



Government of Western Australia
Fire & Emergency Services Authority



ITEM 9.2.11
APPENDIX A

FIRE & EMERGENCY SERVICES AUTHORITY

**Disposal of Replaced Emergency
Service Vehicles**

Direct Purchase Guidelines

Version 1.4
Issued October 2011

FESA File 00597

Background

These guidelines have been developed for FESA operational managers to assist their understanding of FESA's position regarding emergency vehicle disposal and the processes that exist to deal with requests for non-standard disposal of decommissioned response vehicles.

FESA ensures the quality of the State's emergency response fleet is maintained through planned replacement programs. Replaced vehicles are either refurbished and re-assigned or disposed of in accordance with government disposal policy and procedures.

The vast majority of decommissioned vehicles are disposed of by FESA through public auction or public tender (standard disposal). Occasionally requests are received from local governments, registered private brigades or other interested parties to purchase decommissioned vehicles.

FESA does not support the retention of unserviceable or unsafe emergency response vehicles in its emergency response fleet. However, requests to direct purchase decommissioned vehicles will be considered on a case by case basis.

Replaced or decommissioned vehicles are of value to FESA and the State because:

- In some cases, replaced vehicles can be refurbished and redeployed for use elsewhere in the State;
- Proceeds from the sale return revenue to FESA and in the case of vehicles replaced through the ESL grants scheme, the proceeds are returned to the ESL state wide resources program; and
- Decommissioned vehicles are a source of parts and usable equipment.

These guidelines and related forms and procedures can be viewed on FESA's intranet at Corporate Services/Fleet & Equipment Services/Disposal.

Request Categories

1. Local Government (Local Disposal – ESL replaced emergency response vehicles)
2. Other
 - Private Registered Brigades (usually mining concerns)
 - Other State and Territory Fire Services
 - Private Organisations with which FESA has an MOU for the joint provision of emergency response services
 - Charitable Organisations for special purpose acquisitions/donations e.g. Bluey Day

General Principles Applying to Direct Purchase

1. FESA's first consideration in every case will be to recover the replaced vehicle. Requests for direct purchase will be the exception rather than the rule and will be treated on a case by case basis.
2. All requests of this nature must be approved by the FESA Chief Executive Officer or in accordance with relevant approved delegations.
3. Vehicles will be offered at market value (excluding GST) as determined by FESA using industry guides and other available market information. The market value will be used as the reserve in the case of sale by tender.
4. All direct purchases will be subject to sale on an "as is, where is" basis with FESA providing no warranties or guarantees whatsoever as to the condition of the vehicle.
5. All proceeds from the sale are to be returned to FESA.
6. Vehicles replaced through the ESL grant scheme and sold to local governments will be removed permanently from local and state government fire asset registers.
7. Buyers must agree to the sale terms and conditions in writing as part of the offer and acceptance process.
8. Vehicles must be deregistered and decommissioned (removal of beacons, radios, decals and fire fighting equipment/stowage) prior to the sale.

Local Government

1. General

Emergency response vehicles replaced as a result of the Emergency Services Levy (ESL) Grant Scheme become an asset of FESA on provision of the replacement vehicle (Section 36Y of the Fire & Emergency Services Authority Act 1998). Accordingly requests by local governments to retain replaced vehicles actually represent a sale of an asset by FESA and are subject therefore to government disposal policy and procedures.

The circumstances in which FESA will consider such requests are very specific:

- (a) Heritage – the vehicle is required by the local government as a museum exhibit or for some other heritage purpose;
- (b) Local Interest – there is clear evidence of local community interest to purchase the vehicle through the local government; or
- (c) Other – the vehicle is required by the local government for some purpose other than fire fighting or emergency response (e.g. spare parts)

In (b), the local government must purchase the vehicle to gain good title prior to disposing of the vehicle via tender or other approved method.

2. Application

Local Governments must apply to retain a replaced vehicle using FESA form "Application For Retention Of An ESL Replaced Appliance/Vehicle" (FESA Form VEH009).

The form can be accessed on the FESA Intranet.

3. Conditions of Purchase

The purchaser (Local Government Chief Executive Officer) must sign a disassociation statement that:

- (a) acknowledges the vehicle is available on an "as is, where is" basis with FESA providing no warranties or guarantees whatsoever as to the condition of the vehicle; and
- (b) FESA has no liability in respect of the vehicle or the consequences of its use.

This occurs during offer and acceptance.

