

**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Accepting Fire Apparatus from the California Emergency Management Agency and Authorizing the City Manager to Execute the Contract (FD)

**MEETING DATE:** May 20, 2009

**PREPARED BY:** Michael E. Pretz, Fire Chief

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**RECOMMENDED ACTION:** Adopt a resolution accepting fire apparatus from the California Emergency Management Agency (CalEMA) and authorize the City Manager to execute the contract.

**BACKGROUND INFORMATION:** CalEMA formerly known as the California Office of Emergency Services (OES) provides fire protection throughout the State and utilizes resources from municipal fire departments under a state-wide mutual aid system. The City of Lodi Fire Department participates in this statewide mutual aid system. Periodically, CalEMA distributes fire apparatus to fire districts and city fire departments to be used during the activation of the mutual aid system.

The City of Lodi was approached by CalEMA to house their fire apparatus in 2008. After a thorough review of the program and cost analysis by the Internal Services Department, staff determined accepting the fire apparatus was in the City's best interest (see attachment).

The City is responsible for the first \$100 of maintenance/repair. The State will reimburse the City for repair costs above \$100 with the State paying full costs for hoses, batteries and tires. Moreover, the City will see a reduction in maintenance costs to City apparatus used in wildland fire response.

The State will continue to reimburse the City for personnel costs for deployments including an additional 16 percent administrative fee. In 2008-09, the State faced a prolonged budget impasse in the Legislature. During this budget impasse, reimbursement payments to fire agencies were delayed until the passage of a State budget. Reimbursement checks began arriving in February 2009, with the last reimbursement check received May 1, 2009. The City of Lodi has received payment in full for wildland fire response in 2008.

The fire engine is a Type I fire apparatus, similar to the fire apparatus currently used by the Lodi Fire Department. The engine is valued at \$340,000 and housing it with the City of Lodi is part of the state-wide Blue Ribbon Commission on Fire Safety recommendation. The Fire Department will operate the engine as a reserve apparatus. The engine will not replace current front-line apparatus and will not relieve the need to continue the fire apparatus replacement program.

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APPROVED: \_\_\_\_\_

  
Blair King, City Manager

Adopt Resolution Accepting Fire Apparatus  
from the California Emergency Management  
Agency and Authorizing the City Manager to  
Execute the Contract (FD)  
May 20, 2009  
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**FISCAL IMPACT:** Annual Insurance; \$748 and Minor Repairs (cost unknown)

**FUNDING AVAILABLE:** Vehicle Maintenance# 102012.7333

  
Jordan Ayers, Deputy City Manager/  
Internal Services Director

  
Michael E. Pretz, Fire Chief

MEP/lh

Attachments

cc: City Attorney



**Internal Services Department**  
***Budget Division***

MEMORANDUM

TO: Blair King, City Manager

FR: Susan Bjork, Management Analyst II 

DATE: August 1, 2008

SUBJ: Use of OES Engine – Budgetary Concerns

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Per your request, I have met with Fire personnel on the acquisition of an OES Engine for use in Lodi. From information I have obtained through the OES website and staff, it is the intent of OES to reimburse mutual aid agencies when called upon for deployments greater than 12 hours.

Background facts that exist regardless of using a City engine or an OES engine:

Reimbursements for OES dispatches:

- Staff is reimbursed at 1½ times the average classification's straight time rate, plus a rate for worker's compensation and unemployment. These rates are provided to the state by the Fire Department and kept on file until an update is needed. An administrative reimbursement of 16% is allowed and added.
- For deployments of less than 12 hours, there is no reimbursement. For deployments over 12 hours, reimbursement occurs from time of dispatch to return.
- Incremental costs for incentive pay and Medicare on overtime are not reimbursed.

Budgetary Considerations:

- The City is responsible for the first \$100 of *maintenance/repair* of each individual item of repair – wear and tear type items. State will reimburse City *maintenance/repair* costs over \$100; State pays for full replacement of hoses, batteries and tires.
- Current backup engine #06-032, a 1976 VanPelt, costs the City roughly \$6,000 per year in *maintenance/repairs*. Using the \$100 deductible for the OES engine, the City would reach the break even point at 60 repairs; however it is expected the new engine would have significantly less individual repairs, thus saving the City on maintenance costs. The VanPelt would be surplus.



