

December 17, 2010

Dear \_\_\_\_\_ :

Attached to this correspondence is a Memorandum of Understanding (MOU) between the \_\_\_\_\_ and the California Emergency Medical Services Authority (EMS Authority) for the transfer of one Disaster Ambulance Support Vehicle with all equipment and supplies.

Enclosed are the terms and conditions for receiving the Vehicle with all equipment and supplies.

Please sign and return both originals, along with a copy of your Certificate of Insurance to our Administrative Unit, attention Tim DeHerrera, as soon as possible. When the MOU is processed, you will receive one original.

If you have any questions regarding this MOU, please feel free to contact Tim De Herrera at (916) 322-4336, extension 422.

Sincerely,

Daniel R. Smiley, Acting Director

Enclosure

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT**, entered into between the **STATE OF CALIFORNIA EMERGENCY MEDICAL SERVICES AUTHORITY** (hereinafter referred to as the "State of California" or "the **STATE**") and the \_\_\_\_\_ (hereinafter referred to as the **RECIPIENT**) for the purposes of transferring a Disaster Medical Support Unit vehicle (hereinafter referred to as "DMSU") and all associated equipment and supplies. The effective date of this Agreement is \_\_\_\_\_, but in no case shall be prior to the agreement execution date by all parties.

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

1. The **STATE** hereby transfers possession to the **RECIPIENT**, and **RECIPIENT** hereby accepts possession from the **STATE**, of the DMSU and Equipment listed on "Exhibit A" which is attached to and made a part of this Agreement.
2. The Disaster Medical Support Vehicle may be used for the following civil defense and disaster purposes, namely: as part of a local, regional or statewide mutual aid response, activations of Ambulance Strike teams during emergencies threatening properties vital to national defense or important military installations, parades, displays and demonstrations, and training of Emergency Medical Technicians and Paramedics.
3. **RECIPIENT** may add additional equipment and supplies to Exhibit A; **RECIPIENT** shall advise the State of any such additions. However, no deletion or diminution from the basic supply load may be made by the **RECIPIENT** without advance permission from the **STATE**. The **RECIPIENT** is responsible for maintaining the basic supply inventory at all times for disaster response. Any modification to the external appearance of the vehicle, including the addition of or change to existing graphics, logos, lettering, etc. must be in accordance with requirements as specified in the DMSU Vehicle Turnover Sheet.
4. **Garage, Maintenance, Repair and Replacement:** During the term of this agreement, the **RECIPIENT** agrees to garage the DMSU in a secured location, and competently staff, operate, maintain and repair said Disaster Ambulance Support Unit and equipment (hereinafter collectively referred to as "DMSU except where equipment alone is specifically referenced, in which case the term "equipment" is used) at its sole cost and expense, except as otherwise expressly provided for in this agreement. Equipment shall be housed on the property of the **RECIPIENT** in a secured manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. Equipment shall be maintained in such a condition that it is available for immediate emergency use, and at the same operational standard as other emergency equipment operated by the **RECIPIENT**. Maintenance shall include care of: equipment, tires, regular engine oil and filter and other fluid changes according to the manufacturer's specifications, chassis lubrication where appropriate; fuel; general cleaning and polishing; minor body repairs; periodic testing; and training. Repairs shall include, without being limited to: motor tune-ups, transmission repairs, differential and running gear, brake, exhaust and emission control systems, cooling devices including engine radiator and transmission cooler, and air conditioning systems.

