

State of California – California Governor's Office of Emergency Services  
STATE ASSISTANCE FOR FIRE EQUIPMENT ACT

**3500)**

(Government Code 8589.8 et seq.)

# RESALE CONTRACT

**(SAFEACT PCA-02370, Index-**

**CONTRACT NO: OES-338 X-REF:** \_\_\_\_\_ **OES 338**

**DATE:** **April 11, 2025**

City of Colusa  
750 Market St.  
Colusa, CA 95932

## SELLER NAME AND ADDRESS:

STATE OF CALIFORNIA  
California Governor's Office of Emergency Services - S.A.F.E. Act  
3650 Schriever Avenue  
Mather, CA 95655

YOU, THE BUYER, MAY BUY THE VEHICLE DESCRIBED BELOW FOR CASH OR ON CREDIT. THE VEHICLE PRICE AND THE TOTAL AMOUNT FINANCED ARE SET FORTH BELOW. BE SIGNING THIS CONTRACT, YOU CHOOSE TO BUY THE VEHICLE PURSUANT TO THE TERMS OF THIS AGREEMENT.

VEHICLE - NEW OR USED	CHASSIS - YEAR AND MAKE	FIREBODY MANUFACTURER	NUMBER OF CYLINDERS	VIN	ODOMETER MILES
USED	2006 HME	WESTSTATES	8	44KFT42886WZ20938	43,452

## ITEMIZATION OF THE AMOUNTS PAID AND FINANCED

(1) **VEHICLE PRICE** **\$40,000** \_\_\_\_\_  
 (2) **DOWN PAYMENT** **\$** **0** \_\_\_\_\_  
 (3) **AMOUNT FINANCED:** (a) **Principal Amount Financed** **\$** **0** \_\_\_\_\_  
 ..... (b) **Interest: RATE:** \_\_\_\_\_ % per annum **\$** **0** \_\_\_\_\_  
 ..... **TOTAL AMOUNT FINANCED** **\$** **0** \_\_\_\_\_

## PAYMENT SCHEDULE -- NOTICE TO BUYER: YOU ARE OBLIGATED TO PAY TO SELLER THE AMOUNTS SPECIFIED HEREIN --

**NUMBER OF PAYMENTS:** \_\_\_\_\_ **AMOUNT OF EACH PAYMENT AND DATE DUE:** \_\_\_\_\_  
 (1) \$ \_\_\_\_\_ / / (2) \$ \_\_\_\_\_ / / (3) \$ \_\_\_\_\_ / / (4) \$ \_\_\_\_\_ / / (5) \$ \_\_\_\_\_ / /

## TERMS AND CONDITIONS

**A. DOWNPAYMENT:** The minimum downpayment on any loan through the Office shall be ten percent (10%) of the total purchase price. Upon your request and conditioned upon approval by the Office, you may defer up to one-half (ie; 50%) of your minimum downpayment for a maximum of thirty (30) days. If you request a deferral, the amount you pay to the Office upon execution of this contract will be considered a deposit, and will be returned to you should you fail to tender the balance of the downpayment (ie; the amount deferred) when it is due. Transfer of the vehicle to you is contingent upon receipt and satisfaction (by the Office) of the deferred balance of your downpayment.

**B. PAYMENTS:** You must make all payments when they are due. You may prepay your debt at any time. If you choose to prepay your debt, you will not be assessed a prepayment penalty.

**C. SECURITY INTEREST:** You give the Office a security interest in the vehicle and in all money or goods received for the vehicle. This secures payment for all the amounts you owe in this contract.

**D. USE OF VEHICLE:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle and you must keep it free from the claims of others. You also may not alter or modify the vehicle in any way that reduces or impairs its operational capabilities.

**E. WARRANTIES:** The Office makes no warranties, either expressed or implied, regarding the vehicle or its equipment. You understand that the vehicle and its equipment is being sold to you in an "AS-IS" condition.

**F. ASSIGNMENT:** You cannot assign this contract in whole or part, nor can you allow another to assume this contract.

**G. TERM OF CONTRACT:** The term of this contract shall not exceed five (5) years (Gov. Code Sec. 8589.13).

**H. DEFAULT:** You will be in default if you fail to make any payment within 30 days of the date the payment is due, or if a bankruptcy petition is filed by or against you, or if you fail to keep any other agreement in this contract.

**I. RENEGOTIATION OF CONTRACT:** If you default under the terms of this agreement, the Office will renegotiate your contract, provided you submit a written request for renegotiation within 30 calendar days after your default. The term of any renegotiated contract shall not exceed five years from the date of execution of this agreement (ie; original contract).

**J. REPOSSESSION:** The Office will repossess if you default (see Section H) for sixty (60) consecutive days, or if your contract has been renegotiated (see Section I) and you default under the terms of your renegotiated contract. Should the Office be forced to repossess, you will be sent a notice. The notice will state that you may redeem (buy back) the vehicle for a specified amount. You may redeem the vehicle up to the time the Office sells it or agrees to sell it. If you do not cure the default within this time frame, the vehicle will be sold. If the vehicle is sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are those paid as a direct result of having to repossess the vehicle, hold it, prepare it for sale and sell it. Lawyer's fees and legal costs permitted by law are allowed also. If there is any money left (ie; surplus) it will be paid to you. If the money from the sale is not enough to pay off this contract costs, you must pay what is still owed to the Office.

**K. MUTUAL AID:** You must make the vehicle and its equipment available to other local agencies within your county as part of a mutual aid agreement, pursuant to state law. The vehicle and equipment shall be available for mutual aid responses for the entire term of this contract.

**L. GENERAL:** This contract is for the sale and purchase of fire vehicles and associated equipment only. Any change in this contract must be in writing and signed by you and the Seller. The Law of California applies to this contract. If that law does not allow all of the agreements contained in this contract, the ones that are not allowed will be void. The rest of the contract will still be valid and enforceable.

**NOTICE TO BUYER:** (1) You will be required to pay STATE SALES TAX on this purchase when you register the vehicle. (2) Do not sign this contract before you read it or if it contains any blank spaces to be filled in. (3) You are entitled to a completely filled-in copy of this contract. (4) If you default in the performance of your obligations under this contract, the vehicle may be repossessed, and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

By signing below, BUYER accepts this contract and acknowledges receipt of a true and completely filled-in copy of this contract.

**BUYER:** Department

**BY** Jessie Cain

**DATE:** **April 11, 2025**

By signing below, SELLER accepts this contract:

**SELLER:** CALIFORNIA GOVERNOR'S OFFICE of EMERGENCY SERVICES

**BY:** Mitch Higgins

**DATE:** **April 11, 2025**