

4. HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT. During the term of this transfer, **ASSIGNEE** agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair (consistent with section 4b) 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, except as otherwise expressly provided in this Agreement. **ASSIGNEE** also agrees to complete all reports and maintain records consistent with Section 14. Apparatus shall be housed on property of the **ASSIGNEE** 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 **ASSIGNEE**. 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 gear, brake and exhaust systems, cooling devices including radiator, pump packing, and equipment assigned to Apparatus.

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

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of **CAL OES** on a \$100.00 deductible basis, unless in the judgment of the **CAL OES** the need for repair results from misuse or negligence on the part of **ASSIGNEE** 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 **ASSIGNEE**. In no event shall **ASSIGNEE** arrange for repairs costing over \$100.00 for any item of repair, whether it is the responsibility of **CAL OES** or **ASSIGNEE**, without first obtaining written authorization from the Cal OES Fire and Rescue Division.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **CAL OES**, except to the extent **CAL OES** determines that the damage thereto is the result of negligence or misuse on the part of **ASSIGNEE**, in which event **ASSIGNEE** will bear such portion of the replacement cost thereof as the **CAL OES** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the Cal OES Fire and Rescue Division prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to the most recent version of the Cal OES Fire and Rescue Division Operations Bulletin #18, which is hereby incorporated into this Agreement by reference.

e. Repair or replacement of the Apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **CAL OES** has dispatched or directed the dispatch of said Apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **CAL OES** has reassigned said Apparatus pursuant to the provisions of paragraph 11 of this Agreement, shall be the responsibility of **CAL OES**, providing that any such loss or damage shall be the responsibility of **ASSIGNEE**, if due to the negligence of **ASSIGNEE**. **ASSIGNEE** agrees that it will assume responsibility in full for the repair or replacement of Apparatus that has been consumed, lost, stolen, damaged or destroyed in

operations **ASSIGNEE** has directed or controlled.

f. **ASSIGNEE** must request from **CAL OES**, in writing, permission to make any and all changes to assigned fire apparatus and equipment. Furthermore, **ASSIGNEE** will not make modifications, changes, adjustments, or additions, including decals or stickers, to Apparatus without prior written approval from **CAL OES**.

5. INSPECTION OF APPARATUS. **ASSIGNEE** agrees that representatives of the Cal OES Fire and Rescue Division and other authorized State personnel may inspect the Apparatus at any time.

6. 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 **ASSIGNEE** shall provide personnel to staff the assigned apparatus per FIREScope ICS standards. The Cal 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.

7. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND SPECIALIZED EQUIPMENT. In addition to providing the standard complement of firefighting PPE, it shall be the **ASSIGNEE'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. In addition, an automatic external defibrillator (AED) has been added to "Miscellaneous Equipment" in NFPA 1901. To provide consistency with the **ASSIGNEE'S** equipment, it shall be the **ASSIGNEE'S** responsibility to provide this device for use on the assigned engine.

8. TRAINING. Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1, Wildlife Qualification System Guide (current edition). Personnel assigned to Cal OES Engine's shall meet Rescue System I standards as certified by the California State Fire Marshal, or have completed an equivalent course that meets or exceeds Rescue System I curriculum.

9. DISPATCHING. All movement of the Apparatus shall be handled through the official dispatching channels of **ASSIGNEE**. **ASSIGNEE** 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. **CAL OES** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the Apparatus whenever, in the opinion of the Director of Cal OES, his representatives or Operational Area and Regional Fire and Rescue Coordinators, such Apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the State.

10. MUTUAL AID RESPONSE. Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

11. 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.

12. TEMPORARY USE. **ASSIGNEE** shall be permitted to use the Apparatus for temporary cover of fire stations when emergency conditions warrant, or when regular apparatus is out of service for repairs and a closer engine cannot cover the gap. In either case, the **ASSIGNEE** shall immediately notify the Operational Area Dispatch Center and the Cal OES Fire Duty Chief. The **ASSIGNEE** further agrees that Cover-in or Standby of said Apparatus exceeding 30 days is at the discretion of the **CAL OES**.

