### RONNIE R. VILLANUEVA INTERIM FIRE CHIEF

August 28, 2025

BOARD OF FIRE COMMISSIONERS FILE NO. 25-049

TO:

**Board of Fire Commissioners** 

FROM: KV

Ronnie R. Villanueva, Interim Fire Chief

SUBJECT:

AGREEMENT BETWEEN THE LOS ANGELES CITY FIRE

DEPARTMENT AND THE GOVERNOR'S OFFICE OF EMERGENCY

SERVICES COVERING THE TEMPORARY TRANSFER OF

VEHICULAR EQUIPMENT - TYPE VI FIRE ENGINES

	FINAL ACTION:	Approved Denied	Approved w/Corrections Received & Filed	Withdrawn Other
1				

### SUMMARY

The Los Angeles City Fire Department (LAFD) entered into an agreement with the Governor's Office of Emergency Services (CalOES) to accept the temporary transfer of four Type VI fire engines and associated equipment. The LAFD previously entered into a similar agreement with CalOES in 2015 for the transfer of five Type III fire engines, which remain in service today. These agreements have proven highly beneficial by augmenting the City's resources. Acceptance of the Type VI engines further increases opportunities for state-level reimbursement for staffing under the California Fire Assistance Agreement and Pre-Positioning Authorizations.

The addition of Type VI engines will strengthen the LAFD's ability to provide all-hazard emergency service, with particular effectiveness in wildland-urban interface vegetation fires. These engines are smaller, equipped with four-wheel drive, and feature independent pumps that allow for mobile water application while driving. The CalOES Type VI engines and equipment will be strategically positioned across the City to ensure rapid deployment as either part of a strike team or as single resources.

As State-owned resources, the four engines assigned to the LAFD will be designated as part of OES Strike Team (S/T) 1881F. Each apparatus carries a CalOES resource designation, which is prominently displayed on its exterior.

### **RECOMMENDATIONS**

That the Board:

- Approve the LOA(s) between the LAFD and CalOES allowing for the implementation of four Type VI fire engines and associated equipment for a period of ten years.
- 2. Transmit the LOA(s) to the Mayor in accordance with Executive Directive 3, and to the City Council for approval.
- 3. Request the City Council, subject to approval of the Mayor, approve the LOA(s) for the period of July 18, 2025, to July 18, 2035.

### FISCAL IMPACT

The value of each vehicle is \$215,599.00, with assigned equipment valued at \$41,826.00. The total value of each fully equipped Type VI engine is \$257,425.00, and the combined value of all four engines is \$1,029,700.00. There is no impact to the General Fund.

### DISCUSSION

The integration of additional Type VI fire engines into the LAFD's extreme weather deployment models will significantly enhance the Department's capacity for all-hazard emergency response, particularly in vegetation fires. Their smaller size, four-wheel drive, and pump-and-roll capability make them especially effective in challenging terrain. Acceptance of these CalOES engines also expands the Department's fleet while providing access to staffing reimbursement through the California Fire Assistance Agreement. Additionally, staffing these apparatuses will allow LAFD members to increase qualifications under the California Incident Command Certification System (CICCS), thereby advancing both operational efficiency and firefighter safety.

### CONCLUSION

The acceptance of four Type VI fire engines from CalOES represents a critical investment in strengthening the LAFD's operational capacity, enhancing firefighter safety, and improving the City's ability to respond to wildland and all-hazard incidents. This agreement continues the Department's successful collaboration with CalOES and ensures that Los Angeles is better prepared to meet the growing demands of emergency response while maximizing opportunities for state-level reimbursement and resource support.

Board Report prepared by Sloane L. Joseph, Battalion Chief, Executive Officer, Emergency Operations.

Attachments



Date: June 26, 2025

Ronnie Villanueva, Fire Chief Los Angeles City Fire Department 200 N. Main St. Room 1800 Los Angeles, CA 90012

Dear Chief Ronnie Villanueva,

You will find enclosed two copies of Assignment of Equipment Form, and Agreement for Temporary Transfer of Vehicular Equipment covering the transfer of Cal OES Fire Engine Number: 1611 to the Los Angeles City Fire Department. The agreement is effective July 18, 2025.

Please have the authorized official sign both copies of the above-mentioned documents and return one original set to our office. Cal OES cannot transfer the fire engine to your agency until this signed agreement is returned.

Cal OES must also be furnished with a Certificate of Insurance, or a letter certifying self-insurance in the amounts required, in accordance with Paragraph 11 of the Agreement for Temporary Transfer of Vehicular Equipment.

If you have any questions regarding this transfer, please feel free to contact our office.

Sincerely,

— Docusigned by:

Brian Marshall
— C24628272729408...

BRIAN S. MARSHALL State Fire and Rescue Chief

BSM/ Enclosures

Cc: Anthony Marrone. Region, I Fire and Rescue Coordinator
Ronnie Villanueva, Operational Area Coordinator
Art Torrez, Cal OES Fire and Rescue Deputy Chief, South Operations
Greg McKeown, Cal OES Fire and Rescue Assistant Chief
Jimmy Harris, Cal OES fire and Rescue Assistant Chief

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

**THIS AGREEMENT**, entered into this July 18, 2025, 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 Los Angeles City Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFEREE**",

### WITNESSETH:

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

1. The **STATE** hereby transfers possession to **TRANSFEREE** and **TRANSFEREE** 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 July 18, 2025, through July 18, 2035, 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: 1611

Vehicle License Number: 1611773

Vehicle Identification Number: 1FD0W5HT6LED23014

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 **TRANSFEREE** be changed during the term of this agreement, utilizing property accountability procedures established or approved by the **STATE**.

