

DONATION AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2007, by and between the COUNTY OF TULARE, hereinafter referred to as "County", and the CAMP NELSON VOLUNTEER FIRE COMPANY, hereinafter referred to as the "Donor";

WITNESSETH:

WHEREAS, the Donor desires to donate to the County of Tulare a 1989 Ford Four Wheel Drive Fire Patrol Truck with a small water tank and pump; and

WHEREAS, the Donor conditions such donation upon the stipulations set out below; and

WHEREAS, pursuant to Government Code Sections 25353, 25354, 25355 and 25356, the County is willing and can accept such donation subject to such stipulations;

NOW, THEREFORE, IT IS AGREED as follows:

1. The Donor donates to the County, subject to the provisions of this Agreement, a 1989 Ford Fire Patrol Truck.
2. The County accepts the donation of the Ford Fire Patrol Truck, subject to the provisions of this Agreement.
3. The County agrees to assign the donated vehicle to the Camp Nelson Fire Station #23 in Tulare County. This assignment shall remain in effect throughout the donated vehicle's useful life. However, the County may, and the Donor understands and agrees that the County may, from time to time, assign, any resources under the County's ownership or control, including the donated

vehicle, to incidents at any location, including areas outside of the County's immediate jurisdiction, where the County believes the property will best serve the interest of the County.

4. The County agrees to maintain, service, repair and insure (where appropriate) the donated vehicle throughout its useful life.

5. By accepting this donation, the County is not, and the Donor understands and agrees that the County is not, under any obligation to replace the donated vehicle at such time as it is no longer suitable for use by the County.

6. The County shall be the sole judge as to the continued usefulness of the donated vehicle. The decision to repair, replace, or to remove such vehicle from service will be made by the County Fire Chief. The decision of the County Fire Chief shall be final.

7. Following the removal of such vehicle from service, the County may dispose of the vehicle as surplus property.

8. This Agreement represents the entire understanding of the County and the Donor as to those matters contained herein. No prior written or oral understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

9. The agent, officer, or employee executing this Agreement on behalf of the Donor, by signing this Agreement, declares under penalty of perjury that he/she is authorized to bind his/her principal, and that his/her principal is a legally organized entity with the power to enter into this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above in the County of Tulare, State of California.

COUNTY OF TULARE

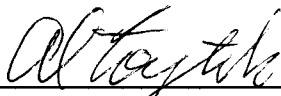
By: _____
Chair, Board of Supervisors
"County"

ATTEST: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

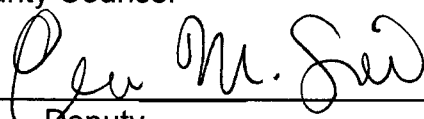
Camp Nelson Volunteer Fire Co.

Date: _____

By 
(President)
"Donor"

Approved as to Form:

County Counsel

By 
Deputy