13. TEMPORARY TRANSFER.

a. A sub-assignment of the Apparatus or any portion thereof by **ASSIGNEE** for any 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 **CAL OES**, providing that at the time such Apparatus is received, such Sub-Assignee furnish **ASSIGNEE** and **CAL OES** a letter to the effect that he assumes all obligations of **ASSIGNEE** with respect to such Apparatus under this Agreement during the period of assignment, including insurance coverage in accordance with Section 16 or 17, as appropriate. Any sub-assignment by **ASSIGNEE** for a period of more than seven consecutive days shall be subject to authorization by the **CAL OES** 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 **ASSIGNEE** shall be relieved of its obligations under this Agreement during such period of sub-assignment.

c. Complete a written Temporary Cal OES Apparatus Assignment Record, Exhibit "B". The **ASSIGNEE** will retain one copy, the Sub-Assignee will retain one copy, and one copy will be forwarded to the Cal OES Fire and Rescue Division.

14. REPORTS AND RECORDS. **ASSIGNEE** shall maintain daily and monthly reports on the details of Apparatus use on Cal OES F-101 Form. A Smoke Opacity Test, Pump Test, Hose Test, and Ladder Test shall be the responsibility of **ASSIGNEE** and completed annually. Written results of all tests and reports shall be forwarded to the Cal OES 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.

15. REPORT OF ACCIDENTS. **ASSIGNEE** shall immediately notify the Cal OES Fire and Rescue Division following any and all accidents involving the Apparatus. It shall be the responsibility of **ASSIGNEE** 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 **ASSIGNEE** and the original and four copies forwarded to Cal OES.

16. INSURANCE PROTECTION. (Non- State Agencies)

a. **ASSIGNEE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **ASSIGNEE** and **CAL OES** 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 the 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 **CAL OES** and that the **CAL OES** 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 **ASSIGNEE** is self-insured, **ASSIGNEE** in lieu of a certificate of insurance shall furnish **CAL OES** a written statement of such fact. In such event, **ASSIGNEE** agrees to hold the **CAL OES** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the Apparatus under the terms of this Agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, **ASSIGNEE** is responsible for returning Apparatus to original standard. 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.

17. 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, including when it directs, dispatches, and controls the use of the Apparatus. **ASSIGNEE** agrees to report Apparatus as being under its control to the Insurance Officer, Department of General Services.

18. TERMINATION OF AGREEMENT.

a. Either party may terminate this Agreement upon 14 days written notice to other party, or **ASSIGNEE** may relinquish or **CAL OES** may repossess any portion of the Apparatus upon like notice to the other party, except that **CAL OES** 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, **ASSIGNEE** agrees to return said Apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which it has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **CAL OES** or replaced by **ASSIGNEE**, 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. **ASSIGNEE** further agrees that all replacements for equipment or apparatus will be made with identical or substantially like items as approved by the **CAL OES**.

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

19. 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.

20. USE OF RADIO EQUIPMENT

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

b. **CAL OES** agrees to maintain said equipment without cost to **ASSIGNEE**.

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

d. Ownership of said equipment is in the **CAL OES**, 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 **CAL OES** hereby deputizes the Chief of the agency of said **ASSIGNEE**, 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. **CAL OES** 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.

21. NOTICES. All correspondence and notices required or contemplated, 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 **ASSIGNEE** at [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], and to the **CAL OES** 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.

22. ALTERATION. 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.

23. WAIVER. The **CAL OES** 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.

24. JURISDICTION AND VENUE. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, will be governed by the laws of the State of California.

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Branch

25. WHOLE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

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

ASSIGNEE:

By _____
_____, Chief

CAL OES:

Nancy Ward

Director,
Governor's Office of Emergency Services

By _____
Brian Marshall, State Fire and Rescue
Chief

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Branch

EXHIBIT "B"
TEMPORARY CAL OES APPARATUS ASSIGNMENT RECORD

NO.	ARTICLE	CAL OES DECAL	QUANTITY
1.	1,250 gpm Triple Combination Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	Cal OES █	1
2.	License No: █		
3.	VIN No: █		
4.	Engine No: █		
5.	Proof of Insurance: _____		
6.	Inventory Completed: _____		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: New Assignee

SIGNATURES:

PERMANENT ASSIGNEE

Date _____

TEMPORARY ASSIGNEE

Date _____

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 ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of equipment, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead and agreeing to hold Cal OES harmless from any personal injury or property damage claims arising out of the maintenance, use or operation of the Apparatus.

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 OCCURENCE

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

VEHICLE

VALUE

License Number: _____

VIN Number: _____

Engine Number: _____

EQUIPMENT

Hose and Appliances _____