### A. <u>Transfer of Possession</u>

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

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

Division, located at:

3791 Bradview Drive

Sacramento, California 95827

- TRANSFEREE shall be responsible for all travel expenses (to and from) f. including, vehicle, fuel, food, and lodging.
- The STATE shall provide the TRANSFEREE with a comprehensive training g. session specific to the operation and maintenance of the fire engine.
- TRANSFEREE shall notify the STATE and the appropriate CAL OES Fire and h. 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 TRANSFEREE to the STATE:

- This section does not apply to the return of the fire engine from the a. TRANSFEREE to the STATE when a new or replacement fire engine is assigned by the STATE to the TRANSFEREE.
- The TRANSFEREE shall notify the STATE of the intent to return the fire engine b. to the STATE.
- The STATE shall coordinate a pre-inspection to be performed on the fire C. 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.
- The TRANSFEREE shall return the fire engine to the Cal OES Fire and Rescue d. Fleet Services Division, located at:

3791 Bradview Drive

Sacramento, California 95827

- TRANSFEREE shall be responsible for all travel expenses (to and from) e. including, vehicle, fuel, food, and lodging.
- The STATE shall preform a final inspection on the fire engine and the f. equipment inventory.

#### В. Housing, Maintenance, Repair and Replacement

During the term of this transfer, TRANSFEREE 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 TRANSFEREE 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 **TRANSFEREE**.
- 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 **TRANSFEREE** 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 **TRANSFEREE**. In no event shall **TRANSFEREE** arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of **STATE** or **TRANSFEREE**, 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 **TRANSFEREE**, in which event **TRANSFEREE** 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 TRANSFEREE, under such circumstances, TRANSFEREE shall be liable therefore to the extent that the STATE deems equitable. TRANSFEREE 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. <u>Inspection of Apparatus</u>

**TRANSFEREE** 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 **TRANSFEREE** 

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.

### Personal Protective Equipment (PPE) and Specialized Equipment 5.

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. <u>Temporary Use</u>

**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 "C". 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

**TRANSFEREE** shall immediately notify **STATE** following any and all accidents involving this fire engine. It shall be the responsibility of **TRANSFEREE** 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 **TRANSFEREE** and the original and four copies forwarded to the **STATE**.

### 14. Insurance Protection (Non-State Agencies)

- a. **TRANSFEREE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFEREE** 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 <u>naming State of California as Additional Insured</u>. 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 **TRANSFEREE** is self-insured, **TRANSFEREE** in lieu of a certificate of insurance shall furnish the **STATE** a written statement of such fact. In such event **TRANSFEREE** 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, <u>shall</u> 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. <u>Insurance Protection</u> (State Agencies)

Any insurance necessary for coverage of the fire engine shall be the sole responsibility of the department having custody of the vehicle. **TRANSFEREE** 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 **TRANSFEREE** 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

## State of California GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Fire and Rescue Division

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 Los Angeles City Fire Department, 200 N. Main St. Room 1800, Los Angeles, CA 90012, 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.

#### Alterations and Variations 20.

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.

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

TRANSFEREE:	STATE OF CALIFORNIA:
Los Angeles City Fire Department	Nancy Ward  Director
Signed by:	Governori's Office of Emergency Services
By:OFFFAD2C16E046B	By: Brian Marshall
Ronnie Villanueva, Fire Chief	Brian S. Marshall
	State Fire and Rescue Chief

## EXHIBIT "A" EQUIPMENT INVENTORY: Type VI Fire Engine

QUAN	DESCRIPTION	OES	SERIAL
		NUMBER	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	3/4" 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	3/4" GHT Nozzle, Wildland		
4	1" NPSH Nozzle, Wildland, 10-23 GPM		
1	1 ½" NH Nozzle, Wildland w/ Foam Nozzle Attached		
	ADAPTERS AND FITTINGS		allana, " 12,
11	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	34" GHT-F X 1" NSPH-M Increaser		
1	1" NPSF-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	3/4" GHT-F X 3/4" 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		

1	1" NPSH-F X 1" NPSH-M X 1" NPSH-M Gated Wye	
1		
	3/" GHT-F X 3/" GHT-M X 3/" 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	
<u> </u>	3" NH Suction Hose Strainer	
1	1 ½" NH Strainer/Foot Valve	
	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	
i	Fire Rake	
i	Council Combination Tool	
2	Hay Hooks	
1	Pipe Wrench, 24"	
1	Bolt Cutters, 24"	
1	Fence Pliers	
Ė	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	
Ĺ	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	

1	Bar Oil, 1 Gallon	
1	Chain Saw Tool Kit	
	FIRE EXTINGUISHERS	X 1
1	30 LB BC Fire Extinguisher	
1	5 LB ABC Fire Extinguisher	
	EXTRICATION EQUIPMENT	100
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	

## 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		

TEMPORARY TRANSFEREE

### State of California GOVERNOR'S OFFICE OF EMERGENCY SERVICES 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: 1611773		
3.	VIN No: 1FD0W5HT6LED23014		
4.	Engine Number: 1611		
5.	Proof of Insurance:		
6.	Inventory Completed:		
7.			
8.			
9.			
10.			
11.			
REASON FO	OR TEMPORARY TRANSFER:	·	
SIGNATURE			
	Da NT TRANSFEREE	te	

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.

### **Description of Fire Engine**

 VEHICLE
 VALUE

 2020 FORD (HME)
 \$215,599.00

License Number: 1611773

VIN Number: <u>1FD0W5HT6LED23014</u>

Engine Number: 1611

**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 TRANSFEREE 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)



**Certificate Of Completion** 

Envelope Id: 05EB6B6A-90FF-43C4-8AD0-8692A3341AFB

Subject: Complete with Docusign: 1611\_Los Angeles City Fire Department\_Type VI Agreement.pdf

Source Envelope:

Document Pages: 17 Certificate Pages: 5

AutoNav: Enabled

Signatures: 3 Initials: 0

Envelope Originator: Mitch Higgins 3650 Schriever Ave Mather, CA 95630

Status: Completed

Mitch.Higgins@CalOES.ca.gov IP Address: 12.198.223.202

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

**Record Tracking** 

Status: Original

6/26/2025 11:55:57 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Mitch Higgins

Mitch.Higgins@CalOES.ca.gov

Pool: StateLocal

Pool: California Governor's Office of Emergency

Services

Location: Docusign

Location: DocuSign

Signer Events

Brian Marshall Brian.Marshall@CalOES.ca.gov

Fire and Rescue Chief

Security Level: Email, Account Authentication

(None)

Signature

Brian Marshall C2462827272940B...

