until terminated by either Party by giving at least thirty (30) days advance written notice of the effective date of termination.

10. Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below, but each Party may change the address by written notice to the other Party. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing:

If to the District:	Chino Valley Independent Fire District 14011 City Center Dr. Chino Hills, CA 91709 Attn: Fire Chief Dave Williams
---------------------	--

If to CONFIRE:	CONFIRE 1743 Miro Way Rialto, CA 92376 Attn: Interim Director Nathan Cooke
----------------	---

11. Miscellaneous Terms

11.1 Representations and Warranties. The CVIFD and the CONFIRE have all requisite power and authority to execute and perform this MOU. Each person executing this MOU warrants that he or she has the legal power, right, and authority to execute this MOU and bind his or her respective Party.

11.2 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in San Bernardino County.

11.3 Relationship of the Parties. Nothing contained in this MOU shall be construed as creating a joint venture, partnership or any other similar arrangement between the Parties. No Party to this MOU shall be deemed to be a representative, an agent or an employee of the other Party. Unless otherwise expressly specified in this MOU, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of the other Party.

11.4 Waiver. No Party shall be deemed to have waived any provision of this MOU unless such waiver is in writing and signed by such Party.

11.5 Legal Compliance. The Parties shall comply with all of applicable Federal, State and local laws and regulations related to the transactions set forth in or referenced by this MOU.

11.6 No Third-Party Beneficiary. No claim as a third-party beneficiary under this MOU by any person, corporation or any other entity, shall be made or be valid against the CVIFD or CONFIRE.

11.7 Headings. The section headings used in this MOU are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of this MOU.

11.8 Entire MOU. This MOU constitutes the entire agreement between the Parties with respect to the matters herein and shall supersede and replace any and all other prior understandings, correspondence and agreements, oral or written, between the Parties. No change, amendment or modification of this MOU shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by all Parties.

11.9 Assignment or Transfer. CONFIRE shall not assign, hypothecate or transfer, either directly or by operation of law, this MOU or any interest herein without the prior written consent of the CVIFD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.10 Binding Effect. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

11.11 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

11.12 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.

11.13 Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

**SIGNATURE PAGE TO
LETTER OF INTENT BETWEEN THE CHINO VALLEY INDEPENDENT FIRE
DISTRICT AND THE APPLE VALLEY FIRE PROTECTION DISTRICT REGARDING
EQUIPMENT LEASING**

IN WITNESS WHEREOF, the Parties have executed this Letter of Intent for Equipment Leasing as of the date first indicated above.

**CHINO VALLEY INDEPENDENT FIRE
DISTRICT**

CONFIRE (DEPARTMENT)

By: _____
Dave Williams, Fire Chief

By: _____
Nathan Cooke, Interim Director

Date: _____

Date: _____