## Internal Services Department *Budget Division*

- State assumes responsibility for repair/replacement during State dispatched mutual aid or when reassigned; City assumes responsibility for repair/replacement if engine is consumed; lost, stolen, damaged or destroyed in other operations. Damage due to negligence is City's responsibility. Estimate for adding this engine to the vehicle schedule is \$1000.00 per year.
- A credit card is kept in the engine for Strike Team usage, eliminating the need for staff to use their own or City resources for gas and maintenance to/from incidents.
- It is expected there will be an increase in the number of mutual aid calls if the City possesses an OES engine but there is no method for accurately predicting this number. Current deployments average 3 per year, with each deployment lasting approximately 1 week; however, a deployment could last up to 14 days. Reimbursement for staff is the average classification rate at time and a half, plus a percentage for worker's compensation and unemployment. Not covered are the incremental costs for incentives and Medicare on the paid overtime; however, there is a 16% administrative allowance that may cover, at least in part, these costs. Additionally, meals en route are not covered.
- Loss of reimbursement revenue for use of Lodi's engine on an OES incident; however, there is a counter balancing decrease in wear/tear of Fire's fleet since the backup engine (the VanPelt) is not the one sent on OES deployments. There would also be no depreciation charges or need to build reserves for replacement of the backup engine.
- Additional burden on staff for record keeping and approval processes.
- General liability on the engine en route to/from incident. Adding the new engine to the vehicle schedule is approximately \$1000.00 per year.

### Summation:

The City appears to break even or come out slightly ahead on staff cost reimbursement (due to not back-filling for dispatched staff, whenever possible, and the 16% administrative fee). It is expected that at least initially, maintenance costs will be reduced by eliminating the old engine from the fleet. From a break-even point, annual costs or savings to the City is minimal.

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CALIFORNIA EMERGENCY MANAGEMENT AGENCY  
Fire and Rescue Branch

**AGREEMENT FOR  
TEMPORARY TRANSFER OF VEHICULAR EQUIPMENT**

**THIS AGREEMENT**, entered into this 21st day of May, 2009, by and between the **STATE OF CALIFORNIA** whereas the Governor's Office of Emergency Services (OES) is referenced in this agreement falls under the authority acting by and between its duly appointed and qualified Secretary of the California Emergency Management Agency (CalEMA), hereinafter called the "**STATE**," and the Lodi Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFEEE**",

**W I T N E S S E T H:**

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

1. The **STATE** hereby transfers possession to **TRANSFEEE** and **TRANSFEEE** hereby accepts possession from **STATE** of the fire apparatus and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing May 21, 2009, for the following all-risk 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 apparatus and the regular apparatus of other departments while out of service for repairs.

- a. Vehicle Description: 07 Westates Type 1 Fire Apparatus  
Vehicle Designation: OES 338  
Vehicle License Number: 1319033  
Vehicle Identification Number: 44KFT42886WZ20938  
Value of Vehicle: \$309,000.00  
Value of Hose and Appliances: \$31,000.00

b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **STATE** and **TRANSFEEE** be changed during the term of this agreement, utilizing property accountability procedures established or approved by the State.

2. Housing, Maintenance, Repair and Replacement. During the term of this transfer, **TRANSFEEE** agrees to adequately house in a enclosed secure structure, staff, operate, maintain and repair (consistent with section 2 b.) said fire apparatus and equipment (hereinafter collectively referred to as "the apparatus" except where it is desired to refer to equipment alone, in which case the term "equipment" is used) at its sole cost and expense, save as otherwise expressly provided in this agreement. Apparatus shall be housed on property of the **TRANSFEEE** in a manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus

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operated by **TRANSFEEE**. 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 to the extent of \$100.00 for each individual item of repair shall be the responsibility of **TRANSFEEE**.

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of **STATE** on a \$100.00 deductible basis, unless in the judgment of the **STATE** the same results from misuse or negligence on the part of **TRANSFEEE** in the maintenance or use of the apparatus, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of **TRANSFEEE**. In no event shall **TRANSFEEE** arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of **STATE** or **TRANSFEEE**, without first obtaining authorization in writing from the CalEMA Fire & Rescue Branch.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **STATE**, save to the extent **STATE** deems damage thereto to be the result of negligence or misuse on the part of **TRANSFEEE**, in which event **TRANSFEEE** will bear such portion of the replacement cost thereof as the **STATE** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the CalEMA Fire & Rescue Branch prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to the CalEMA Fire & Rescue Branch Operations Bulletin #18, which is here by incorporated into this agreement by reference.