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1010:b32c:9546:9c08:b430:f9f1:ae06

**Timestamp** 

Sent: 6/26/2025 12:01:58 PM Viewed: 6/26/2025 12:39:26 PM Signed: 6/26/2025 12:39:43 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ronnie Villanueva

ronnie.villanueva@lacity.org

Security Level: Email, Account Authentication (None)

Ronnie Villanueva -0FFFAD2C16E046B...

Signature Adoption: Pre-selected Style Using IP Address: 161.149.63.163

Sent: 6/26/2025 12:39:44 PM

Resent: 7/9/2025 8:48:33 AM Viewed: 7/9/2025 2:15:26 PM Signed: 7/9/2025 2:16:20 PM

Electronic Record and Signature Disclosure:

Accepted: 7/9/2025 2:15:26 PM

ID: 580c8de9-b765-484b-96c0-a52a47c0b2c7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

**Carbon Copy Events** 

Mitch Higgins

mitch.higgins@caloes.ca.gov

Deputy Chief / Fleet

California Governor's Office of Emergency Services

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:**Not Offered via Docusign

**Electronic Record and Signature Disclosure** 

**Status** 

COPIED

**Timestamp** 

Sent: 7/9/2025 2:16:22 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2025 12:01:58 PM
Certified Delivered	Security Checked	7/9/2025 2:15:26 PM
Signing Complete	Security Checked	7/9/2025 2:16:20 PM
Completed	Security Checked	7/9/2025 2:16:22 PM
Payment Events	Status	Timestamps

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO California Governor's Office of Emergency Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### How to contact Carahsoft OBO California Governor's Office of Emergency Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kris.rhodewalt@caloes.ca.gov

## To advise Carahsoft OBO California Governor's Office of Emergency Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kris.rhodewalt@caloes.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

## To request paper copies from Carahsoft OBO California Governor's Office of Emergency Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO California Governor's Office of Emergency Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO California Governor's Office of Emergency Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO California Governor's Office of Emergency Services during the course of your relationship with Carahsoft OBO California Governor's Office of Emergency Services.

' GOVERNOR



Date: June 26, 2025

Ronnie Villanueva, Fire Chief Los Angeles City Fire Department 200 N. Main St. Room 1800 Los Angeles, CA 90012

Dear Chief Ronnie Villanueva,

You will find enclosed two copies of Assignment of Equipment Form, and Agreement for Temporary Transfer of Vehicular Equipment covering the transfer of Cal OES Fire Engine Number: 1614 to the Los Angeles City Fire Department. The agreement is effective July 18, 2025.

Please have the authorized official sign both copies of the above-mentioned documents and return one original set to our office. Cal OES cannot transfer the fire engine to your agency until this signed agreement is returned.

Cal OES must also be furnished with a Certificate of Insurance, or a letter certifying self-insurance in the amounts required, in accordance with Paragraph 11 of the Agreement for Temporary Transfer of Vehicular Equipment.

If you have any questions regarding this transfer, please feel free to contact our office.

Sincerely,

-DocuSigned by:

Brian Marshall

BRIAN S. MARSHALL State Fire and Rescue Chief

BSM/ Enclosures

Cc: Anthony Marrone. Region I Fire and Rescue Coordinator Ronnie Villanueva, Operational Area Coordinator Art Torrez, Cal OES Fire and Rescue Deputy Chief, South Operations Greg McKeown, Cal OES Fire and Rescue Assistant Chief Jimmy Harris, Cal OES fire and Rescue Assistant Chief

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

**THIS AGREEMENT**, entered into this July 18, 2025, 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 Los Angeles City Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFEREE**",

### WITNESSETH:

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

1. The **STATE** hereby transfers possession to **TRANSFEREE** and **TRANSFEREE** 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 July 18, 2025, through July 18, 2035, 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: 1614

Vehicle License Number: 1606261

Vehicle Identification Number: 1FD0W5HT3LED23004

Value of Vehicle: \$215,599.00

Value of Hose and Appliances: \$41,826.00

 Equipment inventories (Exhibit "A") may by mutual concurrence of the STATE and TRANSFEREE 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 **TRANSFEREE**:

- a. The **STATE** shall send two copies of the Assignment of Equipment Form and Agreement for Temporary Transfer to the **TRANSFEREE** for signatures.
- b. The TRANSFEREE shall obtain the necessary signatures from the Fire Chief.
- c. The **TRANSFEREE** 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 **TRANSFEREE** to schedule a date for the transfer to take place.
- e. The TRANSFEREE 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

- TRANSFEREE shall be responsible for all travel expenses (to and from) f. including, vehicle, fuel, food, and lodging.
- The STATE shall provide the TRANSFEREE with a comprehensive training g. session specific to the operation and maintenance of the fire engine.
- TRANSFEREE shall notify the STATE and the appropriate CAL OES Fire and h. 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 TRANSFEREE to the STATE:

- This section does not apply to the return of the fire engine from the a. TRANSFEREE to the STATE when a new or replacement fire engine is assigned by the **STATE** to the **TRANSFEREE**.
- The TRANSFEREE shall notify the STATE of the intent to return the fire engine b. to the STATE.
- The STATE shall coordinate a pre-inspection to be performed on the fire C. 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.
- The TRANSFEREE shall return the fire engine to the Cal OES Fire and Rescue d. Fleet Services Division, located at:

3791 Bradview Drive

Sacramento, California 95827

- TRANSFEREE shall be responsible for all travel expenses (to and from) e. including, vehicle, fuel, food, and lodging.
- The STATE shall preform a final inspection on the fire engine and the f. equipment inventory.

