



SAN DIEGO REGIONAL FIRE & EMERGENCY SERVICES FOUNDATION AND THE CITY OF CHULA VISTA FIRE DEPARTMENT

MEMORANDUM OF UNDERSTANDING

The San Diego Regional Fire & Emergency Services Foundation (Fire Foundation) and the City of Chula Vista Fire Department (Chula Vista) enter into this MOU for the acquisition, ownership, operation, and maintenance of a Commercial Handheld Chipper, Skid Steer with attachments, and a Type 6 Fire Engine. (Project Equipment).

The Fire Foundation has \$293,000 in funds available and will grant Chula Vista said amount to partially fund the acquisition of the Project Equipment as follows.

- Chipper at cost of \$110,000 with \$32,000 from the Fire Foundation and Chula Vista funding the remaining \$78,000.
- Skid Steer and attachments at a cost of \$195,000 with \$97,500 from the Fire Foundation and Chula Vista also funding \$97,500. In addition, Chula Vista will solely be responsible for funding the acquisition of the trailer for the Skid Steer and a vehicle to tow the Skid Steer and trailer.
- Type 6 Fire Engine at a cost of \$327,000 with \$163,500 from the Fire Foundation and Chula Vista also funding \$163,500. In addition, Chula Vista will solely be responsible for funding the acquisition of all equipment for the Type 6 at an estimated cost of \$150,000.

The \$293,000 funded by the Fire Foundation comes from a grant received from the San Diego River Conservancy (Conservancy). The Fire Foundation is solely involved in funding the Project Equipment. In owning the Project Equipment, Chula Vista has full responsibility for the proper operation and maintenance of the Project Equipment.

Chula Vista agrees to the following conditions:

GENERAL CONDITIONS

1. Chula Vista will purchase and pay for said Chipper, Skid Steer with attachments, and the Type 6 Fire Engine. Chula Vista will then provide the Fire Foundation a copy of the invoices and proof of payment. The Fire Foundation will then reimburse Chula Vista for the Fire Foundation's share of the acquisition cost as specified above.
2. Chula Vista will provide to the Fire Foundation a copy of the Air Quality Control Board permit, or any other permit, required to operate the Chipper or Skid Steer, as well a picture of the Chipper, Skid Steer with attachments and Type 6 Fire Engine within 30 days of receipt of the equipment.
3. Chula Vista shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.
4. Title to the Project Equipment will be held in Chula Vista's name. The Project Equipment can't be sold for a period of at least five years without the Fire Foundation's written permission.
5. Term of the MOU is upon approval through December 31, 2029.

PROJECT EXECUTION

1. Ensure that everybody utilizing the Project Equipment is trained and qualified in its safe use.

2. Maintain the Project Equipment in good working order and store the Project Equipment in a manner to safeguard this asset. Chula Vista certifies that the Project Equipment will comply with all current local, state, and federal law and regulations which apply to the Project Equipment.
3. Chula Vista shall at all times ensure the Project Equipment complies with the California Environmental Quality Act (CEQA) and all other environmental laws, including but not limited to obtaining all necessary permits such as the Air Quality Control Board permits.
4. Chula Vista is solely responsible for all ownership, operating, permitting, and maintenance expenses.
5. Chula Vista will make the Project Equipment available for inspection by the Fire Foundation or the Conservancy at mutually agreed times.

PROJECT REPORTING AND ADMINISTRATION

1. Provide information and quotes to the Fire Foundation to include in a press release describing the project awarded and how it will benefit the Chula Vista community. Chula Vista will mention the Conservancy's and Fire Foundation's support in providing the Project Equipment in its contact with the media, on social media postings, and on its website. Fire Chief to participate in at least two media events regarding Project Equipment.
2. For a five-year period ending on December 31, 2028, Chula Vista shall provide an annual report by January 31 of each year to the Fire Foundation detailing the community chipping and brush clearance events in the Otay Valley Regional Park and Otay Reservoir and any other area in which the Chipper and Skid Steer were utilized in the prior year. The report shall include dates of the events, photo documentation of before and after fuel reduction of the events, and the cubic feet of volume of vegetation chipped/cleared or a measurement agreed upon by parties to this MOU.
3. This MOU may be amended by mutual agreement in writing between Chula Vista and the Fire Foundation.

PROOF OF INSURANCE

1. Throughout the term of this MOU, Chula Vista shall acquire and maintain a minimum of \$1 million of insurance on the Project Equipment for any theft, damage, accidents, or claims for injuries to persons or damage to property that may arise from or in connection with any activities by Chula Vista or subcontractors associated with the Project Equipment.
2. Proof of insurance shall be provided to the Fire Foundation annually throughout the term of this MOU starting within one month after acquiring each piece of Project Equipment.

SIGNS

1. Attach permanent signage, with type of sign, size and content agreeable to both parties, recognizing the Conservancy and Fire Foundation to each piece of Project Equipment. This signage shall be displayed at all times. Signage to be paid for by the Fire Foundation. Provide a photograph of the signage attached to each piece of Project Equipment within 30 days of sign delivery.

PROJECT TERMINATION

1. If Chula Vista fails to complete this Project or comply with the terms of this MOU, Chula Vista shall be liable for immediate repayment to the Fire Foundation for the full grant amount.

This MOU is approved, effective, and signed by each party this March XX, 2024.

San Diego Regional Fire & Emergency Services Foundation

City of Chula Vista Fire Department

Joan Jones, Executive Director

Harry Muns, Fire Chief