

**AGREEMENT FOR TEMPORARY TRANSFER OF
VEHICULAR EQUIPMENT-TYPE VI FIRE ENGINE**

THIS AGREEMENT, entered into this 5/1/2021, by and between the **STATE OF CALIFORNIA** acting by and between its duly appointed, qualified Director of the Governor's Office of Emergency Services (Cal OES), hereinafter called the "**STATE**," and the Merced Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFEEE**",

WITNESSETH:

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

1. The **STATE** hereby transfers possession to **TRANSFEEE** and **TRANSFEEE** hereby accepts possession from **STATE** of the fire engine and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing 5/1/2021 through 5/1/2031, for the following all-hazard 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 temporary standby for assignee's regular fire engine and the regular fire engines of other fire departments while out of service for repairs.

- a. Vehicle Description: 2020 HME/Ahrens-Fox Type 6 Wildland Fire Engine
Vehicle Designation: 5601
Vehicle License Number: 1606259
Vehicle Identification Number: 1FD0W5HT5LED22954
Value of Vehicle: \$215,599.00
Value of Hose and Appliances: \$41,826.00
- b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **STATE** and **TRANSFEEE** be changed during the term of this agreement, utilizing property accountability procedures established or approved by the **STATE**.

A. Transfer of Possession

The following outlines the steps required to complete the transfer of the fire engine from the **STATE** to the **TRANSFEEE**:

- a. The **STATE** shall send two copies of the Assignment of Equipment Form and Agreement for Temporary Transfer to the **TRANSFEEE** for signatures.
- b. The **TRANSFEEE** shall obtain the necessary signatures from the Fire Chief.
- c. The **TRANSFEEE** shall send the completed Assignment of Equipment Form and Agreement for Temporary Transfer forms back to the **STATE**.
- d. The **STATE** shall then contact the **TRANSFEEE** to schedule a date for the transfer to take place.
- e. The **TRANSFEEE** shall travel to the Cal OES Fire and Rescue Fleet Services

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

Division, located at:
3791 Bradview Drive
Sacramento, California 95827

- f. **TRANSFEEE** shall be responsible for all travel expenses (to and from) including, vehicle, fuel, food, and lodging.
- g. The **STATE** shall provide the **TRANSFEEE** with a comprehensive training session specific to the operation and maintenance of the fire engine.
- h. **TRANSFEEE** shall notify the **STATE** and the appropriate CAL OES Fire and Rescue Region Assistance Chief(s), Operational Area and Region Dispatch centers of the fire engine assignment and entering the fire engine information into the resource ordering system of record.

The following outlines the steps required to complete the return of the fire engine from the **TRANSFEEE** to the **STATE**:

- a. This section does not apply to the return of the fire engine from the **TRANSFEEE** to the **STATE** when a new or replacement fire engine is assigned by the **STATE** to the **TRANSFEEE**.
- b. The **TRANSFEEE** shall notify the **STATE** of the intent to return the fire engine to the **STATE**.
- c. The **STATE** shall coordinate a pre-inspection to be performed on the fire engine to determine the condition of the fire engine and equipment inventory of equipment. This pre-inspection shall be performed by the Cal OES Fire and Region Division Assistance Chief.
- d. The **TRANSFEEE** shall return the fire engine to the Cal OES Fire and Rescue Fleet Services Division, located at:
3791 Bradview Drive
Sacramento, California 95827
- e. **TRANSFEEE** shall be responsible for all travel expenses (to and from) including, vehicle, fuel, food, and lodging.
- f. The **STATE** shall preform a final inspection on the fire engine and the equipment inventory.

B. Housing, Maintenance, Repair and Replacement

During the term of this transfer, **TRANSFEEE** agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair (consistent with section 2 b.) said fire engine and equipment (hereinafter collectively referred to as the "fire engine" except where it is desired to refer to equipment alone, in which case the term "equipment" will be used) at its sole cost and expense, save as otherwise expressly provided in this agreement. Fire engine shall be housed on property of the **TRANSFEEE** in a manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. Fire engine shall be maintained in accordance with manufacturer's recommendations, and in such condition that it is available for immediate emergency use. Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission, differential and all running gears, brake and exhaust systems, cooling devices

including radiator, pump packing, equipment assigned to apparatus and so forth.