### Housing, Maintenance, Repair and Replacement В.

During the term of this transfer, TRANSFEREE 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 TRANSFEREE 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 **TRANSFEREE**.
- 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 **TRANSFEREE** 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 **TRANSFEREE**. In no event shall **TRANSFEREE** arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of **STATE** or **TRANSFEREE**, 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 **TRANSFEREE**, in which event **TRANSFEREE** 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 TRANSFEREE, under such circumstances, TRANSFEREE shall be liable therefore to the extent that the STATE deems equitable. TRANSFEREE 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. <u>Inspection of Apparatus</u>

**TRANSFEREE** 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 **TRANSFEREE** 

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. <u>Dispatching</u>

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. <u>Mutual Aid Response</u>

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. <u>Temporary Transfer</u>

- 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 "C". 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

**TRANSFEREE** shall immediately notify **STATE** following any and all accidents involving this fire engine. It shall be the responsibility of **TRANSFEREE** 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 **TRANSFEREE** and the original and four copies forwarded to the **STATE**.

### 14. <u>Insurance Protection</u> (Non-State Agencies)

- a. TRANSFEREE agrees forthwith to furnish evidence of insurance protecting the legal liability of the TRANSFEREE 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.
- In the event the **TRANSFEREE** is self-insured, **TRANSFEREE** in lieu of a certificate of insurance shall furnish the **STATE** a written statement of such fact. In such event **TRANSFEREE** 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, <u>shall</u> 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.

## 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. **TRANSFEREE** 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 **TRANSFEREE** 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 Los Angeles City Fire Department, 200 N. Main St. Room 1800, Los Angeles, CA 90012, 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.

#### Alterations and Variations 20.

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.

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

TRANSFEREE:	STATE OF CALIFORNIA:
Los Angeles City Fire Department	Nancy Ward  Director
Signed by:  Ronnie Villanueva  By:  OFFFAD2C16E0468	Government Office of Emergency Services  Brian Marshall  By:
Ronnie Villanueva, Fire Chief	Brian S. Marshall State Fire and Rescue Chief

## **EXHIBIT "A" EQUIPMENT INVENTORY:** Type VI Fire Engine

QUAN	DESCRIPTION	OES	SERIAL
		NUMBER	NUMBER
0	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		
	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		
2	HOSE REEL FIRE HOSE		
	34" 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		
i	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	3/4" GHT Nozzle, Wildland		
4	1" NPSH Nozzle, Wildland, 10-23 GPM		
1	1 ½" NH Nozzle, Wildland w/ Foam Nozzle Attached		
R. M. H	ADAPTERS AND FITTINGS		A 10 1 1 1 1
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 3/4" GHT-M Reducer		
1	1 ½" NH-F X 2 ½" NH-M Increaser		
1	3/4" GHT-F X 1" NSPH-M Increaser		
1	1" NPSF-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	34" GHT-F X 34" GHT-M In-Line Shut-Off		
HE.	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		

1	1" NPSH-F X 1" NPSH-M X 1" NPSH-M Gated Wye	
1		
1	3/" GHT-F X 3/" GHT-M X 3/" 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'	
1	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	
<del> </del>	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	4.
1	Drip Torch	
	TRUCK EQUIPMENT	
2	Chock Blocks	
1	Triangle Warning Reflectors	
1	Electronic Road Flare Kit	
i	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	
	7 M 1 M 1 M 1 M 1 M 1 M 1 M 1 M 1 M 1 M	

11	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	<del>Trauma Kit</del>
1	Burn Kit
	ROPE
1	Utility Rope, ½" X 100'
1	Rope Bag
	G.P.S.
1	Garmin

## 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		

TEMPORARY TRANSFEREE

# State of California GOVERNOR'S OFFICE OF EMERGENCY SERVICES 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: 1606261		
3.	VIN No: 1FD0W5HT3LED23004		
4.	Engine Number: 1614		
5.	Proof of Insurance:		
6.	Inventory Completed:		
7.			
8.			
9.			
10.			
11.			
REASON F	OR TEMPORARY TRANSFER:		•
SIGNATUR	ES:		
	Da	te	
PERMANE	NT 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.

### <u>Liability Insurance</u>

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.

### **Description of Fire Engine**

 VEHICLE
 VALUE

 2020 FORD (HME)
 \$215,599.00

License Number: 1606261

VIN Number: <u>1FD0W5HT3LED23004</u>

Engine Number: 1614

**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.

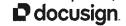
Cal OES, Fire and Rescue Division is notifying agencies that are interested in becoming a transferee of the new Type VI fire engines. These fire engines will be assigned within the Cal OES Regions. Agencies desiring to house and staff these fire engines must meet the following criteria for consideration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



**Certificate Of Completion** 

Envelope Id: 4D103D86-8459-4BB9-8398-EEF9B5FA3146

Subject: Complete with Docusign: 1614 Los Angeles City Fire Department Type VI Agreement.pdf

Source Envelope:

Document Pages: 17
Certificate Pages: 5
AutoNav: Enabled

Envelopeld Stamping: Enabled

Signatures: 3 Initials: 0 Envelope Originator: Mitch Higgins 3650 Schriever Ave Mather, CA 95630

Status: Completed

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Mitch.Higgins@CalOES,ca.gov IP Address: 12.198,223,202

Record Tracking

Status: Original

6/26/2025 12:02:07 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Mitch Higgins

Mitch.Higgins@CalOES.ca.gov

Pool: StateLocal

Pool: California Governor's Office of Emergency

Services

Location: DocuSign

Location: Docusign

Signer Events
Brian Marshall

Brian.Marshall@CalOES.ca.gov

Fire and Rescue Chief

Security Level: Email, Account Authentication

(None)

Signature

Docusigned by:

Brian Marshall

C24628272729408...

