

VEHICLE USE AGREEMENT

BETWEEN EASTSIDE RURAL COUNTY FIRE PROTECTION DISTRICT AND CITY OF
STOCKTON

1. DEFINITIONS

For purposes of this Agreement: (a) 'Assignee' refers to the Eastside Rural County Fire Protection District, the legal owner of the Vehicle; (b) 'Transferee' refers to the City of Stockton Fire Department; (c) 'Vehicle' refers to one (YEAR) Rosenbauer Tanker, Freightliner chassis, 3000-gallon water tender, VIN # _____ original purchase price \$622,539.66.

2. PURPOSE

This Agreement establishes legally binding terms governing the Transferee's possession and use of the Vehicle strictly for official governmental, emergency response, mutual aid, and operational purposes.

3. SCOPE OF USE

The Vehicle may be used within the jurisdiction of the Transferee and for any countywide or statewide mutual aid deployment deemed necessary by the Stockton Fire Chief or designee.

4. OWNERSHIP AND TITLE

The Assignee shall retain full ownership, title and an insurable interest in the Vehicle. Nothing in this Agreement conveys or implies transfer of ownership to the Transferee.

5. ASSIGNEE RESPONSIBILITIES

The Assignee shall (a) maintain legal title; (b) register the Vehicle; (c) maintain insurance coverage; and (d) retain authority to withdraw use pursuant to Section 12.

6. TRANSFEREE RESPONSIBILITIES

The Transferee shall (a) ensure proper operation; (b) perform all normal operating tasks; (c) pay for fuel; (d) perform all routine maintenance and repairs attributable to normal wear and tear at Transferees expense; (e) maintain operational readiness of the Vehicle to fire-service standards; and (f) maintain liability, collision and comprehensive insurance coverage on the Vehicle.

7. NON-ROUTINE EXPENSES

Expenses outside normal wear and tear, such as damage or deterioration that go beyond the normal aging of the Vehicle, including accident-related damage or mechanical failure unrelated to normal use, shall be shared equally (50/50) by the Assignee and Transferee unless caused by the sole negligence or willful misconduct of a party in which case full responsibility shall rest with the negligent or willful party. As provided above, each party shall be required to insure the Vehicle on their respective insurance policy.

8. LIABILITY AND INDEMNIFICATION

To the extent permitted by law, each party shall hold harmless, defend, and indemnify the other from claims, damages, or liabilities arising from its negligent or wrongful acts or omissions concerning the vehicle under this Agreement.

9. REPORTING REQUIREMENTS

The Transferee shall notify the Assignee in writing of any accident, major repair event, equipment loss, or damage within 24 hours of occurrence.

10. MUTUAL AID REIMBURSEMENT

All OES and mutual aid reimbursement, regardless of assignment, staffing, or deployment origin, shall be retained solely by the Transferee.

11. TERM

This Agreement shall remain in effect unless terminated pursuant to Section 12 or amended by mutual written agreement of both parties.

12. WITHDRAWAL OR TERMINATION

The Assignee may withdraw the Vehicle from the Transferee with no less than ninety (90) days written notice to the Stockton Fire Chief. Upon termination, the Vehicle shall be returned in good working order, accounting for reasonable wear and tear, unless the vehicle has reached the end of its useful life as defined by NFPA standards and in such case the City of Stockton shall dispose of the Vehicle by auction and apply all proceeds to the account of the Assignee.

13. DISPUTE RESOLUTION

Any dispute arising under this Agreement shall be resolved first through administrative negotiation between the Fire Chief and Board President or designee, and if unresolved, elevated to legal counsel for both agencies for non-binding resolution.

14. ENTIRE AGREEMENT

This document constitutes the complete and exclusive Agreement between the parties. Any modification must be in writing and executed by both parties.

ASSIGNEE: Eastside Rural County Fire Protection District

By: _____ Date: _____

TRANSFEE: City of Stockton Fire Department

By: _____ Date: _____