

**AGREEMENT FOR TEMPORARY TRANSFER
OF RESCUE BOAT AND EQUIPMENT**

THIS AGREEMENT, entered into this first day of July, 2017, by and between **MERCED COUNTY**, hereinafter called the "**COUNTY**" and the **CITY OF MERCED** (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 **COUNTY** hereby temporarily transfers possession to **TRANSFeree** and **TRANSFeree** hereby accepts possession from **COUNTY** of the Boat and Trailer and equipment listed below, collectively referred to as "LOANED PROPERTY" for the period commencing August , 2017, until terminated as set forth in Paragraph 15 herein 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 Law Enforcement and temporary standby for assignee's regular apparatus and the regular apparatus of other departments while out of service for repairs.

- a. Boat Description: 2001 Zodiac with 25hp outboard engine
Boat Designation: CF4832XC / County ID# 83020
Boat HIN#: XDC305BAG102
Trailer Number: California License #1368643 / County ID # 83039

b. The specific items within the above list of LOANED PROPERTY may be changed during the term of this agreement, utilizing property accountability procedures established or approved by **COUNTY**.

2. Housing, Maintenance, Repair and Replacement. During the term of this transfer, **TRANSFeree** agrees to adequately house the LOANED PROPERTY in an enclosed secure structure, and adequately staff, operate, maintain and repair (consistent with section 2 b.) the LOANED PROPERTY at its sole cost and expense, save as otherwise expressly provided in this agreement. The LOANED PROPERTY shall be housed on property of the **TRANSFeree** in such a manner as to protect it from inclement weather, sabotage, theft or malicious damage. The LOANED PROPERTY shall be maintained in such condition that it is available for immediate emergency use, and at least to the same standard as other emergency apparatus operated by **TRANSFeree**. Maintenance shall include care of tires, appliances, lubrication and fuel, general cleaning and polishing, minor boat and trailer repairs and periodic testing.

a. Individual items of repair or maintenance costing up to \$500.00 shall be the responsibility of **TRANSFeree**.

b. Individual items of repair or maintenance costing in excess of \$500.00 shall be the responsibility of **COUNTY**, unless in the judgment of **COUNTY** the damage resulted from

misuse or negligence on the part of the **TRANSFEE** in the maintenance, use, protection or storage of the LOANED PROPERTY, in which event the cost of each such item of repair above \$500.00 shall also be the responsibility of **TRANSFEE**. In no event shall **TRANSFEE** arrange for repairs costing above \$500.00 for any item of repair, whether it deems to be the responsibility of **COUNTY** or **TRANSFEE**, without first obtaining authorization in writing from the Merced County Sheriff.

c. Notwithstanding the foregoing, replacement of tires shall be the responsibility of **TRANSFEE**.

d. Maintenance and repairs in excess of \$500.00 must be requested and authorized by the Merced County Sheriff.

e. Repair or replacement of the LOANED PROPERTY transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **COUNTY** has dispatched or directed the dispatch of said LOANED PROPERTY through the agreed Mutual Aid process shall be the responsibility of **COUNTY**, except if such loss or damage is due to the negligence of **TRANSFEE**. Under such circumstances, **TRANSFEE** shall be liable therefore to the extent that the **COUNTY** deems equitable. **TRANSFEE** agrees that it will assume responsibility in full for the repair or replacement of LOANED PROPERTY which has been consumed, lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

3. Inspection of Boat and Equipment. **TRANSFEE** agrees that representatives of the Merced County Sheriff's Office and other authorized **COUNTY** personnel may inspect the LOANED PROPERTY at any time.

4. Staffing. **TRANSFEE** shall ensure that each person operating, controlling, storing, or maintaining the LOANED PROPERTY are fully trained to do so in accordance with all state and federal standards, including, but not limited to, FIREScope ICS standards and California State Fire Training standards.

