



II. FISCAL IMPACT ANALYSIS

A. **Five Year Summary of Fiscal Impact:**

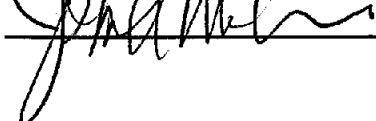
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(140,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(140,000)</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

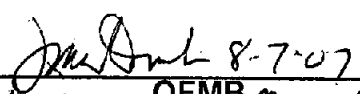
B. **Recommended Sources of Funds/Summary of Fiscal Impact:**

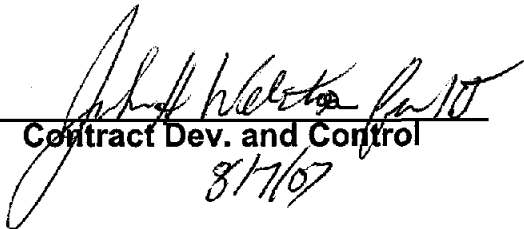
Approval of this item will authorize the sale and transfer of title to these assets to Fentress County, Tennessee, in the amount of \$140,000. The net fiscal impact will be revenue in the amount of \$140,000.

C. **Departmental Fiscal Review:** 

III. REVIEW COMMENTS

A. **OFMB Fiscal and/or Contract Dev. and Control Comments:**

 8-7-07  
 OFMB  
 8/7/07 CN 8/1/07

  
 Contract Dev. and Control  
 8/7/07

B. **Legal Sufficiency:**

 8-8-07  
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. **Other Department Review:**

\_\_\_\_\_  
 Department Director

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

**INTERLOCAL AGREEMENT RELATING TO  
THE SALE OF FIRE-RESCUE VEHICLES 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, and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners.

**WITNESSETH**

**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 fire apparatus to serve its jurisdiction;

**WHEREAS**, the County has identified certain 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 "Vehicles") to be used by the Department for the purpose of providing fire-rescue services within its jurisdiction;

**WHEREAS**, the County has determined the fair market value of the Vehicles to be \$140,000.00; and

**WHEREAS**, the sale and identified use of the Vehicles 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 Vehicles.** County shall sell, convey and transfer title of the following described Vehicles to the Department upon receipt of the sum of One-Hundred Forty Thousand Dollars (\$140,000.00):

1991 Pierce Pumper, VIN #4P1CT02D8MA000405 (Asset #10169628); and  
1992 Emergency One Cyclone Pumper, VIN #4ENDBAA88N1009777 (Asset #10169663); and  
2001 Kenworth-Sutphen Tanker, VIN#2NKMHD8X21M860892 (Asset #10169631); and  
1996 Ferrara Pumper, VIN#1FV6JLC89VH722963 (Asset #10112674).

The Department shall receive and accept title, ownership and possession of the Vehicles. Upon the conveyance and transfer of title, the County shall deliver the Vehicles to the Department at 50 South Military Trail, West Palm Beach, Florida. The Department hereby authorizes Larry Cooper, it's County Commissioner for District 5, to receive and accept the Vehicles for the Department. The Department shall bear full responsibility, liability and costs for transporting the Vehicles to the Department's territorial jurisdiction. The Department shall fully insure the Vehicles prior to taking possession of them.

**Section 3. Use of Vehicles and Equipment.** The Department agrees that the Vehicles 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 Vehicles and shall accept said Vehicles "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 Vehicles.

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

**THE VEHICLES 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 Vehicles and is accepting them in complete reliance upon the Department's own inspection of said Vehicles, and upon the Department's own

knowledge and expertise in evaluating the condition of such vehicles and its intended use of the Vehicles. The Department acknowledges and agrees that in purchasing and accepting said Vehicles, 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 Vehicles, shall create a warranty, express or implied.

The 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 Vehicles transferred hereunder for any defects, either latent or patent, and for refurbishing and repairing said Vehicles as necessary prior to their 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 Vehicles 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 Vehicles. The Department shall be solely responsible for continuing maintenance of the Vehicles, 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 Vehicles.

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, Florida. 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.

**[ The remainder of this page left blank intentionally ]**

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: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Palm Beach County Fire-Rescue

ATTEST:

FENTRESS COUNTY, TENNESSEE,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_  
John B. Mullinix, County Executive

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Legal Counsel for Fentress County

**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 <b>Fire Rescue</b>	CUSTODIAN CODE <b>6120</b>	DATE <b>August 21, 2007</b>

ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
10169628	1991 Pierce Pumper – VIN # 4P1CT02D8MA000405	4	3					
10169663	1992 Emergency One Cyclone Pumper-Vin #4ENDBAA88N1009777	4	3					
10169631	2001 Kenworth-Sutphen Tanker – Vin#2NKMHD8X21M860892	4	3					
10112674	1996 Ferrara Pumper – Vin #1FV6JLC89VH722963	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 August 21, 2007**

REQUESTED BY – ORIGINATING DEPARTMENT	APPROVAL – FIXED ASSETS MANAGEMENT OFFICE
ORIGINATOR _____ DATE _____	INVENTORY OFFICER _____ DATE _____
INVENTORY OFFICER <i>John S. Lloyd</i> _____ DATE <i>7-16-07</i>	
CUSTODIAN <i>Herman Rice</i> _____ DATE <i>7-30-07</i>	WAREHOUSE _____ DATE _____

DISTRIBUTION: ORIGINAL SIGNATURES – FAMO

PHOTOCOPY – Originating Department