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1010:b32c:9546:9c08:b430:f9f1:ae06

Timestamp

Sent: 6/26/2025 12:04:38 PM Viewed: 6/26/2025 12:40:13 PM Signed: 6/26/2025 12:40:27 PM

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Ronnie Villanueva

ronnie.villanueva@lacity.org

Security Level: Email, Account Authentication

(None)

Signed by:

Ronnie VIllanneva

Signature Adoption: Pre-selected Style Using IP Address: 161.149.63.163

Sent: 6/26/2025 12:40:29 PM Resent: 7/9/2025 8:48:39 AM

Viewed: 7/9/2025 2:16:55 PM Signed: 7/9/2025 2:17:02 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 7/9/2025 2:16:55 PM

ID: 3cccd195-3119-410d-89bb-e3d1802c3b00

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

**Carbon Copy Events** 

Mitch Higgins mitch.higgins@caloes.ca.gov

Deputy Chief / Fleet

California Governor's Office of Emergency Services

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

**Electronic Record and Signature Disclosure** 

Not Offered via Docusign

**Status** 

**COPIED** 

**Timestamp** 

Sent: 7/9/2025 2:17:04 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2025 12:04:38 PM
Certified Delivered	Security Checked	7/9/2025 2:16:55 PM
Signing Complete	Security Checked	7/9/2025 2:17:02 PM
Completed	Security Checked	7/9/2025 2:17:04 PM
Payment Events	Status	Timestamps

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO California Governor's Office of Emergency Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically



Date: June 26, 2025

Ronnie Villanueva, Fire Chief Los Angeles City Fire Department 200 N. Main St. Room 1800 Los Angeles, CA 90012

Dear Chief Ronnie Villanueva,

You will find enclosed two copies of Assignment of Equipment Form, and Agreement for Temporary Transfer of Vehicular Equipment covering the transfer of Cal OES Fire Engine Number: 1615 to the Los Angeles City Fire Department. The agreement is effective July 18, 2025.

Please have the authorized official sign both copies of the above-mentioned documents and return one original set to our office. Cal OES cannot transfer the fire engine to your agency until this signed agreement is returned.

Cal OES must also be furnished with a Certificate of Insurance, or a letter certifying self-insurance in the amounts required, in accordance with Paragraph 11 of the Agreement for Temporary Transfer of Vehicular Equipment.

If you have any questions regarding this transfer, please feel free to contact our office.

Sincerely,

---DocuSigned by:

Brian Marshall

BRIAN S. MARSHALL State Fire and Rescue Chief

BSM/ Enclosures

Cc: Anthony Marrone. Region | Fire and Rescue Coordinator

Ronnie Villanueva, Operational Area Coordinator

Art Torrez, Cal OES Fire and Rescue Deputy Chief, South Operations

Greg McKeown, Cal OES Fire and Rescue Assistant Chief Jimmy Harris, Cal OES fire and Rescue Assistant Chief

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

**THIS AGREEMENT**, entered into this July 18, 2025, 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 Los Angeles City Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFEREE**",

### WITNESSETH:

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

1. The **STATE** hereby transfers possession to **TRANSFEREE** and **TRANSFEREE** 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 July 18, 2025, through July 18, 2035, 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: 1615

Vehicle License Number: 1611774

Vehicle Identification Number: 1FD0W5HT8LED22995

Value of Vehicle: \$215,599.00

Value of Hose and Appliances: \$41,826.00

 Equipment inventories (Exhibit "A") may by mutual concurrence of the STATE and TRANSFEREE 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 **TRANSFEREE**:

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

Division, located at:

3791 Bradview Drive Sacramento, California 95827

- TRANSFEREE shall be responsible for all travel expenses (to and from) f. including, vehicle, fuel, food, and lodging.
- The STATE shall provide the TRANSFEREE with a comprehensive training g. session specific to the operation and maintenance of the fire engine.
- TRANSFEREE shall notify the STATE and the appropriate CAL OES Fire and h. 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 TRANSFEREE to the STATE:

- This section does not apply to the return of the fire engine from the a. TRANSFEREE to the STATE when a new or replacement fire engine is assigned by the STATE to the TRANSFEREE.
- The TRANSFEREE shall notify the STATE of the intent to return the fire engine b. to the STATE.
- The STATE shall coordinate a pre-inspection to be performed on the fire C. 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.
- The TRANSFEREE shall return the fire engine to the Cal OES Fire and Rescue d. Fleet Services Division, located at:

3791 Bradview Drive

Sacramento, California 95827

- TRANSFEREE shall be responsible for all travel expenses (to and from) e. including, vehicle, fuel, food, and lodging.
- The STATE shall preform a final inspection on the fire engine and the f. equipment inventory.

#### Housing, Maintenance, Repair and Replacement В.

During the term of this transfer, TRANSFEREE 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 TRANSFEREE 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 **TRANSFEREE**.
- 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 TRANSFEREE 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 TRANSFEREE. In no event shall TRANSFEREE arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of STATE or TRANSFEREE, 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 **TRANSFEREE**, in which event **TRANSFEREE** 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 **TRANSFEREE**, under such circumstances, **TRANSFEREE** shall be liable therefore to the extent that the **STATE** deems equitable. **TRANSFEREE** 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

**TRANSFEREE** 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 **TRANSFEREE** 

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. <u>Dispatching</u>

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 "C". 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

**TRANSFEREE** shall immediately notify **STATE** following any and all accidents involving this fire engine. It shall be the responsibility of **TRANSFEREE** 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 **TRANSFEREE** and the original and four copies forwarded to the **STATE**.