- a. Repairs up to and including \$100.00 for each individual item of repair shall be the responsibility of **TRANSFEEE**.
- b. Repairs exceeding \$100.00 for each individual item of repair shall be the responsibility of **STATE**; however, a \$100.00 deductible shall apply, unless in the judgment of the **STATE** the repairs results from misuse or negligence on the part of **TRANSFEEE** in the maintenance or use of the fire engine, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of **TRANSFEEE**. In no event shall **TRANSFEEE** arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of **STATE** or **TRANSFEEE**, without first obtaining authorization in writing from **STATE**.
- c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **STATE**, save to the extent **STATE** deems damage thereto to be the result of negligence or misuse on the part of **TRANSFEEE**, in which event **TRANSFEEE** will bear such portion of the replacement cost thereof as the **STATE** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained by **STATE** prior to procurement.
- d. Maintenance and repairs must be requested and authorized pursuant to Cal OES, Fire and Rescue Division Operations Bulletin # 18, which is here by incorporated into this agreement by reference.
- e. Repair or replacement of the fire engine transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **STATE** has dispatched or directed the dispatch of said apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **STATE** has reassigned said apparatus pursuant to the provisions of paragraph 10 of this agreement, shall be the responsibility of **STATE** However, in the event that any such loss or damage is due to the negligence of **TRANSFEEE**, under such circumstances, **TRANSFEEE** shall be liable therefore to the extent that the **STATE** deems equitable. **TRANSFEEE** 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 this paragraph.

3. Inspection of Apparatus

TRANSFEEE agrees that representatives of **STATE** and other authorized State personnel may inspect the fire engine at any time, with or without advance notice.

4. Staffing

Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said fire engine. The **TRANSFEEE**

shall provide personnel to staff the transferred fire engine per FIRESCOPE ICS standards with the expectation of staffing with three trained fire personnel for out of operational area assignments.

Per the California Fire Assistance Agreement, personnel under this Agreement are expected to be available for a minimum of seven (7) days (elapsed time) excluding travel, before needing replacement, regardless of the number of assignments from original dispatch. When local government personnel, staffing the fire engine, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by **STATE**.

5. Personal Protective Equipment (PPE) and Specialized Equipment

In addition to providing the standard complement of firefighting PPE, it shall be the **TRANSFEREE'S** responsibility to provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and 8 CA ADC § 3401 et seq. This shall include, but not be limited to, one Traffic Vest (ANSI / ISEA 207) for each seating position. In addition, we recommend chainsaw chaps be provided.

6. Training

Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) (January 2014 version) or NWCG 310-1 (October 2020 version). Personnel staffing **STATE** Type VI Fire Engines shall include the following qualifications: Company Officer (Engine Boss/ENGB), Apparatus Operator (engineer), and Firefighter (FFT1 or FFT2). **TRANSFEREE** agrees to participate in an off-road train-the-trainer course and to adopt an off-road training program for their respective agencies.

7. Dispatching

All movement of the fire engine shall be handled through the official dispatching channels of **TRANSFEREE**. **TRANSFEREE** dispatchers will recognize and act on all official requests for movement of the fire engine in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **STATE** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the said apparatus and equipment whenever, in the opinion of the Director of the Governor's Office of Emergency Services, their representatives, or Operational Area and Regional Fire

and Rescue Coordinators, such equipment and apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the **STATE**.

8. Mutual Aid Response

Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

9. Reimbursable Response

Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, the Emergency Management Assistance Compact, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

10. Temporary Use

TRANSFeree shall be permitted to use the fire engine for temporary cover of fire stations when emergency conditions warrant, or when regular fire engine is out of service for repairs. In either case, the **TRANSFeree** shall immediately notify the Operational Area Dispatch Center. The **TRANSFeree** further agrees that Cover-in or Standby of the fire engine exceeding 90 days is at the discretion of the **STATE**.

11. Temporary Transfer

- a. A transfer of the fire engine or any portion thereof by **TRANSFeree** for any period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire and Rescue Coordinator and the **STATE**, providing that at the time such fire engine is received, such Temporary Transferee furnish **TRANSFeree** and **STATE** a letter to the effect that Temporary Transferee assumes all obligations and criteria of **TRANSFeree** with respect to such fire engine under this agreement during the period of transfer, including insurance coverage in accordance with Paragraph 13 or 14, as appropriate, and a copy of this Agreement is provided to the Temporary Transferee. Any transfer by **TRANSFeree** for a period of more than seven consecutive days shall be subject to authorization by the **STATE** and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment", with the agency requesting the transfer.
- b. Whenever fire engine is transferred in accordance with the provisions of paragraph 11.a, regular **TRANSFeree** shall be relieved of its obligations under this agreement during such period of transfer.
- c. Complete a written Temporary Cal OES Fire Engine Transfer Record, Exhibit "B". The **TRANSFeree** will retain one copy, the Temporary Transferee will retain one copy, and one copy will be forwarded to the **STATE**.

