

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

534



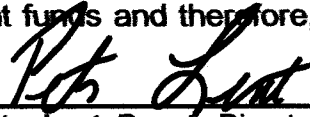
FROM: Riverside County Fire Dept. Office of Emergency Services

SUBMITTAL DATE:
October 1, 2009

SUBJECT: Community Emergency Response Team (CERT) Trailer & Equipment Usage Agreement Form and General Terms and Conditions

RECOMMENDED MOTION: The Board of Supervisors approve the Riverside County CERT Trailer Usage Agreement Form and General Terms and Conditions and delegate signature authority for such to the Riverside County Fire Chief and or the OES Deputy Director.

BACKGROUND: Riverside County Fire Dept. Office of Emergency Services (OES) receives federal Homeland Security Grant funding to purchase CERT trailers and equipment which is used to teach basic emergency response procedures to residents in the community. Per the federal grant guidance documents, OES is required to share these resources and equipment with cities, special districts and school districts throughout the county. In order to facilitate the use of the equipment and ensure that the equipment is maintained, stored and returned at the level for which it was borrowed, OES has worked with County Counsel to create a Use Agreement that outlines the General Terms and Conditions for which the equipment can be borrowed. This Agreement and General Terms and Conditions will ensure that the county is covered should replacement of any lost, stolen or damaged equipment be required. The federal grant guidance prohibits the replacement of grant purchased items using grant funds and therefore, the borrowing jurisdiction will be liable financially to replace such items.


 By Peter Lent, Deputy Director – Fire O.E.S
 For John R. Hawkins - County Fire Chief

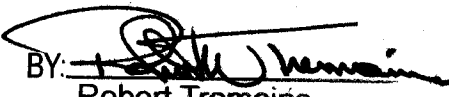
FORM APPROVED COUNTY COUNSEL
 BY: Sybil M. Gunzel 10-7-09
 DATE: _____
 SYNTHIA M. GUNZEL

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	

C.E.O. RECOMMENDATION:

APPROVE

BY: 
 Robert Tremaine

County Executive Office Signature

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: _____ **District:** _____ **Agenda Number:** _____

3.30

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Subject: Community Emergency Response Team (CERT) Trailer & Equipment Usage Agreement Form and General Terms and Conditions

Background Continued: For efficiency purposes we request that the County Fire Chief and the OES Deputy Director be authorized to sign such agreements in the future. The Board is being asked to approve in substance, this Use Agreement.

This Use Agreement and General Terms and Conditions will remain the same for all future transactions with the exception of the identity of the borrowing party.

Riverside County Fire Dept. Office of Emergency Services (OES)
Community Emergency Response Team (CERT) Trailer Usage Request Form
GENERAL TERMS AND CONDITIONS

For purposes of this Agreement, Riverside County Fire Department Office of Emergency Services shall be referred herein to as "OES." Agencies who are entering into this Agreement with OES shall be referred to as "Agency." The Riverside County Fire Chief has authorized the OES Deputy Director, or his designee, to execute these Agreements as an Authorized Agent.

1. **APPROVAL:** This Agreement is of no force or effect until executed by both parties. Requesting Agency may not commence any activities pertaining to the use of the trailer or the equipment contained within until approved and signed by both parties.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and acknowledged by both parties. Email communication is an acceptable form of written communication given that the OES acknowledges your email communication via a written reply. All amendment requests are subject to approval or denial by OES.
3. **INDEMNIFICATION:** Agency agrees to indemnify, defend and hold harmless the County of Riverside, its officers, agents, and employees from any and all claims and losses accruing or resulting from loaning of the trailer and/or equipment and supplies contained within. Agency agrees to and accepts financial responsibility of the trailer and all supplies contained within while in their custody including the transportation of the trailer and equipment from location to location. In the event of damage or loss to the trailer, the equipment or both, Agency agrees to fully replace any damaged or lost items. Replacement items or repairs may not be purchased or paid for utilizing federal or state grant funding sources. Replacement or repair funds must come out of the general fund or other funding source, as per the grant guidance.
4. **DISPUTES:** Agency shall be responsible for resolving any claims or disputes with third parties in the event of theft, damage or loss. In the event of theft, damage or loss, OES reserves the right to immediately re-take physical control of the trailer and equipment if feasible to do so. OES reserves the right to refuse use of the trailer and equipment if the trailer and equipment are or will be utilized for Fire Dept. official business, training courses, maintenance, repair or for other business.
5. **TERMINATION FOR CAUSE:** OES may terminate this Agreement at any time should the Agency fail to meet the requirements of this Agreement as outlined in "General Terms and Conditions." OES reserves the right to remove the trailer and equipment from possession of the Agency if there is determined to be flagrant safety violations or concerns for Agency employee(s) or the general public. Failure to take necessary safety precautions when towing or storing the vehicle are examples of proper Termination For Cause arguments. If OES has to terminate any Agency use, each request thereafter for that agency will be reviewed on a case by case basis. In the event of an emergency, OES reserves the right to immediately rescind the authorized use and re-take possession of the trailer and equipment.
6. **ASSURANCES:** Agency shall comply with local, state and federal laws, regulations and guidance pertaining to the use, transfer, replacement of items purchased with Homeland Security funding.
7. **CONSIDERATIONS:** The consideration by the Agency, as provided herein, shall be in agreement to the terms and conditions to replace any consumable item used, as noted on the CERT Trailer Request Form.
8. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
9. **INDEPENDENT CONTRACTOR:** Agency and the agents within the Agency, shall abide by Riverside County Board of Supervisors Policy D-10, Retention of County Vehicles. A copy of this policy is available upon request or can be obtained in person @ 4080 Lemon Street, Basement Room 8, Riverside, CA 92501. Per Policy D-10, Use and Retention of County Vehicles, and in this case, trailer and equipment, must be secured behind locked gates at night during Agency use. If unable to provide a locked storage area for the trailer after hours, Agency must request special permission from OES to either a) store the trailer and equipment at a separate (secured) location than the training site (i.e. local fire station, etc.), b) provide a garaged location and/or c) utilize security guards at Agency's expense. During the classroom instruction portion of the training, when not in use, the trailer shall be locked and secured to prevent damage or theft. In the event of damage or theft, Agency agrees to immediately notify OES at: (951) 955-4700 during normal business hours or (951) 940-6948 after hours.
10. **INSURANCE:** Prior to use, Agency agrees to provide a Certificate of Insurance showing that full coverage or general commercial liability coverage is in full force and effect. The agency representative must be approved through their Agency to drive. Agency must utilize an appropriate towing vehicle for the trailer and equipment. Towing vehicle must be able to appropriately and safely tow 1,500 lbs. Towing vehicle must be owned and insured by Agency; utilizing a privately owned towing vehicle is strictly prohibited.
11. **ASSIGNMENT OF AGREEMENT:** By signing this Agreement, Agency acknowledges that in the event another representative of the Agency has to take over the responsibility of using or returning the trailer on behalf of their original signatory, this {new} representative of the Agency agrees to also be bound by the terms of this Agreement and it is the sole responsibility of the original Agency signatory to insure they have read and understand the terms and conditions outlined herein.