e. Repair or replacement of the apparatus 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 & 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**, providing that any such loss or damage is due to the negligence of **TRANSFEEE** under such circumstances, **TRANSFEEE** shall be liable therefore to the extent that the **STATE** deems equitable. **TRANSFEEE** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been consumed, lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

3. Inspection of Apparatus. **TRANSFEEE** agrees that representatives of the CalEMA Fire & Rescue Branch and other authorized State personnel may inspect the apparatus at any time

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 apparatus. The **TRANSFEEE** shall

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provide personnel to staff the assigned apparatus per FIREScope ICS standards. The CalEMA engine may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing CalEMA apparatus, 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 CalEMA.

5. Training. Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1 (August 2002 version). Personnel assigned to OES Engine 253 and above shall meet Rescue System I standards as certified by the California State Fire Marshal, or have completed an equivalent course that meets or exceeds Rescue System I curriculum.

6. Dispatching. All movement of the apparatus shall be handled through the official dispatching channels of **TRANSFEE**. **TRANSFEE** dispatchers will recognize and act on all official requests for movement of the apparatus in conformance with the Fire & Rescue Annex (California Fire & 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 Secretary of CalEMA, his representatives or Operational Area and Regional Fire & 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.

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

8. 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, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

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

10. Temporary Transfer.

a. An assignment of the apparatus or any portion thereof by **TRANSFEE** for any period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire & Rescue Coordinator and the **STATE**, providing that at the time such apparatus is received, such assignee furnish **TRANSFEE** and **STATE** a letter to the effect that he assumes all obligations of **TRANSFEE** with respect to such apparatus under this agreement during the period of assignment, including insurance coverage in

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accordance with Paragraph 13 or 14, as appropriate. Any assignment by **TRANSFEE** 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 apparatus is assigned in accordance with the provisions of this paragraph, regular **TRANSFEE** shall be relieved of its obligations under this agreement during such period of assignment.

c. Complete a written Temporary CalEMA Apparatus Assignment Record, Exhibit "B". The **TRANSFEE** will retain one copy, the Temporary Assignee will retain one copy, and one copy will be forwarded to the CalEMA Fire & Rescue Branch.

11. Reports and Records. **TRANSFEE** shall maintain daily and monthly reports on the details of Apparatus Use on OES F-101 Form. A Smoke Opacity Test, Pump Test, and Hose Test, shall be completed annually. Written results of all tests and reports shall be forwarded to the CalEMA Fire & Rescue Branch, by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

12. Report of Accidents. **TRANSFEE** shall immediately notify the CalEMA Fire & Rescue Branch following any and all accidents involving this apparatus. It shall be the responsibility of **TRANSFEE** to fill out State Form 270, "Report of Automobile Accident," and file the report with the California Emergency Management Agency. A copy of this report shall be retained by the **TRANSFEE** and the original and four copies forwarded to CalEMA.

13. Insurance Protection. (Non- State Agencies)

a. **TRANSFEE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFEE** 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 apparatus including VIN, state license number and OES unit number.

b. In the event the **TRANSFEE** is self-insured, **TRANSFEE** in lieu of a certificate of insurance shall furnish the **STATE** a written statement of such fact. In such event **TRANSFEE** agrees to hold the **STATE** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the apparatus under the terms of this agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The **STATE** will be named as a loss payee. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

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14. Insurance Protection. (State Agencies) Any insurance necessary for coverage of the apparatus shall be the sole responsibility of the department having custody of the vehicle. **TRANSFEE** agrees to report apparatus as being under its control to the Insurance Officer, Department of General Services.

15. Termination of Agreement.

a. Either party may terminate this agreement upon 14 days written notice to other party, or **TRANSFEE** may relinquish or **STATE** may repossess any portion of the apparatus 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, **TRANSFEE** agrees to return said apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which he has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **STATE** or replaced by **TRANSFEE**, 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. **TRANSFEE** further agrees that all replacements for equipment or apparatus 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 **TRANSFEE**.

16. Unauthorized Use of CalEMA Apparatus and Equipment. Use of this apparatus other than as specified in paragraph 1 will be considered a breach of this agreement.