The purchaser must also agree that:

- (a) the vehicle cannot be considered to be, or used in any way as a community based fire fighting appliance or emergency response or support vehicle; and
- (b) the vehicle and details will be erased from local and state government fire fighting asset registers.

3. FESA Regional Office Assessment

FESA regional operational managers play an important role in the assessment process and should ensure that:

- (a) the vehicle details are correct;
- (b) the request is supported by sufficient supporting documentation to assist in determining a market value (photos, condition description, etc); and
- (c) they have considered:
 - the age of the vehicle (is it likely to have some further use to FESA – the Manager Fleet Engineering can assist in this regard, 9337 0631);
 - the overall condition of the appliance;
 - the economics of returning the vehicle to the metropolitan area for disposal; and
 - the degree of certainty that the replaced vehicle will not find its way back into the State's fire fighting fleet.

4. Approval

The completed application, supporting documentation and the Regional Director's assessment and recommendation is to be forwarded to the Manager Fleet & Equipment Services, 1 Bowen Street, O'Connor W.A. 6163

The application is registered and a market value determined. It is then forwarded to the CEO (or delegate) for approval of the disposal application.

5. Offer and Acceptance and Payment

On advice of the approval, the Manager Fleet & Equipment Services (or delegate) will send a letter offering the vehicle for sale (at the approved market value) to the local government (copy to FESA Regional Director). A standard letter template is available.

On receipt of the acceptance, the Fleet & Disposals Officer at the FESA Fleet & Equipment Services Branch will arrange for:

- (a) an invoice to be forwarded to the local government;
- (b) deregistration of the vehicle; and
- (c) the vehicle to be decommissioned (removal of sirens, beacons, radios, decals and stowage) using a local service provider and the items returned to Fleet & Equipment Services.

Other Request Categories (non Local Government)

FESA encourages organisations and individuals interested in purchasing FESA vehicles to monitor the auction catalogues of its contracted auctioneer and attend auctions of interest.

FESA will however consider expressions of interest to direct purchase from registered private brigades, other fire agencies, charitable organisations, etc. Typically these requests are handled in FESA by the Manager Fleet & Equipment Services and require Chief Executive Officer approval.

A formal agreement must form part of the sale to a private industrial fire service (see Appendix 3).

The key requirements of the process are:

1. The request is to be in writing and should include a detailed explanation for the request;
2. A market value is to be established;
- 3 Compliance with government disposal policy must be established;
3. FESA Chief Executive Officer (or relevant delegated authority) must approve the disposal;
4. First right of refusal to purchase must be in writing and must include “as is where is” and disassociation provisions; and
5. The process must involve offer, acceptance and consideration.

APPENDIX 1

<FESA Letterhead>

File No: 00597

<Name>

<Title>

<Shire>

<Address>

<Shire> WA <Postcode>

<DATE>

Dear <Name>

SUBJECT: REQUEST TO RETAIN REPLACED VEHICLE FOR HISTORICAL/HERITAGE PURPOSES

Reference is made to your request for retention of a replaced vehicle for historical purposes. The vehicle details are:

Appliance Type:

Year/Make:

Registration:

VIN:

Please be advised that your request has been approved. The approval is subject to you purchasing the vehicle for the assessed market value of <\$Amount> and is conditional on your agreement that:

1. the vehicle and details are erased from local and state government fire fighting asset registers;
2. the vehicle cannot be considered to be, or used in any way as a community based fire fighting appliance or emergency response or support vehicle;
3. any use of the vehicle, and any consequence of use, has no financial, legal or compensatory link to FESA; and
4. the vehicle is accepted on an 'as is, where is' basis with FESA providing no warranties or guarantees whatsoever as to the condition of the vehicle.

Please indicate your acceptance of these conditions by signing and dating the attached copy of this letter and returning it as soon as possible to <Name>, <Title>, <FESA Region>, <Address>. An invoice will be forwarded in due course.

Yours sincerely

<NAME>

MANAGER FLEET & EQUIPMENT SERVICES

**<COPY>
<FESA LETTERHEAD>**

File No: 00597

<Name>
<Title>
<Shire>
<Address>
<Shire> WA <Postcode>

<DATE>

Dear <Name>

SUBJECT: REQUEST TO RETAIN REPLACED VEHICLE FOR HISTORICAL/HERITAGE PURPOSES

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4. the vehicle is accepted on an 'as is, where is' basis with FESA providing no warranties or guarantees whatsoever as to the condition of the vehicle.

Please indicate your acceptance of these conditions by signing and dating this letter and returning it as soon as possible to <Name>, <Title>, <FESA Region>, <Address>. An invoice will be forwarded in due course.

