

**AGREEMENT FOR
TEMPORARY TRANSFER OF VEHICULAR EQUIPMENT-TYPE III ENGINE**

THIS AGREEMENT, entered into this 23rd day of November, 2020, by and between the **STATE OF CALIFORNIA** acting by and between its duly appointed, qualified and acting Director of the Governor's Office of Emergency Services, hereinafter called the "STATE," and the Riverside City Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "TRANSFeree",

W I T N E S S E T H:

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. The **STATE** hereby transfers possession to **TRANSFeree** and **TRANSFeree** hereby accepts possession from **STATE** of the fire apparatus and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing June 20, 2018, for the following all-risk events, emergency incidents, civil defense, and disaster purposes, namely:

Mutual aid, multiple alarm events and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, parades and displays, training of regular, volunteer and auxiliary firefighters and temporary standby for assignee's regular apparatus and the regular apparatus of other departments while out of service for repairs.

a. Vehicle Description: 2021 ITL/BMModel 34
Vehicle Designation: 6314
Vehicle License Number: 1611671
Vehicle Identification Number: 3HAEETAR2ML190636
Value of Vehicle: \$242,000.00
Value of Hose and Appliances: \$30,000.00

b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **STATE** and **TRANSFeree** be changed during the term of this agreement, utilizing property accountability procedures established or approved by the State.

2. Housing, Maintenance, Repair and Replacement. During the term of this transfer, **TRANSFeree** agrees to adequately house in a enclosed secure structure, staff, operate, maintain and repair (consistent with section 2 b.) said fire apparatus and equipment (hereinafter collectively referred to as "the apparatus" except where it is desired to refer to equipment alone, in which case the term "equipment" is used) at its sole cost and expense, save as otherwise expressly provided in this agreement. Apparatus shall be housed on property of the **TRANSFeree** in a manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **TRANSFeree**. Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission, differential and all running gears, brake and exhaust systems, cooling devices

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including radiator, pump packing, equipment assigned to apparatus and so forth.

a. Repairs to the extent of \$100.00 for each individual item of repair shall be the responsibility of **TRANSFeree**.

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of **STATE** on a \$100.00 deductible basis, unless in the judgment of the **STATE** the same results from misuse or negligence on the part of **TRANSFeree** in the maintenance or use of the apparatus, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of **TRANSFeree**. In no event shall **TRANSFeree** arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of **STATE** or **TRANSFeree**, without first obtaining authorization in writing from the Governor's Office of Emergency Services, Fire and Rescue Division.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **STATE**, save to the extent **STATE** deems damage thereto to be the result of negligence or misuse on the part of **TRANSFeree**, in which event **TRANSFeree** will bear such portion of the replacement cost thereof as the **STATE** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained by the Governor's Office of Emergency Services, Fire and Rescue Division prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to Cal OES Fire and Rescue Division Operations Bulletin # 18, which is here by incorporated into this agreement by reference. The Transferee shall replace the out of service CAL OES apparatus with a Type III engine from the transferee's fleet during the time that the CAL OES apparatus is out of service. The temporary engine must meet the typing requirements identified in FIRESCOPE 420-1 and the California Fire Assistance Agreement Exhibit B.

e. Repair or replacement of the apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **STATE** has dispatched or directed the dispatch of said apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **STATE** has reassigned said apparatus pursuant to the provisions of paragraph 10 of this agreement, shall be the responsibility of **STATE**, providing that any such loss or damage is due to the negligence of **TRANSFeree** under such circumstances, **TRANSFeree** shall be liable therefore to the extent that the **STATE** deems equitable. **TRANSFeree** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been consumed, lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

3. Inspection of Apparatus. **TRANSFeree** agrees that representatives of the Governor's Office of Emergency Services, Fire and Rescue Division and other authorized State personnel may inspect the apparatus at any time

4. Staffing. Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said apparatus. The **TRANSFeree** shall provide personnel to staff the assigned apparatus per FIRESCOPE ICS standards with the expectation of staffing with four trained fire personnel for out of county assignments. The Cal

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OES engine may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing Cal OES apparatus, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow

the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by Cal OES.

5. Personal Protective Equipment (PPE) and Specialized Equipment. In addition to providing the standard complement of firefighting PPE, it shall be the TRANSFEREE'S responsibility to provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and California Title 8. This shall include, but not be limited to, one Traffic Vest (ANSI / ISEA 207) for each seating position. In addition, we recommend chainsaw chaps be provided.

