

**INTERLOCAL AGREEMENT RELATING TO
THE SALE OF FIRE-RESCUE VEHICLE AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2007, by and between FENTRESS COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (hereinafter the "Department"), by and through its Board of County Commissioners, on behalf of the Clarkrange Volunteer Fire Department (Unit 7), and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners.

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 163.01, Florida Statutes, authorizes a public agency of the State of Florida to enter into an interlocal agreement with a public agency of another state in order to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately;

WHEREAS, the County and the Department each provide fire-rescue services, vehicles and equipment within their respective jurisdictions;

WHEREAS, Fentress County, Tennessee, is a rural County with limited funding for its fire department and the Department is in immediate need of a fire apparatus to serve its jurisdiction;

WHEREAS, the County has identified a Fire-Rescue Department reserve fleet fire apparatus, as described herein, whose continued use by the County is uneconomical and inefficient;

WHEREAS, the County desires to sell to the Department for fair market value, and the Department desires to buy and accept, said reserve fire apparatus (as may be hereinafter referred to as the "Vehicle") to be used by Department for the purpose of providing fire-rescue services within its jurisdiction;

WHEREAS, the County has determined the fair market value of the Vehicle to be \$20,000.00; and

WHEREAS, the sale and identified use of the Vehicle will substantially benefit the public interest.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. **Sale and Acceptance of Vehicle.** County shall sell, convey and transfer title of the following described Vehicle to the Department upon receipt of the sum of Twenty Thousand Dollars (\$20,000.00):

1998 Ferrara Fire Apparatus, VIN number 1FV6JLCB0WH806215.

The Department shall receive and accept title, ownership and possession of the Vehicle. Upon the conveyance and transfer of title, the County shall deliver the Vehicle to the Department at 50 South Military Trail, West Palm Beach, Florida. The Department hereby authorizes its Fire Captain, Larry York Jr., to receive and accept the Vehicle for the Department, on behalf of the Clarkrange Volunteer Fire Department (Unit 7). The Department shall bear full responsibility, liability and costs for transporting the Vehicle to the Department's territorial jurisdiction. The Department shall fully insure the Vehicle prior to taking possession of it.

Section 3. **Use of Vehicle and Equipment.** The Department agrees that the Vehicle shall be used solely for the provision of fire-rescue services within its jurisdiction.

Section 4. **Disclaimer of Warranties and Liability.** The Department has fully inspected the Vehicle and shall accept said Vehicle "as is". The Department acknowledges that the County has not made, and does not make, any representation, warranty, or covenant, express or implied, with respect to the fitness, merchantability, design, construction, capacity, attributes, suitability, fitness for a particular purpose, or performance of the Vehicle.

The Department understands and agrees that the County is not the manufacturer or merchant of the Vehicle, nor the agent of said manufacturer or merchant, and that no warranties, whether express or implied, are given by County.

THE VEHICLE SHALL BE TRANSFERRED, CONVEYED AND ACCEPTED "AS IS". NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE GIVEN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

The Department acknowledges and agrees that it has fully inspected the Vehicle and is accepting it in complete reliance upon Department's own inspection of said Vehicle, and upon the Department's own knowledge and expertise in evaluating the condition of such vehicles and its intended use of the Vehicle. The Department acknowledges and agrees that in purchasing and accepting said Vehicle, the Department has not, and shall not, rely upon any statement, advice, information or representation made by County or any of its employees, officers or agents. No oral or written statement, advice, information or representation from County or any of its employees, officers or agents, whether given before or after delivery of the Vehicle, shall create a warranty, express or implied.

Department understands and agrees that the County is not a seller engaged in the business of selling vehicles and/or equipment such as those identified above. The Department shall be solely responsible for inspecting the Vehicle transferred hereunder for any defects, either latent or patent, and for refurbishing and repairing said Vehicle as necessary prior to its use and operation, and that County shall have no obligation or liability for such. The Department acknowledges that the County has warned it, and the Department specifically understands, that the Vehicle may not be suitable or safe for the Department's intended use and operation until inspected, repaired and refurbished by the Department, and the Department agrees to do so prior to allowing the use and/or operation of the Vehicle. The Department shall be solely responsible for continuing maintenance of the Vehicle, and County shall have no obligation or liability for such.

Section 5. Hold Harmless and Indemnification. To the extent permitted by law, the Department shall indemnify, defend and hold harmless the County, including its employees, officers, and agents, against any actions, claims or damages arising out of the Department's use, possession, operation, maintenance or ownership of the Vehicle.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity by

either party beyond the extent and limits set forth by applicable law.

Section 6. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 7. **Effective Date.** This Agreement shall take effect upon approval by both parties.

Section 8. **Filing.** A copy of this Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County, Florida, and with the Clerk of the Circuit Court for Fentrees County, Tennessee.

Section 9. **Remedies.** This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Agreement on the date first written above.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER, PALM BEACH
COUNTY

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Sharon Bock
Assistant County Attorney

By: [Signature]
Palm Beach County Fire-Rescue

ATTEST:

FENTRESS COUNTY, TENNESSEE

By: [Signature]

By: Larry York Jr.
Larry York Jr., Captain
Clarkrange Volunteer Fire
Department (Unit 7)

**REQUEST TO TRANSFER ASSET TO FIXED ASSETS MGT OFFICE
PALM BEACH COUNTY**

OFMB/FINANCIAL MANAGEMENT DIVISION
FIXED ASSETS MANAGEMENT OFFICE
Form #2

DEPARTMENT/DIVISION NAME Fire Rescue	CUSTODIAN CODE 6120	DATE April 10, 2007

ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
<i>K-10518</i>	1998 Ferrara Fire Apparatus – VIN number 1FV6JLCB0WH806215	4	3					

REASON CODES
 1 – EXCESS 2 – OBSOLETE 3 – OTHER SURPLUS (specify) 4 – STATUTORY/PUBLIC PURPOSE/BCC ACTION (Describe in Comments section below)

CONDITION CODES
 1 – NEW 2 – GOOD 3 – FAIR 4 – POOR 5 – BROKEN/SERVICEABLE 6 – BROKEN/BEYOND REPAIR 7 – OTHER

COMMENTS (details on Reason 4 transfers, trade-ins, scrapping and thefts required here) **Board action on April 10, 2007**

REQUESTED BY – ORIGINATING DEPARTMENT	APPROVAL – FIXED ASSETS MANAGEMENT OFFICE <i>REC'd 4/4/07</i>
ORIGINATOR _____ DATE _____	INVENTORY OFFICER <i>R. D. [Signature]</i> DATE <i>4/4/07</i>
INVENTORY OFFICER <i>John S. [Signature]</i> DATE <i>4-3-07</i>	Approval limited to verifying asset number and VIN per paperwork pertaining to Agenda Item. Title transfer to be initiated by filling-in title and providing it to Fire/Rescue Sale and delivery per Interlocal Agreement.
CUSTODIAN _____ DATE _____	WAREHOUSE _____