12. Reports and Records

TRANSFeree shall maintain daily and monthly reports on the details of fire engine

Use on OES F-101 Form. A Smoke Opacity Test, Pump Test, and Hose Test, and Ladder Test shall be completed annually. Written results of all tests and reports shall be forwarded to the **STATE**, by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

13. Report of Accidents

TRANSFEEE shall immediately notify **STATE** following any and all accidents involving this fire engine. It shall be the responsibility of **TRANSFEEE** to fill out State Form 270, "Report of Automobile Accident," and file the report with the **STATE**. A copy of this report shall be retained by the **TRANSFEEE** and the original and four copies forwarded to the **STATE**.

14. Insurance Protection (Non- State Agencies)

- a. **TRANSFEEE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFEEE** and the **STATE** 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 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. Said certificate must include the description of the fire engine including VIN, state license number and fire engine number.
- b. In the event the **TRANSFEEE** is self-insured, **TRANSFEEE** in lieu of a certificate of insurance shall furnish the **STATE** a written statement of such fact. In such event **TRANSFEEE** agrees to hold the **STATE** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the fire engine under the terms of this agreement.
- c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The **STATE** will be named as a loss payee. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

15. Insurance Protection (State Agencies)

Any insurance necessary for coverage of the fire engine shall be the sole responsibility of the department having custody of the vehicle. **TRANSFEEE** agrees to report apparatus as being under its control to the Insurance Officer, Department of General Services.

16. Termination of Agreement

- a. Either party may terminate this agreement upon 14 days written notice to other party, or **TRANSFEEE** may relinquish or **STATE** may repossess any

portion of the fire engine upon like notice to the other party, except that **STATE** may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this agreement.

- b. Upon the termination of this agreement, **TRANSFeree** agrees to return said fire engine in the same condition as received, reasonable wear and tear excepted.
- c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **STATE** or replaced by **TRANSFeree**, it is mutually agreed that no amendment to this agreement need be made at the time of the change; provided however, at the termination of this agreement a complete reconciliation of all equipment will be made. **TRANSFeree** further agrees that all replacements for fire engine or equipment will be made with identical or substantially like items as approved by the **STATE**.
- d. Nothing in this agreement shall be construed to create a new property interest or right of action for the **TRANSFeree**.

17. Unauthorized Use of **STATE** Fire Engine and Equipment

Use of this fire engine other than as specified in paragraph 1 will be considered a breach of this agreement.

18. Use of Radio Equipment

- a. **STATE** will furnish at **STATE's** sole cost, radio equipment installed in the fire engine to be operated on the current approved State radio load.
- b. **STATE** agrees to maintain said radio equipment without cost to **TRANSFeree**.
- c. The **TRANSFeree** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.
- d. Ownership of said equipment is in the **STATE**, and all applications to the Federal Communications Commission seeking authority to add, modify or replace radio equipment covered by this agreement shall be made by and in the name of the State of California. To activate this agreement and in compliance with the control requirements of the Communications Act of 1934, as amended, the **STATE** hereby deputizes the Chief of the agency of said **TRANSFeree**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in paragraph "c" above.
- e. **STATE** assumes no liability hereunder 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 performance of this agreement

or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

19. Notices

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 Merced Fire Department, 99 E. 16th. Merced, CA 95340 and to the **STATE** at Governor's Office of Emergency Services, Fire and Rescue Division, 3650 Schriever Avenue, Mather, CA 95655. The address to which notices shall or may be mailed as aforesaid to either party 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.

20. Alterations and Variations

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.

21. Waivers

The **STATE** 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 fire engine and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific fire engine or equipment to which it refers. No failure to enforce any provision of this Agreement shall be construed as a waiver of the provision. Any waiver, in order to be effective, must be in writing and shall only be effective for the instance specified in the writing.

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Fire and Rescue Division

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

TRANSFeree:

Merced Fire Department

By: _____
Stephanie Dietz, City Manager

STATE OF CALIFORNIA:

Mark S. Ghilarducci
Director
Governor's Office of Emergency Services

By: _____
Brian S. Marshall
State Fire and Rescue Chief

APPROVED AS TO FORM:

 02/17/21
PHAEDRA A. NORTON Date
City Attorney

State of California
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Fire and Rescue Division

