

**AGREEMENT FOR
TRANSFER OF VEHICULAR EQUIPMENT**

THIS AGREEMENT, entered into this 17th day of June, 2008, 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 Marin County Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFeree**",

WITNESSETH:

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 *Swift Water/Flood Rescue (SF-SAR Tow Vehicle and Trailer)*, and related SF-SAR equipment listed on the attached titled Exhibit "A" which is by this reference made a part hereof, for the period commencing, June 17, 2008, for the following all-risk events, emergency incidents, civil defense and disaster purposes, namely:

Local and /or mutual aid emergency incidents involving flooding due to natural or man-caused events, 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 water rescue capability or for the water rescue capability of other departments while the assignee's or other departments equipment is out of service for repairs.

- a. Tow Vehicle Description: 2008 Ford F-450 Crew Cab
Tow Vehicle License Number: 1281274
Tow Vehicle Identification Number: 1FDXW47Y18EC14750
Tow Vehicle Value: \$82,492.37
Trailer Description: 2007 Charmac Trailer
Trailer License Number: 1281259
Trailer Identification Number: 4RYC202077T111236
Trailer Value: \$28,500.00
Motor A Description: _____
Motor A Identification Number: _____
Motor A Value: _____
Inflatable Rescue Boat 1 Description: _____
Inflatable Rescue Boat 1 Number: _____
Inflatable Rescue Boat 1 Value: _____
Motor B Description: _____
Motor B Identification Number: _____
Motor B Value: _____
Inflatable Rescue Boat 2 Description: _____
Inflatable Rescue Boat 2 Number: _____
Inflatable Rescue Boat 2 Value: _____
Swift Water/Flood Rescue Equipment Cache Value: _____

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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 an enclosed secure structure, staff, operate, maintain and repair (consistent with section 2 b.) said *Swift Water/Flood Rescue Cache (SF-SAR Trailer), Tow Vehicle and related SF-SAR equipment* (hereinafter collectively referred to as "The Swift Water Cache" except where it is desired to refer to equipment items alone, in which case the term "equipment" is used) at its sole cost and expense, save as otherwise expressly provided in this agreement. The Swift Water Cache shall be housed on property of the **TRANSFeree** in a manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. The Swift Water Cache 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 batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, and all equipment assigned to the Swift Water Cache 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 Swift Water Cache, 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 prior authorization from the Governor's Office of Emergency Services, Fire & Rescue Branch.

c. Notwithstanding the foregoing, replacement of 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 and batteries is subject to State fiscal policies and procedures, and written approval must be obtained for the Governor's Office of Emergency Services, Fire & Rescue Branch prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to OES Fire and Rescue Branch Operations Bulletin # **XX** (*will have to write one specific to this*), which is hereby incorporated into this agreement by reference.

e. Repair or replacement of the Swift Water Cache transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **STATE** has

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mission tasked or directed the mission task of said Swift Water Cache through Regional or Operational Area Fire and Rescue Coordinators, or when **STATE** has reassigned said Swift Water Cache 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 Swift Water Cache. **TRANSFeree** agrees that representatives of the Governor's Office of Emergency Services, Fire & Rescue Branch and other authorized State personnel will inspect the Swift Water Cache annually as determined by OES Fire & Rescue.

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 swift water cache. The **TRANSFeree** shall provide personnel to staff the assigned swift water cache per FIREScope ICS standards. The OES swift water cache may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing OES Swift Water Cache, 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.

5. Training. Personnel assigned shall meet ICS standards established in the California Incident Command Certification System (CICCS) and FIREScope ICS-SF-SAR-020-1 Swift Water/Flood Search and Rescue, Recommended Training, Skills, and Equipment List. Personnel assigned to an OES Swift Water Cache shall meet Swift Water/Flood Search and Rescue standards as certified by the California State Fire Marshal and/or the Governor's Office of Emergency Services through the California Fire & Rescue Training Authority, or have completed an equivalent course that meets or exceeds Swift Water/Flood Search and Rescue curriculum currently recognized/approved by the California State Fire Marshal.

