

**TEMPORARY EQUIPMENT LOAN AGREEMENT
BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
CHINO VALLEY FIRE DISTRICT**

This agreement is made and entered into by and between the San Bernardino County Fire Protection District (hereinafter referred to as "SBCFPD") and the Chino Valley Fire District (hereinafter referred to as "CVFD").

WHEREAS, Chino Valley Fire District is in urgent need of an ambulance and San Bernardino County will experience a significant ambulance drawdown from July 2, 2021 through July 13, 2021; and

WHEREAS, Chino Valley Fire District has requested to temporarily borrow a Ambulance from SBCFPD from July 2, 2021 through July 13, 2021; and

WHEREAS, the Chairman of the Board of Supervisors on March 10, 2020 originally proclaimed an emergency resulting from the COVID-19 pandemic, and such emergency has been regularly continued by the San Bernardino County Board of Supervisors; and

WHEREAS, the Director of Emergency Services is authorized under County Code section 21.0105 to loan equipment to CVFD.

NOW THEREFORE, it is agreed as follows:

A. GENERAL PROVISIONS:

1. SBCFPD agrees to provide Chino Valley Fire District a Type 2 Ambulance as a one-time loan from July 2, 2021 through July 13, 2021 at no cost to CVFD.
2. SBCFPD and CVFD agree to perform a pre-inspection of the apparatus prior to delivery of the apparatus to CVFD.
3. CVFD agrees to provide fuel, maintenance and normal wear and tear repairs associated with the apparatus while under the care of CVFD.
4. CVFD agrees to immediately notify SBCFPD's on-duty West Valley Battalion Chief of any mechanical issues that may arise with the apparatus during the course of the Agreement.
5. CVFD agrees to return SBCFPD's apparatus upon completion of repairs to CVFD's apparatus.
6. Both parties agree to perform a post-inspection upon return of the apparatus to SBCFPD.

B. INDEMNIFICATION:

CVFD agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CVFD indemnification obligation applies to SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.

C. INSURANCE:

1. CVFD shall maintain in force, during the term of this agreement, a policy of general liability insurance and automobile liability insurance, including coverage of bodily injury liability and property damage liability in an amount not less than \$1 million per occurrence to protect against liabilities that may arise out of the performance of the term, conditions or obligations of this Agreement.
2. SBCFPD is an authorized self-insurance public entity for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrants that through its respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions or obligations of this Agreement.

D. TERM:

1. The term of this Agreement is from July 2, 2021 through July 13, 2021.
2. Either party may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof.

E. VENUE:

The venue of any action or claim brought by any party to the Agreement will be in San Bernardino County. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

F. ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

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G. CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the SBCFPD and the CVFD have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

▶ 

Leonard X. Hernandez, Chief Executive Officer
Director of Emergency Services

Dated : _____
7/2/2021

CHINO VALLEY FIRE DISTRICT

(Print or type name of corporation, company, contractor, etc.)

By ▶ _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated : _____

Address _____

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SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

CHINO VALLEY FIRE DISTRICT

(Print or type name of corporation, company, contractor, etc.)

B
y 

(Authorized signature - sign in blue ink)

Leonard X. Hernandez, Chief Executive Officer
Director of Emergency Services

Date: _____

Name: DAVE WILLIAMS

(Print or type name of person signing contract)

Title: DEPUTY CHIEF

(Print or Type)

Date: 7.2.2021

Address: 14011 CITY CENTER DR.
CHINO HILLS CA 91709