COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

May 30, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

TRANSFER OF SURPLUS 1961 FORD F600 TRUCK TO THE COUNTY OF LOS ANGELES FIRE MUSEUM ASSOCIATION, INC. (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Find that the 1961 Ford F600 truck (Vehicle Identification No. F60DR171261) is surplus to the Consolidated Fire Protection District's (District) fire fleet needs.

2. Find that the Donation Agreement between the County of Los Angeles Fire Museum Association, Inc. (CLAFMA) and the District is exempt from the California Environmental Quality Act as it can be seen with certainty that the Donation Agreement will not have a significant effect on the environment.

3. Approve assisting the CLAFMA, which is on the list of Authorized Donation Agencies, by approving the transfer of title of the 1961 Ford F600 truck to the CLAFMA.

4. Authorize the Fire Chief, or his designee, to execute a Donation Agreement with the CLAFMA to provide for the transfer of the surplus 1961 Ford F600 truck to CLAFMA to be effective after approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CLAFMA acquires District apparatus for the purpose of preserving the history of the fire service within the County of Los Angeles. The CLAFMA collects, restores, and preserves fire apparatus, equipment, artifacts, and documents from the District, as well as other County fire agencies for historical purposes. The vehicles it acquires are used in safety and public relations programs that utilize antique fire apparatus and equipment. The CLAFMA will accept this vehicle in an "as is" condition and is aware that it has mechanical and cosmetic problems and agrees to handle any and all required cosmetic repairs.

The District finds that this vehicle is considered surplus to the District's needs. Upon the Board's approval to donate this vehicle, the CLAFMA will initiate the transfer process.

The transfer of this fire truck to the CLAFMA will allow this vehicle to be preserved and made available to the men and women of the District and the public it serves through static exhibits, community events, and public fire safety programs. The CLAFMA works closely with the District's Public Information Office. In the past, surplus vehicles have been sold through public auction.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence as it provides services to County residents served by the District through preservation of Fire Department history.

FISCAL IMPACT/FINANCING

This vehicle was purchased in 1961 and is no longer useful to the District, therefore its donation to the CLAFMA will have no fiscal impact on the District. There will be no cost to the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District has determined that the 1961 Ford F600 truck is considered surplus and it would be an asset to the on-going operations of the CLAFMA. Transfer of title can be completed after the approval of your Board.

As the District may use this vehicle in its safety programs after the transfer, the District has agreed that any identification, decals, and markings may remain on the vehicle.

However, in the event that CLAFMA decides it wants to sell, transfer or dispose of the vehicle, CLAFMA would be responsible for the costs associated with the removal of any identification, decals, and markings. After removal, the CLAFMA will contact the District's Surplus Unit to confirm that all markings have been removed.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the provisions of the California Environmental Quality Act, as they will not result in a direct or reasonably foreseeable indirect, physical change in the environment in accordance with Section 15061 (b) (3) of the State of California Environmental Quality Act Guidelines.

IMPACT ON CURRENT SERVICES

This action is in the best interest of the District, and will have no significant impact on current services, as this vehicle is surplus to the needs of the District. The 1961 Ford F600 will benefit the staff of the District by being used in safety programs that utilize antique fire apparatus and equipment and will not be in competition with any existing District fire services.

CONCLUSION

Upon approval, please return two approved copies of this letter to the District. Please mail these copies to the attention of Gilbert Garcia, Support Services Bureau, at Consolidated Fire Protection District, 1320 North Eastern Avenue, Los Angeles, California 90063.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:JBT:gg

ATTACHMENT

cc: Chief Administrative Office
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

DONATION AGREEMENT

The Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District", by action of the Board of Supervisors as its governing body, on this _____ day of _____, 2006, enters into this agreement with County of Los Angeles Fire Museum Association, Inc., a non-profit, tax-exempt agency, located at P.O. Box 3325, Alhambra, California 91803, hereinafter referred to as "Donee" or "CLAFMA", for the donation of a 1961 Ford F600 truck (County Asset Number 49554), Vehicle Identification No. F60DR171261, hereinafter referred to as "vehicle" or "donated vehicle". The Board of Supervisor's ("Board") has found that this vehicle is surplus to the District's needs.

THE TERMS AND CONDITIONS OF DONATION

Donee agrees that:

1. Pursuant to the instructions of the Board, this donation is for the purposes of restoring and preserving the vehicle for historic preservation and the Donee using the vehicle in a manner beneficial to the public good and to the residents of the County of Los Angeles, as served by the District. The donated vehicle is not being acquired by Donee for any other purposes.

2. This donation is made with the understanding that the Donee plans to restore and preserve this vehicle for historical purposes to be used in static exhibits, community events, and public fire safety programs.

3. Upon acceptance of the donated vehicle, said vehicle becomes the sole property of Donee. The donated vehicle acquired by the Donee is on an "as is," "where is," basis, without guarantee and/or warranty of any kind. As the District, through its Public Information Office, may use this vehicle in its safety programs or other displays after the donation, the District has agreed that any identification, decals, and markings can remain on the vehicle. However, in the event that CLAFMA decides it wants to sell, transfer or dispose of the vehicle, then CLAFMA would be responsible for the removal of any identification, decals, and markings.

4. Donee will pick up the donated vehicle within ten business days of being contacted by the District that the vehicle is ready for pick up. The donation will occur at the District's fire shop, located at 1104 North Eastern Avenue, Los Angeles, California 90063.

5. Donee agrees to begin using the donated vehicle within three (3) months of receiving the vehicle for the sole purpose of utilizing it as a display piece, and it will remain on-site at the fire museum. After restoration, it will also be used in public awareness and safety programs in community events for a minimum of one year thereafter.

6. Accordingly, it is agreed that the District will donate possession and title of the 1961 Ford F600 truck, Vehicle Identification No. F60DR171261 and the CLAFMA will accept and utilize the vehicle for the purposes and uses as described above.

7. Indemnification: Donee shall indemnify, defend, and hold harmless District, County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the District's acts and/or omissions arising from and/or relating to this Agreement.

8. Insurance: As an authorized County Donation Agency, CLAFMA has met the requirements of providing proof of insurance coverage, and must maintain the insurance coverage as a requirement of that program.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

_____
Date

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

COUNTY OF LOS ANGELES
FIRE MUSEUM ASSOCIATION, INC.

By_____
President

Date_____