EXHIBIT "A"
EQUIPMENT INVENTORY: Type VI Fire Engine

QUAN	DESCRIPTION	OES NUMBER	SERIAL NUMBER
FIRE HOSE			
3	1 ½" NH X 50', Structural Hose		
1	1 ½" NH X 35', Structural Hose		
1	1 ½" NH X 35', Wildland Hose		
1	3" NH X 15' Soft Suction Hose		
8	3" NH X 50 Structural Hose		
3	1 ½" NH X 100', Wildland Hose		
3	1" NPSH X 100', Wildland Hose		
3	5/8" GHT X 100', Wildland Hose		
HOSE REEL FIRE HOSE			
2	¾" NPSHX 50', Hose Reel		
SUCTION HOSE			
2	3" NH X 9', Suction Hose		
1	1 ½" NH X 8, Suction Hose		
NOZZLES			
1	1 ½" NH Nozzle Structural, 30-125 GPM, Pistol Grip		
1	1 ½" NH Nozzle, Structural, 30-125 GPM, Break-Apart		
2	1 ½" NH Nozzle, Wildland, 20-60 GPM		
1	1" NPSH Foam Nozzle, Pistol Grip		
1	¾" GHT Nozzle, Wildland		
4	1" NPSH Nozzle, Wildland, 10-23 GPM		
1	1 ½" NH Nozzle, Wildland w/ Foam Nozzle Attached		
ADAPTERS AND FITTINGS			
1	2 ½" NH Double Male		
1	2 ½" NH Double Female		
1	2 ½" NH-F X 1 ½" NH-M Reducer		
1	1 ½" NH Double Male		
2	1 ½" NH Double Female		
1	1" NPSH Double Male		
1	1" NPSH Double Female		
1	1 ½" NH-F X 1" NH-M Reducer		
2	1 ½" NH-F X 1" NPSH-M Reducer		
3	1" NPSH-F X ¾" GHT-M Reducer		
1	1 ½" NH-F X 2 ½" NH-M Increaser		
1	¾" GHT-F X 1" NPSH-M Increaser		
1	1" NPSH-F X 1 ½" NH-M Increaser		
1	3" NH-F X 2 ½" NH-F Adapter		
1	1 ½" NPSH-F X 1 ½" NH-M Adapter		
1	1 ½" NH-F X 1 ½" NPSH-M Adapter		
1	1" NH-F X 1" NPSH-M Reducer		
1	1 ½" NH-F X 1 ½" NH-M In-Line Shut-Off		
1	1" NPSH-F X 1" NPSH-M In-Line Shut-Off		
5	¾" GHT-F X ¾" GHT-M In-Line Shut-Off		
HOSE APPLIANCES			
1	2 ½" NH-F X 1 ½" NH-F X 1 ½" NH-F Gated Wye		
2	1 ½" NH-F X 1 ½" NH-M X 1 ½" NH-M Gated Wye		

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1	1" NPSH-F X 1" NPSH-M X 1" NPSH-M Gated Wye		
1	¾" GHT-F X ¾" GHT-M X ¾" GHT-M Gated Wye		
3	1 ½" NH-F X 1 ½" NH-M X 1" NPSH-M Tee		
3	1" NPSH-F X 1" NPSH-M X 1" NPSH-M Tee		
1	3" NH Suction Hose Strainer		
1	1 ½" NH Strainer/Foot Valve		
1	1 ½" NH Floating Strainer		
LADDERS			
1	Little Giant Ladder, 20'		
HAND TOOLS			
1	Pick-Head Axe, 6 LB, 36" Handle		
1	Flat-Head Axe, 6 LB, 36" Handle		
1	Pike Pole, 6'		
1	Rubbish Hook, 6'		
2	Forest Fire Shovel		
1	McLeod		
1	Pulaski		
1	Fire Rake		
1	Council Combination Tool		
2	Hay Hooks		
1	Pipe Wrench, 24"		
1	Bolt Cutters, 24"		
1	Fence Pliers		
HOSE ACCESSORIES			
2	Forestry Spanner Wrench, Combination		
1	Dead-Blow Hammer, 2 LB		
1	Hydrant Wrench		
2	Spanner Wrench		
1	Foam Can Wrench		
1	Hose Roller		
2	Wildland Hose Clamp		
PORTABLE PUMP			
1	Portable Pump, 119 GPM, 64 PSI		
2	2" NPT-F X 1 ½" NH-M Adapter		
1	Fuel Can, 2 ½ Gallon, Regular Fuel		
BACKPACK PUMP			
1	Backpack Pump, 5 Gallon		
DRIP TORCH			
1	Drip Torch		
TRUCK EQUIPMENT			
2	Chock Blocks		
1	Triangle Warning Reflectors		
1	Electronic Road Flare Kit		
1	Traffic Cones, Collapsible Kit,		
1	Jack, 8-Ton		
1	Tow Chain, 25' X 3/8", 6,660 LB Working Load		
CHAIN SAW			
1	Chain Saw, 24" Bar, Standard Chain		
1	Spark Plug, Spare		
1	Air Filter, Spare		
1	Bar, 24", Spare		