5. Personal Protective Equipment (PPE) and Specialized Equipment. In addition to providing the standard complement of swift water rescue equipment and PPE, **TRANSFEE** shall provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and California Title 8 and all Cal OSHA Standards.

6. Training. Personnel assigned shall meet ICS standards established in the California Incident Command Certification System (CICCS) and the California State Fire Marshal Training standards for Swift Water Technician and Boat Operations, or have completed an equivalent course that meets or exceeds the courses listed above curriculum.

7. Dispatching. All movement of LOANED PROPERTY shall be handled through the official dispatching channels of **TRANSFEE**. **TRANSFEE** dispatchers will recognize and act on all official requests for movement. **COUNTY** reserves the right to dispatch, direct the dispatch of, or reassign, the LOANED PROPERTY whenever, in the opinion of the Merced County Sheriff and or his representatives, said LOANED PROPERTY is essential to the protection of life and property in another jurisdiction or in the best interest of **COUNTY**.

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

9. Temporary Use. **TRANSFeree** shall be permitted to use the LOANED PROPERTY during emergency conditions and training.

10. Reports and Records. **TRANSFeree** shall maintain daily and monthly reports on the details of the LOANED PROPERTY on Merced City Fire Apparatus Check logs. A current copy of the tests and reports shall be maintained in the vehicle logbook.

11. Report of Accidents and Damage. **TRANSFeree** shall immediately notify the Merced County Sheriff following any and all accidents and/or damage involving the LOANED PROPERTY, in addition to following City of Merced policy on the documentation of reporting accidents.

12. Insurance Protection.

a. **TRANSFeree** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFeree** and **COUNTY** 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 Merced County, its officials, and employees 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 **COUNTY** and that the **COUNTY** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN and **COUNTY** license number.

b. In the event the **TRANSFeree** is self-insured, **TRANSFeree** in lieu of a certificate of insurance shall furnish the **COUNTY** a written **COUNTY** statement of such fact. In such event **TRANSFeree** agrees to hold the **COUNTY** 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 **COUNTY** will be named as a loss payee.

15. Termination of Agreement.

a. Either party may terminate this agreement upon 7 days written notice to other party, or **TRANSFeree** may relinquish or **COUNTY** may repossess any portion of the apparatus upon like notice to the other party, except that **COUNTY** may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this agreement, or in the event of emergency as determined by **COUNTY**.

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. Indemnity and insurance duties shall survive for occurrences taking place during the period **TRANSFeree** had possession or control.

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

17. Unauthorized Use Merced County Sheriff's Apparatus and Equipment. Use of this apparatus other than as specified herein will be considered a breach of this agreement.

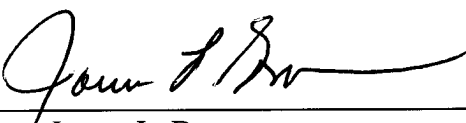
18. All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **TRANSFeree** at City of Merced Fire Department, 99 16th Street, Merced, CA and to the **COUNTY** at Sheriff, County of Merced, 700 West 22nd Street, Merced, CA. 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 **COUNTY** 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 LOANED PROPERTY shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific LOANED PROPERTY to which it refers.

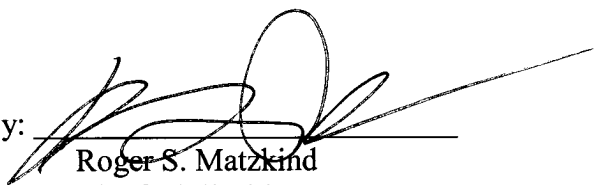
IN WITNESS WHEREOF the parties hereto have executed this agreement upon the date first above written.

MERCED COUNTY:

By 
James L. Brown
County Executive Officer

Approved as to legal form:

James N. Fincher
Merced County Counsel

By: 
Roger S. Matzkind
Chief Civil Litigator

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant, Deputy City Clerk

APPROVED AS TO FORM:

BY: K. Flores 7.18.17
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer