

**PERSONNEL COOPERATION AGREEMENT
CITIES OF MALIBU AND FRESNO COUNTY
(TEMPORARY PERSONNEL ASSISTANCE)**

This Agreement is made this 8th day of July 2025, by and between the City of Malibu (“Malibu”) and the County of Fresno (“Lending Agency”), both California municipal corporations and general law cities (hereinafter referred to individually as a “party” and collectively as the “parties”).

R E C I T A L S

- A. Each of the parties operates a city or county municipal government. Due to the Palisades Fire and other fires in and near Malibu, there is limited personnel available to adequately cover all government needs. These limitations cannot be resolved with in-house resources.
- B. The purpose of this agreement is to allow Malibu to maintain necessary minimum staffing levels by sharing resources and utilizing temporary personnel from Lending Agency.
- C. Lending Agency is willing to make its personnel resources available to Malibu during and after the Palisades Fire in the interest of providing support to a fellow municipality during a time of great need.
- D. This Agreement will facilitate the foregoing and will be to the mutual interest and advantage of both Parties.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions set forth below, the parties agree as follows:

1. Personnel Assistance. Each party will develop its own respective internal policy to determine when and if Malibu can request and receive personnel assistance as described herein. Requests shall be made only when in-house personnel are unavailable and Malibu cannot satisfy its minimum staffing requirements as determined by the Acting City Manager or his/her designee. In-house personnel shall be classified as “unavailable” as determined by the City Manager or his/her designee. Requests shall be made with as much advance notice as is reasonably possible. When a Lending Agency is asked to provide assistance pursuant to this Agreement, it shall exercise its best efforts to provide aid subject to fulfilling its obligations to its own constituents. This Agreement does not create an obligation to provide assistance. Each party understands and acknowledges that while employees of Lending Agency (“Guest Personnel”) are providing services for Malibu, the Guest Personnel shall perform any assignments according to the rules and requirements of Malibu and under the direction of Malibu leadership. Each party further understands that Malibu has the right to reasonably reject or decline any particular Guest Personnel.

Guest Personnel shall be identified in writing by Lending Agency, and approved by the Acting City Manager of Malibu, or his/her designee, in advance of performing work for Malibu. All assignments will be given to Guest Personnel by the Acting Malibu City Manager, or his/her designee.

2. Cost Reimbursement. Malibu agrees to pay Lending Agency the direct cost of the Guest Personnel to Lending Agency at their then current hourly rate of compensation—the direct cost shall include only the unencumbered normal salary and shall not include the cost of any benefits or other payments or contributions. Payment shall be made within sixty (60) days of receipt of an invoice or as otherwise mutually agreed by the parties. Further, Malibu agrees to pay the mileage incurred by the Guest Personnel at current IRS rates and any costs for reasonable meals, hotel or lodging accommodations incurred as a result of performing Guest Personnel duties on behalf of Malibu. The total of such costs shall not exceed \$100 per day (\$300/day if hotel is required) unless written pre-approval is received. Reimbursement is contingent upon Lending Agency providing documentation sufficient for the City to receive reimbursement from California and Federal agencies.

Malibu shall not be liable or responsible for payment of any benefits of any kind to, or on behalf of, the Guest Personnel. Malibu shall not be responsible for any compensation, costs, benefits, expenses or emoluments of any kind related to the work performed by Guest Personnel, other than described above in this Section.

3. Term of Agreement. This Agreement is effective as of January 7, 2025, and shall remain in effect until terminated by either party. Either party may terminate this Agreement for convenience and without cause by giving the other party thirty (30) days' written notice of termination.

4. Status and Hours. Guest Personnel, while providing services for Malibu within the course and scope of the direction given to them by Malibu, shall be considered employees of Malibu for purposes of liability coverages only. Guest Personnel shall work not more than a combined 9 hours per day, and in no case for more than a total of 40 hours during a five day work period.

5. Status of the Parties. The parties are acting as independent contractors wherein each is providing a service in the nature of mutual assistance to the other. Each Guest Personnel shall remain in the fulltime employ of his or her respective employer, that Malibu shall not be deemed a dual employer of the guest personnel, and that Malibu shall have no liability for direct payment to any Guest Personnel for any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for Malibu.

6. Modification. This Agreement may be modified only by a written agreement executed by the parties.

7. Assignment. The parties understand that their unique status as public entities is the sole inducement 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 this Agreement. Any attempt to assign or transfer any portion of this Agreement will be void.

8. Notices. All notices required by this Agreement must be in writing and given to the Parties at the following addresses:

CITY OF MALIBU:

Candace Bond
Interim City Manager
23825 Stuart Ranch Road
Malibu, CA 90265

COUNTY OF FRESNO:

Daniel Lynch
Division Manager, Emergency Services
1221 Fulton Street
Fresno, CA 93721

9. California Law. This Agreement shall be construed in accordance with the laws of the State of California.

10. Indemnification/Liability. Malibu shall indemnify and hold harmless and defend the Lending Agency (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the Lending Agency, Malibu, or any third party that arise from or relate to the performance or failure to perform by the Lending Agency (or any of its officers, agents, subcontractors, or employees) under this Agreement. The Lending Agency may conduct or participate in its own defense without affecting Malibu's obligation to indemnify and hold harmless or defend the Lending Agency. Malibu shall not be liable for the conduct of Guest Personnel while they are not performing duties for Malibu within the course and scope of employment. This section survives the termination of this Agreement.

11. 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.

12. 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 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.

13. Dispute Resolution. 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 twenty (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 thirty (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 sixty (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 rata 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.

14. Third Party Beneficiaries. 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.

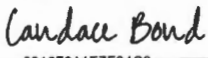
15. Counterparts. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

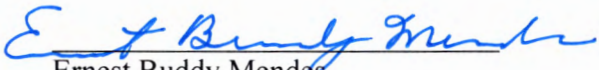
16. Interpretation. This agreement shall be deemed to have been entered into, and shall be construed and enforced in accordance with, the laws of the State of California as applied to contracts made and to be performed entirely within California. The Agreement shall be construed without regard as to who drafted it and shall be interpreted as though all parties hereto participated equally in the drafting of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CITY OF MALIBU

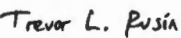
COUNTY OF FRESNO


Signed by:

09167814E7F84C8
Candace Bond
Interim City Manager


Ernest Buddy Mendes
Chairman of the County of Fresno Board of
Supervisors

Approved as to form:

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

Signed by:

07B770AC92A2429
Trevor Rusin
City of Malibu
Interim City Attorney

By  Deputy