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1	Bar Oil, 1 Gallon		
1	Chain Saw Tool Kit		
FIRE EXTINGUISHERS			
1	30 LB BC Fire Extinguisher		
1	5 LB ABC Fire Extinguisher		
EXTRICATION EQUIPMENT			
1	Spreader, eDRAULIC		
1	Cutter, eDRAULIC		
1	Ram, eDRAULIC		
	Rechargeable Battery		
1	Battery Charger, Multi-Bank		
MEDICAL EQUIPMENT			
1	Trauma Kit		
1	Burn Kit		
ROPE			
1	Utility Rope, ½" X 100'		
1	Rope Bag		
G.P.S.			
1	Garmin		

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Fire and Rescue Division

EXHIBIT "B"
RADIO INVENTORY: Type VI Fire Engine

QUAN	DESCRIPTION	OES NUMBER	SERIAL NUMBER
MOBILE RADIOS			
1	Mobile Radio, Bendix-King, KNG M-150		
PORTABLE RADIOS			
1	Portable Radio, Bendix-King, KNG P-150		
1	Speaker Microphone		
1	Battery Holder		
1	Carrying Case, Leather		

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Fire and Rescue Division

EXHIBIT "C"
TEMPORARY CAL OES FIRE ENGINE TRANSFER RECORD

NO.	ARTICLE	OES DECAL	QUANTITY
1.	500 GPM Type IV Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	OES -	1
2.	License No: 1606259		
3.	VIN No: 1FD0W5HT5LED22954		
4.	Engine Number: 5601		
5.	Proof of Insurance:		
6.	Inventory Completed:		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: _____

SIGNATURES:

PERMANENT TRANSFEREE

Date _____

TEMPORARY TRANSFEREE

Date _____

EXHIBIT "D"
INSURANCE REQUIREMENTS

Part of the agreement through which the **STATE** makes a temporary transfer of vehicular equipment is the agreement on the part of the **TRANSFeree** to furnish certain evidence of insurance. Your organization, as a transferee of equipment, will want to be mindful of these requirements and assure they are complied with.

Liability Insurance

A certificate of insurance shall be furnished to the **STATE** providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURANCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Loss Payee and Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the **STATE**.
3. The **STATE** shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the fire engine including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The **STATE** will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

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Description of Fire Engine

VEHICLE

2020 FORD (HME)

VALUE

\$215,599.00

License Number: 1606259

VIN Number: 1FD0W5HT5LED22954

Engine Number: 5601

EQUIPMENT

Hose and Appliance

\$41,826.00

EXHIBIT "E"

Original text of letter addressed to the California Fire Service outlining the specifications to be considered for a Type VI fire engine assignment:

As a result of the Governor's Blue-Ribbon Commission of the 2003 Fire Siege, the Governor's Office of Emergency Services, Fire and Rescue Division has purchased seventy-nine Type VI fire engines.

Cal OES, Fire and Rescue Division is notifying agencies that are interested in becoming a transferee of the new Type VI fire engines. These fire engines will be assigned within the Cal OES Regions. Agencies desiring to house and staff these fire engines must meet the following criteria for consideration of transfer. All these items must be addressed in your fire engine request.

Training:

- Personnel responding with the fire engine shall meet wildland fire and ICS training standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1 (Current version) for the following positions:
 - 1 Engine Boss or Company Officer
 - 1 Apparatus Operator (Engineer)
 - 1 Firefighter (Type 1 or 2 Firefighter)
- The department has or will adopt a 4X4 Driver Training Program

Cal OES, Fire and Rescue Division Type VI TRANSFEEE will be expected to meet and accept the following work assignments & staffing:

- Backfire, Burnout, Holding, and Mop-Up
- Progressive Hose Lays, Hose Lays supplemented with portable pumps
- Construct Hand lines
- Mobile Pumping
- Operate in Off-Road Environment
- Meet the expected 7-Day minimum assignment period in compliance with the California Fire Assistance Agreement.
- Meet FIRESCOPE compliant 3-person staffing
- The ability to staff 3-person staffing for out of Operational Area dispatches
- The transfer agreement that transfers the fire engine requires that a fire department staff the fire engine for immediate need with 3 fully trained personnel.
- The department should assess if it has the staffing capability to send the engine out (minimum 3 fire fighters) for 7-14 days (excluding travel time)