

EMPLOYEE LOANING AGREEMENT

This EMPLOYEE LOANING AGREEMENT (“Agreement”), approved as of _____, 2024 (the “Effective Date”), is made and entered into between Chino Valley Independent Fire District, a California fire protection district (“CVIFD”), and the Consolidated Fire Agencies Joint Powers Authority, a California Joint Powers Authority (“CONFIRE”). CVIFD and CONFIRE are each referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, CVIFD is a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code § 13800, et seq.); and

WHEREAS, CONFIRE is a Joint Powers Authority existing pursuant to Government Code section 6500 et seq., of the State of California, of which CVIFD is a member; and

WHEREAS, CVIFD and CONFIRE each employ individuals that are experienced, competent, and qualified to provide a variety of services to the other Party; and

WHEREAS, CVIFD has entered into a Joint Exercise of Powers Agreement (“JPA Agreement”) by which CONFIRE provides for the joint administration of its member agencies, including staffing and infrastructure, in order to obtain a cost-effective means of providing dispatch services to member agencies; and

WHEREAS, on December 5, 2023, the San Bernardino County Board of Supervisors approved a contract by which CONFIRE is to provide ground ambulance services, including Advanced Life Support, Basic Life Support, Critical Care Transport, and Interfacility Transport services to 11 designated Exclusive Operating Areas (EOAs), that includes EOAs: 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, 12a, also known as the Comprehensive Service area within the County (“County Ambulance Services”); and

WHEREAS CONFIRE will provide those contracted County Ambulance Services from October 1, 2024 through September 30, 2029, unless extended; and

WHEREAS, in order to achieve the purpose set forth in the JPA Agreement and more specifically to assist with the initial implementation of the County Ambulance Services agreement, CVIFD desires to loan CONFIRE an employee, to perform certain services in accordance with the provisions of this agreement; and

WHEREAS, the purpose of this Agreement is to establish the terms under which CVIFD shall loan an employee to CONFIRE and to allocate the costs and potential liabilities of the Parties in carrying out this Agreement; and

WHEREAS, it is the intent of the Parties that, insofar as possible, CONFIRE shall bear

its fair share of the costs that are incurred by CVIFD for the maintenance of the personnel, materials, equipment, and other services and supplies to provide the loaned employee to CONFIRE, at the levels specified in this Agreement; and

WHEREAS, it is also the intent of the Parties that any liabilities by the Parties arising out of the provision of services provided by the loaned employee to CONFIRE under this Agreement be allocated to and borne by CONFIRE.

NOW, THEREFORE, BE IT RESOLVED, that in consideration for the promises and the mutual agreements of the Parties contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Loaned Employee; Services to be Performed.** CVIFD agrees to loan to CONFIRE certain employees on the following terms and conditions:

(a) **Identification of Loaned Employee.** The loaned employee to CONFIRE will be Dean Smith, who will service for a period of up to one (1) year from the Effective Date (“Loaned Employee”).

(b) **Services.** The Loaned Employee will perform functions comparable to those services the Loaned Employee performs for CVIFD, specifically focusing on the original implementation of CONFIRE’s County Ambulances Services to be provided to San Bernardino County (the “Services”). The Loaned Employee will perform the Services in a professional manner.

2. **CVIFD Responsibilities.**

(a) **Loaned Employee Compensation and Benefits.** CVIFD shall continue to be financially responsible and operationally responsible for meeting payroll and providing compensation and employee benefits and the associated personnel, payroll and benefit administration services for the Loaned Employee providing Services to CONFIRE. In furtherance of the foregoing, CVIFD shall:

(i) Properly secure coverage for workers’ compensation coverage for the Loaned Employee while they are performing Services pursuant to this Agreement;

(ii) Be fully responsible for payment of all payroll, payroll taxes, collection of taxes, unemployment insurance, and other administrative functions customarily performed by an employer and required under applicable federal, state, or local laws; and

(iii) Without regard to payment by CONFIRE, assume such responsibilities as are required by applicable federal, state, and local wage and hour laws for payment of wages to the Loaned Employee.

(b) **Additional Responsibilities.** In addition, CVIFD shall be responsible for:

(i) Notifying Loaned Employee of their assignment to provide services to CONFIRE and complying with any applicable provisions of any collective bargaining agreement or other employment agreements, policies or rules;

(ii) Notifying CONFIRE immediately upon the release, termination or cessation of employment of Loaned Employee;

(iii) Promulgating and administering employment and safety policies and ensuring safe working conditions in respect to CVIFD's premises, facility and equipment;

(iv) Disciplining, replacing, and terminating the employment of the Loaned Employee and designating the date of separation from employment;

(v) Rewarding, promoting, reassigning, and determining the wages, hours, terms, and conditions of employment of the Loaned Employee;

(vi) Resolving and deciding grievances and disputes of the Loaned Employee;

(vii) Managing workers' compensation claims, claim filings, and related procedures; and

(viii) On a monthly basis calculating the direct costs of the Loaned Employee it loaned to CONFIRE and sending a bill to CONFIRE for those costs, pursuant to Section 4 of this Agreement.

3. **CONFIRE Responsibilities.** CONFIRE shall be responsible for:

(a) Ensuring that it complies with all wage and hour laws, including the Fair Labor Standards Act, any regulations set forth by the Occupational Safety and Health Administration ("OSHA"), Cal OSHA, and any and all other laws and regulations applicable to workplace administration and safety with respect to the terms and conditions under which the Loaned Employee shall work. This includes, without limitation, compliance with meal and rest periods as required by applicable federal, state, and local labor laws and compliance with timecard reporting;

(b) Providing the personnel necessary for effective communication with CVIFD;

(c) Notifying CVIFD immediately if there are concerns with the performance of Loaned Employee of the duties specified in this Agreement;

(d) Promulgating and administering employment and safety policies and ensuring safe working conditions in respect to CONFIRE's premises, facility and equipment;

(e) Keeping accurate records regarding the Loaned Employee's work for the purposes of computing and making provisions for CONFIRE's payment of the costs for the services provided by Loaned Employee; and

(f) Providing payment to CVIFD pursuant to Section 4 of this Agreement.