Yours sincerely

<NAME>
MANAGER FLEET & EQUIPMENT SERVICES

I accept the offer and understand the conditions of purchase and agree to comply.

<NAME>
<CHIEF EXECUTIVE OFFICER>
<LOCAL GOVERNMENT>

<FESA Letterhead>

File No:

<Name>

<Title>

<Shire>

<Address>

<Shire> WA <Postcode>

<DATE>

Dear <Name>

SUBJECT: REQUEST TO RETAIN REPLACED VEHICLE FOR LOCAL GOVERNMENT USE OR LOCAL COMMUNITY INTEREST

Reference is made to your request for retention of a replaced vehicle for local government use. The vehicle details are:

Appliance Type:

Year/Make:

Registration:

VIN:

Please be advised that your request has been approved. The approval is subject to you purchasing the vehicle for the assessed market value of <\$Amount> and is conditional on your agreement that:

1. the vehicle and details are erased from local and state government fire fighting asset registers;
2. the vehicle cannot be considered to be, or used in any way as a community based fire fighting appliance or emergency response or support vehicle;
3. any use of the vehicle, and any consequence of use, has no financial, legal or compensatory link to FESA;
4. the vehicle is accepted on an 'as is, where is' basis with FESA providing no warranties or guarantees whatsoever as to the condition of the vehicle.
5. FESA will arrange to decommission the vehicle (including deregistration); and
6. Spare parts from this vehicle are not to be used in the servicing of the current (replacement) appliance/vehicle.

Please indicate your acceptance of these conditions by signing and dating the attached copy of this letter and returning it as soon as possible to <Name>, <Title>, <FESA Region>, <Address>. An invoice will be forwarded in due course.

Yours sincerely

<NAME>

MANAGER FLEET & EQUIPMENT SERVICES

**<COPY>
<FESA Letterhead>**

File No:

<Name>
<Title>
<Shire>
<Address>
<Shire> WA <Postcode>

<DATE>

Dear <Name>

SUBJECT: REQUEST TO RETAIN REPLACED VEHICLE FOR LOCAL GOVERNMENT USE OR LOCAL COMMUNITY INTEREST

Reference is made to your request for retention of a replaced vehicle for local government use. The vehicle details are:

Appliance Type:	Year/Make:
Registration:	VIN:

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2. the vehicle cannot be considered to be, or used in any way as a community based fire fighting appliance or emergency response or support vehicle;
3. any use of the vehicle, and any consequence of use, has no financial, legal or compensatory link to FESA;
4. the vehicle is accepted on an 'as is, where is' basis with FESA providing no warranties or guarantees whatsoever as to the condition of the vehicle;
5. FESA will arrange to decommission the vehicle (including deregistration); and
6. Spare parts from this vehicle are not to be used in the servicing of the current (replacement) appliance/vehicle.

Please indicate your acceptance of these conditions by signing and dating this letter and returning it as soon as possible to <Name>, <Title>, <FESA Region>, <Address>. An invoice will be forwarded in due course.

Yours sincerely

<NAME>
MANAGER FLEET & EQUIPMENT SERVICES

I accept the offer and understand the conditions of purchase and agree to comply.

<NAME>
<CHIEF EXECUTIVE OFFICER>
<LOCAL GOVERNMENT>

APPENDIX 2

FIRE & EMERGENCY SERVICES AUTHORITY

REQUEST TO RETAIN AN ESL REPLACED APPLIANCE/VEHICLE

Sections 1- 4 of this form are to be completed by the local government intending to seek approval to retain an appliance or vehicle that has been replaced through the Emergency Services Levy Grants Scheme. The applicant should provide as much information as possible (attach if necessary) to clarify the intended use of the vehicle and its condition. Photographs of the vehicle and copies of the registration papers are to be attached.

SECTION 1 - APPLICANT

LOCAL GOVERNMENT		
CONTACT DETAILS	NAME	
	PHONE	
	E-MAIL	

SECTION 2 – REQUEST

<input type="checkbox"/>	This request is for a replaced vehicle to be purchased by the local government for heritage value and display.
<input type="checkbox"/>	This request is for a replaced vehicle to be purchased by the local government, for use by local government.
<input type="checkbox"/>	This request is for a replaced vehicle to be offered for sale by public tender within the local community (LG to purchase and arrange disposal).