### 14. <u>Insurance Protection (Non-State Agencies)</u>

- a. **TRANSFEREE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFEREE** 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 **TRANSFEREE** is self-insured, **TRANSFEREE** in lieu of a certificate of insurance shall furnish the **STATE** a written statement of such fact. In such event **TRANSFEREE** 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, <u>shall</u> 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. <u>Insurance Protection</u> (<u>State Agencies</u>)

Any insurance necessary for coverage of the fire engine shall be the sole responsibility of the department having custody of the vehicle. **TRANSFEREE** 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 **TRANSFEREE** may relinquish or **STATE** may repossess any

### State of California GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Fire and Rescue Division

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

- STATE will furnish at STATE's sole cost, radio equipment installed in the fire a. 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.
- **STATE** assumes no liability hereunder for claims or losses accruing or resulting e. 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** Los Angeles City Fire Department, 200 N. Main St. Room 1800, Los Angeles, CA 90012, 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.

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

TRANSFEREE:	STATE OF CALIFORNIA:
Los Angeles City Fire Department	Nancy Ward  Director  Governor's Office of Emergency Services
Signed by:  Ronnic Villanueva  By:  OFFFAD2C16E046B	By: C2462827272940B
Ronnie Villanueva, Fire Chief	Brian S. Marshall State Fire and Rescue Chief

## EXHIBIT "A" EQUIPMENT INVENTORY: Type VI Fire Engine

QUAN	DESCRIPTION	OES NUMBER	SERIAL
	FIRE HOSE	NUMBER	NUMBER
3	1 ½" NH X 50', Structural Hose		
1	1 ½" NH X 35', Structural Hose		
1	1 ½" NH X 35', Wildland Hose		
÷	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		
Ē	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	3/4" 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	34" GHT-F X 1" NSPH-M Increaser		
1	1" NPSF-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" NPSH-F X 1" NPSH-M In-Line Shut-Off		
5	3/4" GHT-F X 3/4" GHT-M In-Line Shut-Off		
	HOSE APPLIANCES		ľ
	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		

1	1" NPSH-F X 1" NPSH-M X 1" NPSH-M Gated Wye	
11	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	
111	LADDERS	
1	Little Giant Ladder, 20'	
	HAND TOOLS	
1	Pick-Head Axe, 6 LB, 36" Handle	
11	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	
11	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	
11	Fuel Can, 2 ½ Gallon, Regular Fuel	
	BACKPACK PUMP	
1	Backpack Pump, 5 Gallon	
	DRIP TORCH	
1	Drip Torch	
	TRUCK EQUIPMENT	
2	Chock Blocks	
	Triangle Warning Reflectors	
	Electronic Road Flare Kit	
1	Traffic Cones, Collapsible Kit,	
1	Jack, 8-Ton	
	Tow Chain, 25' X 3/8", 6,660 LB Working Load	
	CHAIN SAW	
	Chain Saw, 24" Bar, Standard Chain	
<u> </u>	Spark Plug, Spare	
1	Air Filter, Spare	
1	Bar, 24", Spare	

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	

## 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		

## 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: 1611774		
3.	VIN No: 1FD0W5HT8LED22995		
4.	Engine Number: 1615		
5.	Proof of Insurance:		
6.	Inventory Completed:		
7.			
8.			
9.			
10.			
11.			
EASON FO	DR TEMPORARY TRANSFER:S:		

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.

### **Description of Fire Engine**

<u>VEHICLE</u> <u>VALUE</u>

2020 FORD (HME) \$215,599.00

License Number: 1611774

VIN Number: <u>1FD0W5HT8LED22995</u>

Engine Number: 1615

**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 TRANSFEREE 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)



**Certificate Of Completion** 

Envelope Id: 399B9A53-3179-4FE2-BC1B-81FEE3029329

Subject: Complete with Docusign: 1615\_Los Angeles City Fire Department\_Type VI Agreement.pdf

Source Envelope:

Document Pages: 17 Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3

Initials: 0

Envelope Originator: Mitch Higgins 3650 Schriever Ave

Mather, CA 95630

Status: Completed

Mitch.Higgins@CalOES.ca.gov IP Address: 12.198.223.202

**Record Tracking** 

Status: Original

6/26/2025 12:04:46 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Mitch Higgins

Mitch.Higgins@CalOES.ca.gov

Pool: StateLocal

Pool: California Governor's Office of Emergency

Services

Location: DocuSign

Location: Docusign

Signer Events

Brian Marshall

Brian.Marshall@CalOES.ca.gov

Fire and Rescue Chief

Security Level: Email, Account Authentication

(None)

Signature

Brian Marshall C2462827272940B

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1012:b095:ad95:6146:40c6:62ff:b93b

**Timestamp** 

Sent: 6/26/2025 12:09:01 PM Resent: 6/26/2025 3:24:28 PM Viewed: 6/27/2025 6:48:50 AM Signed: 6/27/2025 6:49:30 AM

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Ronnie Villanueva

ronnie.villanueva@lacity.org

Security Level: Email, Account Authentication (None)

Ronnie Villanueva 0FFFAD2C16E046B...

Signature Adoption: Pre-selected Style Using IP Address: 161.149.63.164

Sent: 6/27/2025 6:49:32 AM Viewed: 7/2/2025 9:51:31 AM Signed: 7/2/2025 5:17:49 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 7/2/2025 5:17:29 PM

ID: 36682f4b-f8cd-4344-bf93-564aacdee22f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

### **Carbon Copy Events**

Mitch Higgins

mitch.higgins@caloes.ca.gov

Deputy Chief / Fleet

California Governor's Office of Emergency Services

Security Level: Email, Account Authentication

(None)

### **Electronic Record and Signature Disclosure:**

Not Offered via Docusign



Status



### **Timestamp**

Sent: 7/2/2025 5:17:50 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2025 12:09:01 PM
Certified Delivered	Security Checked	7/2/2025 9:51:31 AM
Signing Complete	Security Checked	7/2/2025 5:17:49 PM
Completed	Security Checked	7/2/2025 5:17:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature	Disclosure	

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO California Governor's Office of Emergency Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### How to contact Carahsoft OBO California Governor's Office of Emergency Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kris.rhodewalt@caloes.ca.gov

## To advise Carahsoft OBO California Governor's Office of Emergency Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kris.rhodewalt@caloes.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

## To request paper copies from Carahsoft OBO California Governor's Office of Emergency Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO California Governor's Office of Emergency Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send
  this Electronic Record and Disclosure to a location where you can print it, for future
  reference and access; and
- Until or unless you notify Carahsoft OBO California Governor's Office of Emergency Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO California Governor's Office of Emergency Services during the course of your relationship with Carahsoft OBO California Governor's Office of Emergency Services.