6. Training. Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1 (August 2002 version). Personnel staffing Cal OES Type III engines will include the following qualifications: company officer (Engine Boss/ENGB), apparatus operator (engineer), and firefighter (FFT1 or FFT2). Assignees agree to participate in an off-road train-the-trainer course and to adopt an off-road training program for their respective agencies.

7. Dispatching. All movement of the apparatus shall be handled through the official dispatching channels of TRANSFEREE. TRANSFEREE dispatchers will recognize and act on all official requests for movement of the apparatus in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. STATE reserves the right to dispatch, direct the dispatch of, or temporarily reassign the said apparatus and equipment whenever, in the opinion of the Director of the Governor's Office of Emergency Services, their representatives or Operational Area and Regional Fire and Rescue Coordinators, such equipment and apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the STATE.

8. Mutual Aid Response. Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

9. Reimbursable Response. Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

10. Temporary Use. TRANSFEREE shall be permitted to use their assigned apparatus for temporary cover of fire stations when emergency conditions warrant, or when regular apparatus is out of service for repairs. In either case the ASSIGNEE shall immediately notify the Operational Area Dispatch Center. The ASSIGNEE further agrees that Cover-in or Standby of said fire apparatus exceeding 90 days is at the discretion of the STATE

11. Temporary Transfer.

a. An assignment of the apparatus or any portion thereof by TRANSFEREE for any

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period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire and Rescue Coordinator and the STATE, providing that at the time such apparatus is received, such assignee furnish **TRANSFeree** and STATE a

letter to the effect that he assumes all obligations and criteria of **TRANSFeree** with respect to such apparatus under this agreement during the period of assignment, including insurance coverage in accordance with Paragraph 13 or 14, as appropriate. Any assignment by **TRANSFeree** for a period of more than seven consecutive days shall be subject to authorization by the STATE and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment", with the agency requesting the transfer.

b. Whenever apparatus is assigned in accordance with the provisions of this paragraph, regular **TRANSFeree** shall be relieved of its obligations under this agreement during such period of assignment.

c. Complete a written Temporary Cal OES Apparatus Assignment Record, Exhibit "B". The **TRANSFeree** will retain one copy, the Temporary Assignee will retain one copy, and one copy will be forwarded to the Governor's Office of Emergency Services Fire and Rescue Division.

12. Reports and Records. **TRANSFeree** shall maintain daily and monthly reports on the details of Apparatus Use on OES F-101 Form. A Smoke Opacity Test, Pump Test, and Hose Test, and Ladder Test shall be completed annually. Written results of all tests and reports shall be forwarded to the Governor's Office of Emergency Services, Fire and Rescue Division, by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

13. Report of Accidents. **TRANSFeree** shall immediately notify Cal OES Fire and Rescue following any and all accidents involving this apparatus. It shall be the responsibility of **TRANSFeree** to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the **TRANSFeree** and the original and four copies forwarded to the Governor's Office of Emergency Services.

14. Insurance Protection. (Non- State Agencies)

a. **TRANSFeree** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFeree** and the STATE for liability and/or property damage with a combined single limit of 1,000,000.00 per occurrence, by means of a Certificate of Insurance naming State of California as Additional Insured. Said certificate shall contain an agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the STATE and that the STATE is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number and Cal OES unit number.

b. In the event the **TRANSFeree** is self-insured, **TRANSFeree** in lieu of a certificate of insurance shall furnish the STATE a written statement of such fact. In such event **TRANSFeree** agrees to hold the STATE harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the apparatus under the terms

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of this agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The STATE will be named as a loss payee. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

15. Insurance Protection. (State Agencies) Any insurance necessary for coverage of the apparatus shall be the sole responsibility of the department having custody of the vehicle. TRANSFEREE agrees to report apparatus as being under its control to the Insurance Officer, Department of General Services.

16. Termination of Agreement.

a. Either party may terminate this agreement upon 14 days written notice to other party, or TRANSFEREE may relinquish or STATE may repossess any portion of the apparatus upon like notice to the other party, except that STATE may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this agreement.

b. Upon the termination of this agreement, TRANSFEREE agrees to return said apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which he has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the STATE or replaced by TRANSFEREE, it is mutually agreed that no amendment to this agreement need be made at the time of the change; provided however, at the termination of this agreement a complete reconciliation of all equipment will be made. TRANSFEREE further agrees that all replacements for equipment or apparatus will be made with identical or substantially like items as approved by the STATE.

d. Nothing in this agreement shall be construed to create a new property interest or right of action for the TRANSFEREE.