**Riverside County Fire Dept. Office of Emergency Services (OES)
Community Emergency Response Team (CERT) Trailer Usage Request Form**

It is the intent of the Riverside County Fire Dept. Office of Emergency Services (OES) to allow eligible agencies the opportunity to utilize the County CERT trailer and equipment; however, each request must first be reviewed and approved by the department to ensure availability/feasibility of the request. Please submit completed forms to your local Emergency Services Coordinator who will then submit your request to the OES Deputy Director for review. Requests generally require three to five business days to process.

PLEASE READ AND COMPLETE THIS FORM IN ITS ENTIRETY. INCOMPLETE FORMS WILL BE RETURNED TO THE REQUESTING AGENCY FOR COMPLETION PRIOR TO REVIEW.

REQUESTING AGENCY INFORMATION

Requesting Agency: _____

Point of Contact Full Name and Title: _____

Point of Contact Cell Phone & Office Phone: Cell: _____ / Office: _____

REQUESTING AGENCY COURSE INFORMATION

Date(s) of CERT class: _____

Date you are requesting to pick up the trailer: _____

Date you will return the trailer: _____

Type of vehicle you will use to tow the trailer: Make: _____ Model: _____ Yr: _____

Physical Location where the CERT Trailer will be stored overnight during the class? (Include: Address, City, ZipCode) _____

Can you accommodate the overnight security requirement as outlined in Section 9 of the General Terms and Conditions ? Yes _____ No _____ *A "no" response may cause denial of your request unless other security measures are available.

USE OF ITEMS

Please mark each item(s) that you intend to use out of the County CERT Trailer.

Note: Requesting agencies are responsible for replacing consumable items. These items are noted with the *

<input type="checkbox"/> Cribbing Equipment	<input type="checkbox"/> Fog Machine
<input type="checkbox"/> Helmets, Goggles, Gloves	<input type="checkbox"/> Fog Juice*
<input type="checkbox"/> Fire Tutor* (propane replacement required if used)	<input type="checkbox"/> Triage Tarps
<input type="checkbox"/> Fire Extinguishers*	<input type="checkbox"/> Bandages/medical tape*
<input type="checkbox"/> Gauze*(if non useable)	<input type="checkbox"/> Flashlights
<input type="checkbox"/> Towlettes*	<input type="checkbox"/> Fire hose
<input type="checkbox"/> Splints	<input type="checkbox"/> Other: _____
<input type="checkbox"/> CERT Manuals (Use as loaners only-return to trailer at end of class)	

PRE and POST INSPECTION

<input type="checkbox"/> OES Conducted a Pre Inspection to insure supplies are at par level prior to loaning the trailer and equipment out OES Initial _____ Requesting Agency Initial _____	<input type="checkbox"/> OES conducted a Post Inspection to insure supplies are at par level after loaning the trailer and equipment out OES Initial _____ Requesting Agency Initial _____
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AUTHORIZATION

By signing this form you acknowledge that you have read and agree to all terms and conditions as outlined in the attached "Riverside County General Terms and Conditions" and that you are an authorized representative for your agency.

Requestor Signature: _____ Date: _____

THIS SECTION TO BE COMPLETED BY RIV. CO. FIRE DEPT. OES

Approved Denied Tentative

Riverside County Fire Dept. Authorized Agent Signature: _____ Date: _____

Comments: _____