Date: June 26, 2025

Ronnie Villanueva, Fire Chief Los Angeles City Fire Department 200 N. Main St. Room 1800 Los Angeles, CA 90012

Dear Chief Ronnie Villanueva,

You will find enclosed two copies of Assignment of Equipment Form, and Agreement for Temporary Transfer of Vehicular Equipment covering the transfer of Cal OES Fire Engine Number: 1616 to the Los Angeles City Fire Department. The agreement is effective July 18, 2025.

Please have the authorized official sign both copies of the above-mentioned documents and return one original set to our office. Cal OES cannot transfer the fire engine to your agency until this signed agreement is returned.

Cal OES must also be furnished with a Certificate of Insurance, or a letter certifying self-insurance in the amounts required, in accordance with Paragraph 11 of the Agreement for Temporary Transfer of Vehicular Equipment.

If you have any questions regarding this transfer, please feel free to contact our office.

Sincerely,

DocuSigned by:

Brian Marshall
C2462827272940B...

BRIAN S. MARSHALL State Fire and Rescue Chief

BSM/ Enclosures

Cc: Anthony Marrone. Region I Fire and Rescue Coordinator Ronnie Villanueva, Operational Area Coordinator Art Torrez, Cal OES Fire and Rescue Deputy Chief, South Operations Greg McKeown, Cal OES Fire and Rescue Assistant Chief Jimmy Harris, Cal OES fire and Rescue Assistant Chief

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

**THIS AGREEMENT**, entered into this July 18, 2025, 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 Los Angeles City Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFEREE**",

### WITNESSETH:

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

1. The **STATE** hereby transfers possession to **TRANSFEREE** and **TRANSFEREE** 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 July 18, 2025, through July 18, 2035, 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: 1616

Vehicle License Number: 1621486

Vehicle Identification Number: 1FD0W5HT6LED22994

Value of Vehicle: \$215,599.00

Value of Hose and Appliances: \$41,826.00

Equipment inventories (Exhibit "A") may by mutual concurrence of the STATE
and TRANSFEREE 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 **TRANSFEREE**:

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

Division, located at:

3791 Bradview Drive

Sacramento, California 95827

- f. **TRANSFEREE** shall be responsible for all travel expenses (to and from) including, vehicle, fuel, food, and lodging.
- g. The **STATE** shall provide the **TRANSFEREE** with a comprehensive training session specific to the operation and maintenance of the fire engine.
- h. **TRANSFEREE** 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 **TRANSFEREE** to the **STATE**:

- a. This section does not apply to the return of the fire engine from the TRANSFEREE to the STATE when a new or replacement fire engine is assigned by the STATE to the TRANSFEREE.
- b. The **TRANSFEREE** 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 **TRANSFEREE** shall return the fire engine to the Cal OES Fire and Rescue Fleet Services Division, located at:

3791 Bradview Drive

Sacramento, California 95827

- e. **TRANSFEREE** 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, **TRANSFEREE** 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 **TRANSFEREE** 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 **TRANSFEREE**.
- 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 TRANSFEREE 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 TRANSFEREE. In no event shall TRANSFEREE arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of STATE or TRANSFEREE, 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 TRANSFEREE, in which event TRANSFEREE 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 **TRANSFEREE**, under such circumstances, **TRANSFEREE** shall be liable therefore to the extent that the **STATE** deems equitable. **TRANSFEREE** 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

**TRANSFEREE** 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 **TRANSFEREE** 

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 "C". 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

**TRANSFEREE** shall immediately notify **STATE** following any and all accidents involving this fire engine. It shall be the responsibility of **TRANSFEREE** 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 **TRANSFEREE** and the original and four copies forwarded to the **STATE**.

#### 14. Insurance Protection (Non-State Agencies)

- a. **TRANSFEREE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFEREE** 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 **TRANSFEREE** is self-insured, **TRANSFEREE** in lieu of a certificate of insurance shall furnish the **STATE** a written statement of such fact. In such event **TRANSFEREE** 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, <u>shall</u> 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. <u>Insurance Protection</u> (<u>State Agencies</u>)

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

### 16. <u>Termination of Agreement</u>

 Either party may terminate this agreement upon 14 days written notice to other party, or TRANSFEREE may relinquish or STATE may repossess any

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. <u>Unauthorized Use of **STATE** Fire Engine and Equipment</u>

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

#### 18. <u>Use of Radio Equipment</u>

- 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.

#### **Notices** 19.

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 Los Angeles City Fire Department, 200 N. Main St. Room 1800, Los Angeles, CA 90012, 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.