- a. Maintenance and repairs to the extent of \$100.00 for each individual item of maintenance or repair shall be the sole responsibility of **RECIPIENT**.
  - b. Repairs that exceed \$100.00 for each individual item of repair shall be the responsibility of the **STATE** on a \$100.00 deductible basis, unless in the judgment of the **STATE** the required repair results from intentional abuse, misuse or negligence on the part of the **RECIPIENT** in the maintenance or use of the equipment, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of the **RECIPIENT**. In no event shall the **RECIPIENT** approve or make repairs costing more than \$400.00 for any single item of repair without first obtaining authorization in writing from the **STATE** or in emergency situations, through a pre-designated authorized repair facility, as per the Fleet Manual.
  - c. Replacement of tires and batteries shall be the responsibility of the **STATE**, unless damage thereto is the result of negligence or misuse on the part of the **RECIPIENT**. Procurement of tires and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the **STATE**, prior to procurement.
  - d. Repair or replacement of the equipment transferred hereunder which is consumed, damaged or destroyed during mutual aid operations when the **STATE** has dispatched or directed the dispatch of said equipment as part of the state's medical mutual aid system, or when the **STATE** has reassigned said equipment pursuant to the provisions of paragraph 8 of this agreement, shall be the responsibility of the **STATE**. However, if any such loss, damage or consumption is due to intentional abuse, misuse, or negligence of the recipient, the recipient shall be liable. The **RECIPIENT** 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 paragraph 2, above.
  - e. Any dispute arising under this contract that is not disposed of by agreement shall be decided by the Director of the **State Emergency Medical Services Authority**, who may consider written or verbal evidence submitted by the **RECIPIENT**.
5. **INSPECTION OF EQUIPMENT:** The **RECIPIENT** agrees that authorized representatives of the **STATE** may inspect the equipment at any time without advance notice during normal business hours of the **RECIPIENT**.
  6. **TRAINING:** Reasonable and continual training of **RECIPIENT'S** employees shall be carried on so that trained personnel shall at all times be available to staff the equipment for Ambulance Strike Teams in the event of a declaration of a state of emergency or as requested by the **STATE**.
  7. **DISPATCHING:** All movement of the equipment shall be handled through the official dispatching channels of the **RECIPIENT**. Dispatchers for **RECIPIENT** will

recognize and act on all official requests for movement of the equipment in conformance with the State Disaster Medical Response Plan. The **STATE** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the equipment whenever, in the opinion of the Director of the State Emergency Medical Services Authority, his/her representatives, Regional Disaster Medical/Health Coordinators, or Medical/Health Operational Area Coordinators, such equipment is essential to the protection of life and property in another jurisdiction.

8. **REIMBURSEMENT FOR MUTUAL AID RESPONSE:** Reimbursement procedures for mutual aid response shall be in accordance with the Standardized Emergency Management System (SEMS).
9. **STAFFING:** The **RECIPIENT** agrees to staff the Disaster Ambulance Support Unit and equipment according to the Ambulance Strike Team Guidelines.
10. **REPORTS AND RECORDS:** The **RECIPIENT** shall maintain daily, monthly and quarterly reports as required by **STATE** on the details of use of the equipment and training on forms provided by the **STATE**, and shall forward one copy of the reports quarterly to the **STATE**, and shall compile and forward such other forms as may be required by the **STATE** or its duly authorized representative. In addition, a detailed report on the use of the equipment on each response shall be submitted within seven calendar days after activation to the **STATE**, with copies of this report forwarded to the appropriate Regional Disaster Medical/Health Coordinators, or Medical/Health Operational Area Coordinators.
11. **REPORTING OF ACCIDENT(S):** Immediately following any and all accidents involving the DASU, it shall be the responsibility of the **RECIPIENT** to complete a State Form 270, "Report of Automobile Accident," and a copy of the appropriate Workers Compensation Forms for personal injuries, and file the reports with the **STATE**. **RECIPIENT** shall send the original and four copies to the **STATE**. The **STATE** will provide all required forms, logs, cards and instruction in a suitable binder.
12. **INSURANCE PROTECTION (OTHER THAN STATE AGENCIES):**

The **RECIPIENT** agrees upon execution of this agreement to furnish evidence of insurance for the DMSU pursuant to the provisions of Division 9, Chapter 1, Article 1 (Sections 17000 et seq.), of the Vehicle Code of California, with bodily injury limits of liability in the amount of \$1,000,000 and property damage limits of liability in the amount of \$1,000,000 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.

13. **INSURANCE PROTECTION (OTHER STATE AGENCIES):** Any insurance

necessary for replacement/repair of equipment (non-vehicle) loss shall be the sole responsibility of the department/recipient having custody of the equipment. The **RECIPIENT** agrees to report equipment as being under its control to the Insurance Officer, Department of General Services.