SECTION 3 – VEHICLE DETAILS

Appliance/Vehicle Type		Make	
Is Registration Current? (Yes/No)		Year of Manufacture	
Registration		VIN/Chassis No.	
Current Location			

SECTION 4 – LOCAL GOVERNMENT CHIEF EXECUTIVE OFFICER

In making this request it is understood that no contract for the sale of an appliance or vehicle will exist until both FESA and the abovementioned Local Government sign a letter of agreement setting out the conditions of purchase agreed to by the parties. FESA offers no warranties or guarantees whatsoever in respect of the vehicle which is the subject of this request. It is also acknowledged that if this request is accepted, the vehicle cannot be used as a fire fighting asset or other emergency response or support vehicle.

NAME		CHIEF EXECUTIVE OFFICER	
SIGNATURE		DATE	

This application should be submitted to the local FESA Regional Office.

APPENDIX 2**FIRE & EMERGENCY SERVICES AUTHORITY
REQUEST TO RETAIN AN ESL REPLACED APPLIANCE/VEHICLE****FESA USE ONLY**

Registration		VIN/Chassis No.	
FESA REGIONAL OFFICE ASSESSMENT			
Comments (Vehicle Details Confirmed, Condition, Intended Use, Risk)			
NAME		REGIONAL DIRECTOR	
SIGNATURE		DATE	

FLEET & EQUIPMENT SERVICES ASSESSMENT			
Does the vehicle have refurbishment potential or other use within FESA?		Good Title Verified	
Estimated Recovery Costs		Assessed Market Value	
Other Comments			
Vehicle has operational value to FESA		Yes / No	
Proposed disposal is in accordance with government disposal policy		Yes / No	
Request Endorsed		Yes/ No	
NAME		MANAGER FLEET & EQUIPMENT SERVICES	
SIGNATURE		DATE	

FESA CHIEF EXECUTIVE OFFICER			
The request to purchase the above vehicle is / is not approved.			
NAME		CHIEF EXECUTIVE OFFICER	
SIGNATURE		DATE	

Form to be returned to FESA Fleet & Equipment Services, 1 Bowen Street, O'Connor

APPENDIX 3

DISPOSAL OF FIREFIGHTING APPLIANCE TO [company/industrial fire service]

THIS AGREEMENT is made the day of 20

PARTIES:

FIRE AND EMERGENCY SERVICES AUTHORITY OF WA ("FESA") a body corporate pursuant to the *Fire and Emergency Services Authority of Western Australia Act 1998*

AND

[Company/industrial fire service] [ACN] of [address] ("**Buyer**")

RECITALS:

- A. FESA owns the fire fighting appliance described in item 1 of the schedule ("Appliance").
- B. The Buyer wants to buy the Appliance from FESA.
- C. FESA wishes to sell and the Buyer wishes to buy the Appliance on the terms and conditions set out in this agreement.

THE PARTIES AGREE:

Sale and purchase

In consideration of payment of the amount specified in item 2 of the schedule ("Price") FESA sells to the Buyer and the Buyer buys from FESA the Appliance on the terms and conditions of this agreement.

Passing of Title

FESA remains the owner of the Appliance until the Price has been received in full by FESA.

Collection of Appliance

The Buyer must collect the Appliance from FESA at the address specified in item 3 of the schedule not later than 14 days from the date of this agreement.

APPENDIX 3

Payment upon acceptance

The Buyer must pay the Price to FESA at or before the date on which it collects the Appliance.

Risk

Risk in the Appliance will pass from FESA to the Buyer when the Buyer collects the Appliance.

Termination

FESA may terminate this agreement if the Buyer has breached any of the obligations imposed on it by this agreement.

The Buyer may terminate this agreement if FESA has breached any of the obligations imposed on FESA by this agreement.

Exclusion of implied terms

The Buyer acknowledges that:

prior to execution of this agreement the Buyer conducted a thorough examination of the Appliance;

no warranty, condition, description or representation in relation to the Appliance is given by FESA, expressly or impliedly by this agreement or outside this agreement; and

all warranties, terms and conditions in relation to the state, quality or fitness of the Appliance and of every other kind whether expressed or implied by use, statute or otherwise are excluded to the extent permissible by law.

SCHEDULE

Item 1:

Appliance description

Make & Year of Manufacture:

Registration:

Item 2:

Price of Appliance

Item 3:

Address of FESA

EXECUTED AS AN AGREEMENT

Signed by *[name of Director of FESA]*

in the presence of

[name of witness]

[Signature of witness]

Director Operational Resourcing
Fire and Emergency Services Authority of Western Australia

Signed by *[name of person representing Buyer]*

in the presence of

[name of witness]

[Signature of witness]

[name of company buying Appliance]

For and on behalf of