6. Deployment. 'All movement of the Swift Water Cache shall be handled through the official dispatching channels of **TRANSFeree**. **TRANSFeree** dispatchers will recognize and act on all official requests for deployment of the Swift Water Cache in conformance with the Fire and Rescue Annex (California Fire & Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **STATE** reserves the right to deploy, direct the deployment of, or temporarily reassign the said Swift Water Cache whenever, in the opinion of the Director of the Office of Emergency Services, his/her representatives or Operational Area and Regional Fire and Rescue Coordinators, such Swift Water Cache is essential to the protection of life and property in another jurisdiction or in the best interest of the **STATE**.

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

8. Reimbursable Response. Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire

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Assistance Agreement, the Emergency Management Assistance Compact, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

9. Reports and Records. **TRANSFeree** shall maintain reports on the details of Swift Water Cache use on OES F-101 Form. Written records shall be kept maintained current for all rope, webbing, dry suits, personal floatation device and helmets assigned with the Swift Water Cache and shall be inspected annually. Written results of all tests and reports shall be forwarded to the Governor's Office of Emergency Services, Fire & Rescue Branch, by the end of the calendar year. A recent copy of the tests and reports shall be maintained with the Swift Water Cache.

10. Report of Accidents. **TRANSFeree** shall immediately notify OES Fire and Rescue Branch following any and all accidents involving the Swift Water Cache within 4 hours from time of said accident. 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, Fire and Rescue Branch. 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, Fire and Rescue Branch.

11. 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 Swift Water Cache including identification numbers, state license number and 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 Swift Water Cache under the terms 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 Swift Water Cache and the necessary amount of insurance required is outlined in attached Exhibit "B" which is by this reference made a part hereof.

12. Insurance Protection. (State Agencies) Any insurance necessary for coverage of the Swift Water Cache shall be the sole responsibility of the department having custody of the Swift Water Cache. **TRANSFeree** agrees to report Swift Water Cache as being under its control to the Insurance Officer, Department of General Services.

13. Termination of Agreement.

a. Either party may terminate this agreement upon 14 days written notice to other party, or **TRANSFEE** may relinquish or **STATE** may repossess any portion of the Swift Water Cache 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, **TRANSFEE** agrees to return said Swift Water Cache in the same condition as received, reasonable wear and tear, acts of God, and conditions over which he/she has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **STATE** or replaced by **TRANSFEE**, 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. **TRANSFEE** further agrees that all replacements for equipment of Swift Water Cache 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 **TRANSFEE**.

16. Unauthorized Use of OES Swift Water Cache. Use of this Swift Water Cache other than as specified in paragraph 1 will be considered a breach of this agreement and shall result in repossession of the Swift Water Cache by the **STATE** without prior notification provided to the **TRANSFEE**.

17. Use of Radio Equipment

a. **STATE** will furnish at **STATE'S** sole cost, radio equipment for use with the Swift Water Cache to be operated on the following frequencies: 151.145 - 170.925.

b. **STATE** agrees to maintain said equipment without cost to **TRANSFEE**.

c. The **TRANSFEE** 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 **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 **TRANSFEE**, 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

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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.

18. 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 Marin County Fire Department, 33 Castle Rock PO Box 518, Woodacre, CA, 94973, and to the **STATE** at Governor's Office of Emergency Services, Fire & Rescue Branch, 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.

19. 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.

20. 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 Swift Water Cache shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific Swift Water Cache to which it refers.