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

TRANSFEREE:	STATE OF CALIFORNIA:
Los Angeles City Fire Department	Nancy Ward
	Director
Signed by:	Government of Emergency Services
By: Ronnie Villanueva	By: Brian Marshall
Ronnie Villanueva, Fire Chief	Brian S. Marshall
	State Fire and Rescue Chief

## EXHIBIT "A" EQUIPMENT INVENTORY: Type VI Fire Engine

QUAN	DESCRIPTION	OES	SERIAL	
	FIDE HOSE	NUMBER	NUMBER	
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	3/4" NPSHX 501, 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			
ī	1" NPSH Foam Nozzle, Pistol Grip			
1	3/4" GHT Nozzle, Wildland			
4	1" NPSH Nozzle, Wildland, 10-23 GPM			
1	1 ½" NH Nozzle, Wildland w/ Foam Nozzle Attached			
1, T	ADAPTERS AND FITTINGS		1,111	
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	3/4" GHT-F X 1" NSPH-M Increaser			
1	1" NPSF-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	3/4" GHT-F X 3/4" 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			
	1 ½" NH-F X 1 ½" NH-M X 1 ½" NH-M Gated Wye			

	The second of th		
1	1" NPSH-F X 1" NPSH-M X 1" NPSH-M Gated Wye		
1	3/4" GHT-F X 3/4" GHT-M X 3/4" 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		
	Pike Pole, 6'		
	Rubbish Hook, 6'		
2	Forest Fire Shovel		
<u> </u>	McLeod		
<u> </u>	Pulaski		
<u> </u>	Fire Rake		
	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		
1	TRUCK EQUIPMENT		
2	Chock Blocks		
1	Triangle Warning Reflectors		
<u> </u>	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		

1	Bar Oil, 1 Gallon	
1	Chain Saw Tool Kit	
	FIRE EXTINGUISHERS	
1	30 LB BC Fire Extinguisher	
1	5 LB ABC Fire Extinguisher	
11174	EXTRICATION EQUIPMENT	
1	Spreader, eDRAULIC	
1	Cutter, eDRAULIC	
1	Ram, eDRAULIC	
	Rechargeable Battery	
11	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	

## 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		
ì	Portable Radio, Bendix-King, KNG P-150		
1	Speaker Microphone		
1	Battery Holder		
1	Carrying Case, Leather		

TEMPORARY TRANSFEREE

# State of California GOVERNOR'S OFFICE OF EMERGENCY SERVICES 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: 1621486		
3.	VIN No: 1FD0W5HT6LED22994		
4.	Engine Number: 1616		
5.	Proof of Insurance:		
6.	Inventory Completed:		
7.			
8.			
9.			
10.			
11.			
REASON F	OR TEMPORARY TRANSFER:		
SIGNATUR	ES:		
PERMANE	Da NT TRANSFEREE	te	

### 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.

#### **Description of Fire Engine**

<u>VEHICLE</u> <u>VALUE</u>

2020 FORD (HME) \$215,599.00

License Number: 1621486

VIN Number: 1FD0W5HT6LED22994

Engine Number: 1616

**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.

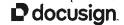
Cal OES, Fire and Rescue Division is notifying agencies that are interested in becoming a transferee of the new Type VI fire engines. These fire engines will be assigned within the Cal OES Regions. Agencies desiring to house and staff these fire engines must meet the following criteria for consideration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



**Certificate Of Completion** 

Envelope Id: 085495F9-B6C1-430C-8A30-AC2B32372136

Subject: Complete with Docusign: 1616\_Los Angeles City Fire Department Type VI Agreement.pdf

Source Envelope:

Document Pages: 17 Certificate Pages: 5 AutoNav: Enabled

Envelopeld Stamping: Enabled

Signatures: 3 Initials: 0

Envelope Originator: Mitch Higgins 3650 Schriever Ave Mather, CA 95630

Status: Completed

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Mitch.Higgins@CalOES.ca.gov IP Address: 12.198.223.202

**Record Tracking** 

Status: Original

6/26/2025 12:09:10 PM

Security Appliance Status: Connected Storage Appliance Status: Connected

Holder: Mitch Higgins

Mitch.Higgins@CalOES.ca.gov

Pool: StateLocal

Pool: California Governor's Office of Emergency

Services

Location: DocuSign

Location: Docusign

Signer Events

Brian Marshall Brian.Marshall@CalOES.ca.gov

Fire and Rescue Chief

Security Level: Email, Account Authentication

(None)

**Signature** 

Docusigned by:

Brian Marshall

C24628272729408

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1012:b095:ad95:6146:40c6:62ff:b93b

**Timestamp** 

Sent: 6/26/2025 12:14:13 PM Resent: 6/26/2025 3:24:25 PM Viewed: 6/27/2025 6:50:16 AM Signed: 6/27/2025 6:50:28 AM

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Ronnie Villanueva

ronnie.villanueva@lacity.org

Security Level: Email, Account Authentication

(None)

Signed by:

Konnie Villanueva

Signature Adoption: Pre-selected Style Using IP Address: 161.149.63.164

Sent: 6/27/2025 6:50:30 AM Viewed: 7/2/2025 9:55:07 AM Signed: 7/2/2025 5:18:25 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 7/2/2025 5:18:16 PM

ID: 7639e693-caa3-4a5f-8a8b-a18627c0aa87

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

**Carbon Copy Events** 

Mitch Higgins mitch.higgins@caloes.ca.gov

Deputy Chief / Fleet

California Governor's Office of Emergency Services

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

**Electronic Record and Signature Disclosure** 

Not Offered via Docusign

Status

COPIED

**Timestamp** 

Sent: 7/2/2025 5:18:27 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2025 12:14:13 PM
Certified Delivered	Security Checked	7/2/2025 9:55:07 AM
Signing Complete	Security Checked	7/2/2025 5:18:25 PM
Completed	Security Checked	7/2/2025 5:18:27 PM
Payment Events	Status	Timestamps

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO California Governor's Office of Emergency Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

#### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact Carahsoft OBO California Governor's Office of Emergency Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kris.rhodewalt@caloes.ca.gov

### To advise Carahsoft OBO California Governor's Office of Emergency Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kris.rhodewalt@caloes.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO California Governor's Office of Emergency Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

#### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO California Governor's Office of Emergency Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO California Governor's Office of Emergency Services during the course of your relationship with Carahsoft OBO California Governor's Office of Emergency Services.