4. **Terms of Payment.**

(a) As payment for Services described herein, CONFIRE agrees to cover the direct costs of the Loaned Employee including, without limitation, the costs of benefits, any employment taxes, and total gross wages paid to the Loaned Employee as part of the Loaned Employee's regular payroll. The fully burdened rate for Loaned Employee in his current position as an Acting Administrative Deputy Chief is \$187.27/hour; \$32,459.50/month. This rate may change based on a change in the actual direct costs of the Loaned Employee, including if Loaned Employee is no longer serving in his Acting capacity. CVIFD will provide advance notice of any rate changes.

(b) CVIFD shall bill the costs of employing its Loaned Employee to CONFIRE on a monthly basis. CONFIRE shall reimburse CVIFD for the costs of employing the Loaned Employee within thirty (30) days of receiving the bill.

(c) CVIFD shall continue to be financially and operationally responsible for meeting payroll and providing compensation and employee benefits and the associated personnel, payroll, and benefit administration services for the Loaned Employee performing work under this Agreement for CONFIRE in accordance with applicable federal, state, and local laws, including but not limited to, collection, reporting, and payment of all applicable federal, state, and local payroll taxes, unemployment and disability insurance withholding, administration of workers compensation programs, maintenance of payroll benefit and safety records; and compliance with the Immigration Reform and Control Act of 1986. Loaned Employee, assigned to perform duties for CONFIRE, shall in no way be considered an employee of CONFIRE for the purpose of accruing any benefits afforded to CONFIRE employees.

5. **Employment Relationship.**

(a) Nothing in this Agreement shall confer upon any employee of CVIFD any rights or remedies, including any right to employment with CONFIRE. Each Party hereto intends that this Agreement does not benefit or create any right or cause of action in or on behalf of any party other than the Parties. Neither CVIFD nor any of CVIFD's employees shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.

(b) Loaned Employee shall be and remain employees of CVIFD and shall at all times be subject to the direction, supervision, and control of CVIFD.

(c) CONFIRE shall have no right to discharge Loaned Employee from employment with CVIFD. However, CONFIRE may, upon fifteen (15) days prior notice request that CVIFD

replace Loaned Employee with another CVIFD employee to provide the services provided in this Agreement. Furthermore, either Party may terminate this Agreement and therefore, all Loaned Employee Services by providing the notice required in Section 7 of this Agreement.

6. **Allocation of Liabilities, Insurance, and Indemnification.** The Parties recognize that under Government Code section 895, et seq., they are jointly and severally liable for liabilities arising out of the Services of the Loaned Employees; however, this Agreement may provide for indemnification and rights of contribution which effectively allocate such potential liabilities.

(a) **Indemnification.** CONFIRE agrees to defend, indemnify, and hold harmless CVIFD for liabilities to third parties incurred by CVIFD arising out of the Services provided by Loaned Employee to CONFIRE under this Agreement, to the extent not covered by any liability by the Parties pursuant to this Agreement or workers compensation insurance maintained by CVIFD.

(b) **Liability Insurance.** The Parties agree that CONFIRE's liability insurance shall be primary and CVIFD's liability insurance shall be secondary regarding claims or liabilities arising out of the Services provided by Loaned Employee loaned to CONFIRE by CVIFD. CONFIRE shall ensure that it has sufficient liability insurance to cover the Services of the Loaned Employee. Both Parties acknowledge that their liability insurance will cover the activities of Loaned Employee while they are performing duties pursuant to this Agreement. The Parties should contact their respective insurance companies to confirm this. However, as stated above, Loaned Employee remains an employee of CVIFD and any and all claims for Workers' Compensation coverage or benefits shall be covered by CVIFD's insurance.

7. **Term and Termination.** This Agreement shall begin on the Effective Date and shall continue for a maximum of one year or until terminated by either Party. Either Party may terminate this Agreement, by providing the other Party with at least thirty (30) days written notice.

8. **Amendment.** This Agreement may not be modified in any manner other than by an agreement in writing signed by the Parties.

9. **Entire Agreement.** This Agreement comprises the entire integrated understanding between CVIFD and CONFIRE concerning the subject matter of this Agreement and it supersedes all prior negotiations, representations, agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

10. **Agreement Binding on Successors.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns, and it is not intended to create any obligations to, or rights in respect of, any person other than the Parties and their respective successors and assigns.

11. **Governing Law.** The interpretation, validity, and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflicts of laws principles thereof. The Parties shall be responsible for complying

with all federal, state, and local laws whether or not said laws are expressly stated or referred to herein.

12. **Notices.** Any notice required or permitted under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

To CONFIRE:
Consolidated Fire Agencies
Attn: Nathan Cooke, Acting Director
1743 Miro Way
Rialto, CA 92376

To CVFID:
Chino Valley Independent Fire District
Attn: Dave Williams, Fire Chief
14011 City Center Drive
Chino Hills, CA 91709

13. **Counterparts.** This Agreement may be executed in the original or in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

14. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Rainbow and Fallbrook.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives as of the Effective Date.

**CONSOLIDATED FIRE AGENCIES JOINT
POWERS AUTHORITY**

By: _____
Name: _____
Title: _____

**CHINO VALLEY INDEPENDENT FIRE
DISTRICT**

By: _____
Name: _____
Title: _____