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

TRANSFeree:

Marin County Fire Department

By _____
Ken Massucco, Chief

STATE OF CALIFORNIA:

HENRY RENTERIA
Director
Governor's Office of Emergency Services

By _____
Kim Zagaris
State Fire and Rescue Chief

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EXHIBIT "A" SWIFT WATER CACHE AND EQUIPMENT INVENTORY:

SWIFT WATER APPARATUS INVENTORY AND RECORD

DATE _____ ASSIGNED DEPARTMENT _____ LOCATION _____
 SF SAR TEAM # _____ LICENSE # E _____ MILEAGE _____
 TYPE OF INVENTORY _____ ASSIGNED _____ ANNUAL _____ TRAINING _____ INCIDENT _____
 _____ Location _____ Name _____
 _____ TRANSFER _____ REGION _____ OPERATIONAL AREA _____

	QTY	DESCRIPTION	Issued	Actual	Short
Communications					
1	0	Aircraft Radio A.P.			
2	7	Bags, radio, waterproof A.P.			
3	7	Battery, spare/charged/AA A.P.			
4	0	Headset, waterproof A.P.			
5	2	Phone, cell A.P.			
6	7	Radio, portable (water proof) A.P.			
Medical					
7	1	Advanced Life Support Medical Kit A.P.			
8	2	Emergency Blanket			
9	2	Spine Board (floatation back board)			
10	2	Stokes Litter Basket (with float kits)			
Personal Protective Equipment					
11	14	Aerial Flares			
12	3	Chemical Light Sticks, Case I rd, 1 wht, 1 gm			
13	14	Dye Markers			
14	14	Dry Gear Bags			
15	1	Dust Masks, disposable, box			
16	14	Eye Protection			
17	8	Fins, pairs			
18	14	Flashlight			
19	14	Gloves, water			
20	14	Gloves, leather			
21	14	Handheld Flares			
22	14	Handheld Smoke Light			
23	14	Headlamps, waterproof			
24	14	Helmets, water			
25	2	Jackets, exposure			
26	4	Masks, dive			
27	14	PPD, Type V, tethered swimmer			
28	14	Rescue Knives			
29	14	Smoke Marking Device			
30	4	Snorkel			
31	14	Appropriate Foot Wear/Water Boots			
32	14	Wet or Dry Suit (with liner)			
33	14	Whistles			
Hand / Power Tools					
34	2	___Axe Flat/ ___Axe Pick / ___Hand Sw, each			
35	1	Chainsaw w/kit serial#			
36	2	Portable Entry Tool			
37	2	Hammer, sledge			
38	2	Shovel, hand			
HazMat					
39	0	Air Monitor A.P.			
40	0	Water Sample Kit A.P.			
Helicopter					
41	0	Emergency Escape Device (H.E.E.D.)			
42	0	Flotation Vest (USCG approved)			
43	0	Lifting Device			
Inflatable Rescue Boat (IRB)					
44	2	Air, manual inflation pump			
45	2	Fuel Bladder/Tank			
46	2	IRB, 12' minimum, serial#			
47	2	Maintenance Kit, patch, repair			
48	4	Lanyard, wrist, lift switch			
49	2	Motor, 30 HP minimum, (with prop guard) serial#			

	QTY	DESCRIPTION	Issued	Actual	Short
51	2	Motor, Flash Kit (rabbit ears)			
52	8	Paddles			
53	2	Prop, spare			
Rope					
54	4	Brake Bar Racks			
55	20	Carabiner, locking "D", aluminum			
56	40	Carabiner, locking "D", steel			
57	4	Collection Rings			
58	1	Edge Protection			
59	4	Eight Plates			
60	14	Harness, rescue			
61	2	Knot Passing Pulley			
62	12	Pickets			
63	4	Pick Off Strap			
64	12	Prusik's, tandem, pair			
65	12	Pulleys			
66	4	Rope 200' (with bag)			
67	3	Rope 300' (with bag)			
68	1	Rope 600' (with bag)			
69	20	Webbing 1" x 5' nylon tubular (green)			
70	20	Webbing 1" x 12' nylon tubular (yellow)			
71	20	Webbing 1" x 15' nylon tubular (blue)			
72	20	Webbing 1" x 20' nylon tubular (orange)			
Rescue					
73	0	Inflatable Hose Kit (with hose)			
74	2	Line Thrower, remote			
75	2	Pole, reaching (pike or equivalent)			
76	4	Swimmer Rescue Board			
77	2	Throwable Flotation Device			
78	14	Throw Bags			
Search					
79	2	Compass			
80	0	FLIR, (handheld)			
81	0	GPS, handheld			
82	4	Handheld Spot Light			
83	1	Megaphone/PA			
84	0	Night Vision			
85	0	Deep Flotation Device			
Support					
86	1	Admin Kit (ICS agency forms)			
87	0	Ball Out System			
88	0	Compressed Air Cylinder (hose/IRB inflation)			
89	0	Filter, water, hand pump			
90	2	Fire Extinguisher			
91	0	Food, water, sleeping (24 hours)			
92	4	Fuel Cans (transportable)			
93					
94					
95	1	Tool Set			
96	16-0	Storage Containers Large/ Small			
Victim					
97	4	Body Bag			
98	6	PPD, Type III, Victim			
99	4	Helmets, Victim			
100	2	Harness, Victim			