14. **OPTIONAL TERMINATION OF AGREEMENT:**

- a. **RECIPIENT** may terminate this agreement and return the DMSU and equipment at any time. **STATE** may terminate this agreement without cause upon 30 calendar days advance written notice to **RECIPIENT**, at which time **RECIPIENT** shall return the DMSU and all equipment to the **STATE**. **STATE** may terminate this agreement for cause and repossess the DMSU or any portion of the equipment immediately without prior notice whenever it deems that the DMSU or equipment is being misused, abused, or is not being maintained or repaired in accordance with this agreement.
- b. Upon termination of this agreement **RECIPIENT** agrees to return all equipment in the same condition as received; except allowances will be made for: normal wear and tear, force majeure, or other conditions over which **RECIPIENT** has no control.
- c. It is anticipated that some minor inventory discrepancies will occur whenever items of equipment are replaced, deleted or added by the **STATE** or replaced by the **RECIPIENT**. It is mutually agreed that no amendment to this agreement need be made for minor inventory discrepancies; provided however, at the termination of this agreement a complete reconciliation of all equipment will be made. The **RECIPIENT** further agrees that all replacements for equipment will be made with identical or substantially like items in quality or grade. In the event of any disagreement as to the replacement of an item, a final determination will be made by the Director of the **State Emergency Medical Services Authority**.

15. The **STATE** may, in its sole discretion, waive in advance in writing any requirement of this agreement that the Disaster Ambulance Support vehicles and 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 the writing refers.

16. The **STATE** will maintain registration and license plates for Disaster Ambulance Support Unit vehicles through the California Department of Motor Vehicles.

17. **AGREEMENT FOR USE OF RADIO EQUIPMENT:**

- a. The **STATE** will furnish the **RECIPIENT**, at **STATE'S** sole cost, radio equipment to operate on the **STATE'S** assigned frequencies as shown in Exhibits B and C.

- b. The **STATE** agrees to deliver and install, as needed, said equipment without cost to the **RECIPIENT**.
  - c. All repairs and/or maintenance to radio equipment must be performed by a Department of General Services (DGS) authorized repair facility. See DGS authorized repair facilities listed in Exhibit B.
  - d. The **RECIPIENT** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission. It is further agreed that the **STATE** may cancel this agreement at any time for violation by RECIPIENT of the laws, rules and/or regulations of the Federal Communications Commission in the use of the radio equipment. The effective period of this agreement shall be concurrent with the Federal Communications commission license(s) of said radio equipment.
  - e. The STATE is the owner of all radio equipment subject to this agreement, and all applications to the Federal Communications Commission seeking authority to add, modify or replace equipment covered by this agreement shall be made by and in the name of the State of California. In compliance with the control requirements of the Communications Act of 1934, as amended, the **STATE** hereby authorizes the **RECIPIENT** to operate said radio equipment as specified in paragraph "d" above.
17. The **STATE** assumes no liability hereunder, and RECIPIENT agrees to indemnify STATE, 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 RECIPIENT'S performance of this agreement, or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by RECIPIENT'S negligence or intentional acts.
18. 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.
19. **STRIKE TEAM MANAGEMENT / READINESS / RESPONSE:** The **RECIPIENT** agrees to manage an ambulance strike team in accordance with EMSA guidelines and maintain the DMSU in a constant state of readiness to facilitate a rapid response to local, regional and state emergencies. The **RECIPIENT** shall maintain and keep current a listing of local AST Leaders and providers, and will activate an AST within three (3) hours of notification whenever possible for Immediate Need requests, and twelve (12) hours for Planned Need requests. For the purposes of this MOU, an AST consists of 1 DMSU, 5 like capability ambulances, 1 AST Leader and 10 EMTs and/or paramedics.

**RECIPIENT:**

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Date:

**STATE OF CALIFORNIA:**

\_\_\_\_\_  
Daniel R. Smiley, Acting Director  
State of California Emergency Medical Services Authority

\_\_\_\_\_  
Date