17. Unauthorized Use of Cal OES Apparatus and Equipment. Use of this apparatus other than as specified in paragraph 1 will be considered a breach of this agreement

18. Use of Radio Equipment

a. STATE will furnish at STATE'S sole cost, radio equipment installed in the apparatus to be operated on the following frequencies: 151.145 - 170.925.

b. STATE agrees to maintain said equipment without cost to TRANSFEREE.

c. The TRANSFEREE agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

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d. Ownership of said equipment is in the **STATE**, and all applications to the Federal Communications Commission seeking authority to add, modify or replace radio equipment covered by this agreement shall be made by and in the name of the State of California. To activate this agreement and in compliance with the control requirements of the Communications

Act of 1934, as amended, the **STATE** hereby deputizes the Chief of the agency of said **TRANSFEREE**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in paragraph "c" above.

e. **STATE** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the performance of this agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

19. All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **TRANSFEREE** at Riverside City Fire Department, 3401 University Avenue, Riverside, CA 92501, and to the **STATE** at Governor's Office of Emergency Services, Fire and Rescue Division, 3650 Schriever Ave., Mather, CA 95655. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

20. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

21. The **STATE** may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this agreement that apparatus and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

IN WITNESS WHEREOF the parties hereto have executed this agreement upon the date first above written.

TRANSFEREE:

Approved as to Form

Elliot Min
Elliot H. Min
Deputy City Attorney

Riverside City Fire Department

By La Wayne Hearn
La Wayne Hearn, Deputy Chief

STATE OF CALIFORNIA:

Mark S. Ghilarducci
Mark S. Ghilarducci
Director
Governor's Office of Emergency Services
By *Brian S. Marshall*
Brian S. Marshall, State Fire and Rescue
Chief

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EXHIBIT "A"
EQUIPMENT INVENTORY: Type III Engine

ENGINE NUMBER:	LICENSE NUMBER:	VIN NUMBER:
		1457852
1 #5 ABC Extinguisher		1 Drip Torch
1 DOT First Aid Kit		1 Hose Roller w/Receiver Adaptor
4 Intercom Headset		2 Fuel Can, 2 1/2 gallon
2 Wye 2 1/2 "x 2-1 1/2		2 Interface Brackets
1 Wye 1 1/2 "x 2 1/2"		1 Foam Concentrate Transfer Hose
3 Wildland Hose Clamp		2 Nozzle, 1 1/2 "Break-apart, Combo, Structural
2 Wildland Spanner		1 Nozzle, 1 1/2 "Combo, Structural
2 1 1/2 " to 2 1/2 " Hose Spanner		1 Nozzle, 2 1/2 "Combo, Structural
1 4 " to 2 1/2 " Adapter, Double Female		2 Thermo Gel Concentrate – 5 Gallon
1 Mallet, Rubber		1 Thermo Gel Back Pack
1 Fence Pliers		1 Thermo Gel Nozzle/Educator/Hose
5 Wildland Hose Tee, 1 1/2 "x 1"		1 Thermo Gel Pickup Tube
3 Nozzle, 1" Combo, Wildland		3 Hard Suction, 4" x 8'
2 Nozzle, 1 1/2 "Combo, Wildland		1 Strainer, 4"
1 Ejector, 1 1/2 "w/Strainer		1 Ladder, 3 Section, 20'
1 PortablePump, Cal OES# <u>156688</u> Serial# <u>1115535</u>		1 Pike Pole, 8'
1 Hose, 1 1/2 "x 10', Hard Suction		1 Radio, Bendix-King, Handheld Serial# <u>1436099</u> Cal OES# <u>156685</u> DGS# <u>SP</u>
1 Strainer, 1 1/2 "		1 Radio, Kenwood, Mobile Serial# <u>B4500034</u> Cal OES# <u>156686</u> DGS# <u>SAB485</u>
1 Strainer, 1 1/2 ", Floating		1 Digging Bar, 5'
1 Coupling, 2 1/2 ", DM		10 Hose, 3" x 50'
1 Coupling 2 1/2 ", DF		4 Hose, 1 1/2 "x 50', Structural
1 Coupling 1 1/2 ", DM		10 Hose, 1 1/2 "x 100', Wildland
1 Coupling 1 1/2 ", DF		8 Hose, 1" x 100', Wildland
1 Coupling 1", DM		1 Hose, 2 1/2 "x 30', Soft Suction
1 Coupling 1", DF		3 Hose, Booster, 3/4" x 50'
2 Reducer, 2 1/2 "x 1 1/2 "		1 Spineboard
4 Reducer, 1 1/2 "x 1"		1 Rubbish Hook
1 Increaser, 1 1/2 "to 2 1/2		1 Trauma Kit
1 Wrench Hydrant"		1 Burn Pack
2 Shovel, Round Point		1 Spineboard Head Immobilizer
2 Pulaski		1 Fast Back Harness for Spineboard
3 Mc Leod (Thau Tool)		2 Back Pack Pump
1 Axe, Pick Head		1 Back Pack Pump Fill Tube
1 Axe, Flat Head		1 Extinguisher, 20# BC
1 Halligan Tool		1 Bottle Jack, 12 ton
1 Bolt Cutter, 30"		1 Set, Triangle Reflectors
1 Bolt Cutter, 18"		1 Chain, Tow w/hook
1 Hammer, Sledge, 8#		1 Rope, 1/2" x 100', Utility in Bag
2 Chock Block		
1 Chain saw, 24" Bar		
1 Chainsaw, w/ conventional chain and tool kit, Cal OES# <u>156687</u> Serial# <u>177600994</u>		
1 Bar Oil, 1 gallon		