NOTE ANY EQUIPMENT DAMAGE. RECAP ALL SPECIAL EQUIPMENT CARRIED THAT IS OWNED BY DES.

CORRECT FOR ACTUAL COUNT

SIGNED _____ TITLE _____
 OFFICE OF EMERGENCY SERVICES FIRE & RESCUE BRANCH

SIGNED _____ TITLE _____
 ASSIGNEE

DISTRIBUTION ORIGINAL: OES Sacramento

COPY Assignee

COPY OES Field Assistant Chief

FORM E-158 (CREATED 5/08)

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

EXHIBIT "B"
OES VEHICLE/EQUIPMENT ASSIGNMENT RECORD

NO.	ARTICLE	OES DECAL	QUANTITY
1	2008 Ford F-450 Crew Cab, 4x4 w/Triton V-10, Utility Body SF-S&R Tow Vehicle License No: <u>1281274</u> VIN No: <u>1FDXW47Y18EC14750</u>	SF S&R -11	1
2.	2007/08 Charmac Trailer 100"x 20' Homeland Special License No: <u>1281259</u> VIN No: <u>4RYC202077T111236</u>		
3	Proof of Insurance: _____		
4.	Inventory Completed: _____		
5.	Honda KW Generator Serial # : _____		
6.	Boat #1 Zodiac FLH20 Model Z1977, HIN _____		
7.	Boat #2 Zodiac FLH20 Model Z1977, HIN _____		
8.	Motor #1 Yamaha 25HP Long Shaft 2 Stroke Outboard # _____		
9	Motor #2 Yamaha 25HP Long Shaft 2 Stroke Outboard # _____		
10.	Line Gun #1 Rescue Max Swift Water # _____		
11	Line Gun #2 Rescue Max Swift Water # _____		
12	14 Drysuits- ____ Small ____ Med ____ Large ____ X-Large ____ XX-LG ____ XXXLG		
13	Serial # for Drysuits _____ _____ _____ _____ _____ _____ _____ _____		

REASON FOR TRANSFER: New Assignment

SIGNATURES:

Date _____

TRANSFeree

Date _____

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Branch
EXHIBIT "C"
INSURANCE REQUIREMENTS

Part of the agreement through which the State makes a transfer of Swift Water Cache is the agreement on the part of the transferee to furnish certain evidence of insurance. Your organization, as a transferee of the swift water cache, 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 Swift Water Cache including identification numbers, State license number and OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the swift water cache. The State will look to your organization for reimbursement for repair or replacement cost in the event the Swift Water Cache 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.

Physical damage insurance, including collision coverage and comprehensive coverage or combined additional coverage, SHOULD be obtained. The State of California should be named as a loss payee. The description of the vehicle and the necessary amount of insurance is as follows:

Description of Swift Water Cache

<u>Tow Vehicle</u>	<u>Value</u>
2008 Ford F-250 Crew Cab	
License Number	1281274
Identification Number	1FDXW47Y18EC14750
<u>Trailer</u>	<u>Value</u>
2007 Charmac Trailer	
License Number	1281259
Identification Number	4RYC202077T111236
<u>Boat(s)</u>	
Identification Number	
Identification Number	
<u>Motor(s)</u>	
Identification Number	
Identification Number	