17. Use of Radio Equipment

a. **STATE** will furnish at **STATE'S** sole cost, radio equipment installed in the apparatus to be operated on the following frequencies: 151.145 - 170.925 .

b. **STATE** agrees to maintain said equipment without cost to **TRANSFEE**.

c. The **TRANSFEE** 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

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**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.

18. All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **TRANSFeree** at Lodi Fire Department, 25 E. Pine Street, Lodi, CA 95240-2127, and to the **STATE** at California Emergency Management Agency, Fire & Rescue Branch, 3650 Schriever Ave., Mather, CA, 95655. The address to which notices shall or may be mailed as aforesaid to either party shall or 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.

19. 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.

20. 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 apparatus 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 apparatus or equipment to which it refers.

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

**TRANSFeree:**  
City of Lodi  
Lodi Fire Department

**STATE OF CALIFORNIA:**  
Matthew Bettenhausen  
Secretary  
California Emergency Management Agency

By \_\_\_\_\_  
Blair King, City Manager

By Kim Zagaris - 5/11/09  
Kim Zagaris, State Fire and Rescue Chief

Approved as to form [Signature]  
City Attorney

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**CALIFORNIA EMERGENCY MANAGEMENT AGENCY**  
 Fire and Rescue Branch

**EXHIBIT "A" - EQUIPMENT INVENTORY: OES-335 thru 338**

ENGINE NUMBER: OES 338	LICENSE NUMBER: 13 19033	VIN NUMBER: 44KFT42886WZ20938
1 Adapter, 6' x 2-1/2", DF Hydrant		1 Reflector Kit, 3-Unit
1 Adapter, 6' x 4", DF Hydrant		2 Rope, 1/2" x 100', Utility
1 Adapter, 6' x 4-1/2", DF Hydrant		1 Shovel, Long Handle, Round Point, Fiberglass Handle
1 Axe, Pickhead		1 Siamese, 2-1/2"
2 Block, Chock		2 Soft Suction Hose, 3" x 12'
2 Cans, Fuel		1 Strainer, Class A Foam (in fill tower)
4 Cap, 2-1/2" Discharge		1 Strainer, 6" Hard Suction Hose
1 Chain, Tow 25', w/Grab Hooks		4 Strap, Hose and Ladder
1 Clamp, Hose (Hebert)		2 Wrench, Adjustable Hydrant
2 Coupling, 2-1/2", DF		2 Wrench, 1 1/2", Forestry
2 Coupling, 2-1/2", DM		1 Wrench, Suction Hose Spanner
1 Crank, Hose Reel		4 Wrench, Hose Spanner
1 Cutter, Bolt, 30"		1 Wye, Gated 2-1/2" NSF x 2-1 1/2" NSM
1 Fire Extinguisher, 5#		*****US&R INVENTORY:*****
1 First Aid Kit		1 Axe, Flathead
1 Floto Pump, OES# 156637 Serial# 09FL0108		1 Backboard, w/4 Straps
1 Backpack, Thermo-Gel		2 Bar, Claw, Wrecking, 3'
1 Gel - Pick-up Tube		4 Bar, Pinch Point, Pry, 60"
1 Gel - Eductor & Nozzle		3 Belt, Carpenter
2 Gel - Concentrate, 5 Gal.		12 Blade, Hacksaw, Carbide
1 Generator, 3500 Kw, OES# 156638 Serial# EZGA 1204904		2 Blanket, Disposable
2 Hammer, Sledge, 8-10 lb.		27 Carabiner, Locking, "D", 11 mm
8 Hose, 1" x 100', NST		1 Chainsaw, w/ carbide chain and tool kit, OES# 156636 Serial# 170374640
1 Hose, 1-1/2" x 35', Truck Protection Line		
12 Hose, 1-1/2" x 50', NST		2 Chisel, Cold, 1" x 7-7/8"
8 Hose, 1-1/2" x 100', Forestry		2 Chemical Light Kit
24 Hose, 3" x 50', NST		2 Cribbing & Wedge Kit
2 Hose, Booster 1" x 100'		2 Edge Protectors
2 Hose, Hard Suction 6' x 10'		1 Emergency Signaling Device
1 Hose, Soft Suction 6" x 12'		2 Friction Device, (Fig. 8 w/ Brake Bar Rack)
1 Increaser, 1" IPF to 1-1/2" NSM		2 Hacksaw
1 Intercom Set		2 Handsaw, Crosscut, 26"
1 Ladder, 10' Attic		3 Hammer, Framing, 24 oz
1 Ladder, 14' Roof		4 Hammer, Sledge, 3-4 lb., Short
1 Ladder, 24' Extension		2 Harness, Commercial (Class 2 or better)
1 Lantern, Hand, 12 Volt		2 Haul Bag
1 Log Book, w/Credit Card		2 Jack, Hydraulic w/Handle (8 ton)
1 Mallet, Rubber		2 Kernmantle, 1/2" x 150', Static, NFPA Approved
2 McCleod		1 Knife, Utility
1 Mount, Ground, Deluge		1 Level, 6'
2 Nozzle, 1", Combination		1 Litter & Litter Cover
5 Nozzle, 1 1/2", Combination		1 Litter Pre-rig
1 Nozzle, Deluge Set w/Stream Straightener and Tips 1-3/8", 1-1/2", 1-3/4", 2"		2 Load Release
1 Nozzle, 1 1/2", Foam, Air Aspiration		6 Loop, Prusik
1 Nozzle, 2 1/2", Fog		1 Marking Kit, Building
2 Nozzle, 2 1/2", Shutoff w/Tips		2 Multipoint Collection Plate
1 OES Operations/Maintenance Bulletins		3 Nails, (25 lbs. Each: 16p, 8p, 16p Duplex)
1 Pike Pole		6 Picket, Steel, 1" x 4'
2 Plug, 2-1/2" Suction		3 Pulley, Rescue, Prusik Minding
1 Pulaski		1 Shovel, Scoop, "D" Handle, Fiberglass Handle
1 Radio, Bendix-King, Handheld Serial# GPH5102XCMD0907308 OES# 156640 DGS# N/A		1 Shovel, Long Handle, Square Point, Fiberglass Handle
1 Radio, Kenwood, Mobile Serial# A9100041 OES# 156639 DGS# N/A		3 Square, (Tri or Speed)
1 Reducer, 1-1/2" NSF to 1" IPM		1 Square, Framing, 24"
1 Reducer, 2-1/2" NSF to 1-1/2" NSM		3 Tape Measure, 25'
		2 Tape, Barrier
		2 Tape, Duct
		1 Took Kit
		1 Trauma Kit
		1 Webbing Kit, (6 ea: 1"x5', 1"x12', 1"x15', 1"x20')