REMARKS: _____

ACCEPTED BY: _____ TITLE: _____

DEPARTMENT: _____ DATE: _____

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EXHIBIT "B"
TEMPORARY CAL OES APPRATUS ASSIGNMENT RECORD

NO.	ARTICLE	OES DECAL	QUANTITY
1.	500 GPM Type III Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	OES - 6314	1
2.	License No: <u>1611671</u>		
3.	VIN No: <u>3HAEETAR2ML190636</u>		
4.	Engine No: <u>6314</u>		
5.	Proof of Insurance:		
6.	Inventory Completed:		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: New Assignee

SIGNATURES:

PERMANENT TRANSFeree

Date _____

TEMPORARY ASSIGNEE

Date _____

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EXHIBIT "C"
INSURANCE REQUIREMENTS

Part of the agreement through which the State makes a temporary transfer of vehicular equipment is the agreement on the part of the transferee to furnish certain evidence of insurance. Your organization, as a transferee of equipment, will want to be mindful of these requirements and assure they are complied with.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURANCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the apparatus including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

<u>VEHICLE</u>	<u>VALUE</u>
<u>6413</u>	<u>\$242,000.00</u>

License Number:	<u>1611671</u>
VIN Number:	<u>3HAEETAR2ML190636</u>
Engine Number:	<u>6413</u>

EQUIPMENT

Hose and Appliance	<u>\$30,000.00</u>
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EXHIBIT "D"

Original text of letter addressed to the California Fire Service outlining the specifications to be considered for a Type III engine assignment:

As a result of the Governor's Blue Ribbon Commission of the 2003 Fire Siege, the Governor's Office of Emergency Services, Fire and Rescue Division has purchased forty Model 34 Type III fire engines.

Cal OES Fire and Rescue Division is notifying agencies that are interested in becoming a Cal OES assignee of the new Type III fire engines. These fire engines will be assigned in groups of five for strike team configuration response as needed within the Cal OES Regions. Agencies desiring to house and staff these apparatus must meet the following criteria in order for consideration of assignment. All of these items must be addressed in your apparatus request.

Training:

- Personnel responding with an Cal OES engine shall meet wildland fire and ICS training standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1 (Current version) for the following positions;
 - 1 Engine Boss or Captain
 - 1 Engine Operator (Engineer)
 - 1 Type 1 or 2 Firefighter
- The department has or will adopt a 4X4 Driver Training Program

Cal OES Type III assignees will be expected to meet and accept the following of work assignments & staffing:

- Backfire, Burnout, Holding, and Mop-Up
- Progressive Hose Lays, Hose Lays supplemented with portable pumps
- Construct Hand lines
- Mobile Pumping
- Operate in Off-Road Environment
- Meet the expected 7-Day minimum assignment period in compliance with the California Fire Assistance Agreement.
- Must have Wildland Fire Mission and currently own Type III Fire Engines and meet FIRESCOPE compliant 3-person staffing
- An in addition the ability to staff 4-person staffing for out of county dispatches
- The transfer agreement that assigns a State Cal OES Engine requires that a department staff the engine for immediate need with 3 fully trained personnel.
- The department should assess is it has the staffing capability to send the engine out (minimum 3 fire fighters) for 14 days (excluding travel time)