REMARKS: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

DATE: \_\_\_\_\_

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**EXHIBIT "B"**  
**TEMPORARY OES APPRATUS ASSIGNMENT RECORD**

NO.	ARTICLE	OES DECAL	QUANTITY
1.	1000 <i>or</i> 1250 gpm Triple Combination Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	OES 338	1
2.	License No: <u>1319033</u>		
3.	VIN No: <u>44KFT42886WZ20938</u>		
4.	Engine No: <u>OES 338</u>		
5.	Proof of Insurance: _____		
6.	Inventory Completed: _____		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: New Assignee

SIGNATURES:

\_\_\_\_\_  
 PERMANENT TRANSFEREE Date \_\_\_\_\_

\_\_\_\_\_  
 TEMPORARY ASSIGNEE Date \_\_\_\_\_

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**EXHIBIT "C"**  
**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 OCCURRENCE**

A certificate of insurance will have the following provisions included:

1. The State of California shall be named 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 apparatus including identification number, State license number and 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 Apparatus**

<b><u>VEHICLE</u></b>	<b><u>VALUE</u></b>
<u>07 Westates Type 1 Fire Apparatus</u>	<u>\$309,000.00</u>

License Number:	<u>1319033</u>
VIN Number:	<u>44KFT42886WZ20938</u>
Engine Number:	<u>OES 338</u>

**EQUIPMENT**

Hose and Appliance	<u>\$31,000.00</u>
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RESOLUTION NO. 2009-66

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING  
TEMPORARY TRANSFER OF FIRE APPARATUS FROM THE  
CALIFORNIA EMERGENCY MANAGEMENT AGENCY TO THE  
CITY OF LODI, AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE AGREEMENT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the temporary transfer of fire apparatus known as OES Fire Engine No. 338 from the California Emergency Management Agency to the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the Agreement on behalf of the City of Lodi.

Dated: May 20, 2009

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I hereby certify that Resolution No. 2009-66 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Katzakian, Mounce, and  
Mayor Hansen

NOES: COUNCIL MEMBERS – Johnson

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
JENNIFER M. PERRIN  
Assistant City Clerk