

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(36,500)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(36,500)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

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 \$36,500. The net fiscal impact will be revenue in the amount of \$36,500.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

<p>_____ 6/11/09 OFMB 6/19/09</p>	<p>_____ 6/11/09 Contract Dev. and Control</p>
<p>CN 6/19/09 RD 6/19/09 FAMO, OFMB</p>	<p>This Contract complies with our contract review requirements.</p>

B. Legal Sufficiency:

_____ 6-15-09
Assistant County Attorney

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**

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2009, 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 or its Emergency Management and Homeland Security Agency. The Department is in immediate need of fire and rescue apparatus to serve its jurisdiction;

WHEREAS, the County has identified certain Fire-Rescue Department reserve fleet fire and rescue 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 and rescue apparatus (as may be hereinafter referred to as the "Vehicles") to be used by the Department for the purpose of providing fire-rescue and emergency management services within its jurisdiction;

WHEREAS, the County has determined the fair market value of the Vehicles to be \$36,500.00; 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 Thirty-Six Thousand Five-Hundred Dollars (\$36,500.00):

1997 Freightliner FL80 Ferrara Engine, VIN# 1FV6JLCB3VH767103, 60,145 miles (Asset # 10169778); and
1999 Chevy Tahoe, VIN# 1GNEC13R9XR153261, 80,808 miles, (Asset # 10169772); and
1994 Ford F350 Rescue, VIN# 1FDKF38M4RNB11890, 17,000 miles (Asset # 10169723).

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 405 Pike Road, West Palm Beach, Florida. The Department hereby authorizes Jeff Galloway, Director, Emergency Management Agency (EMA), Fentress County, Tennessee, to at the time of delivery, execute the form attached hereto as Exhibit A and incorporated herein, and 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 and emergency management 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.

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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: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


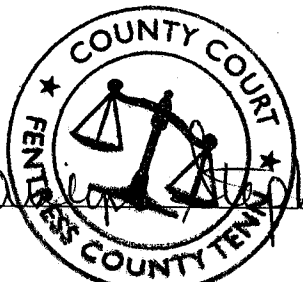
APPROVED AS TO TERMS AND
CONDITIONS

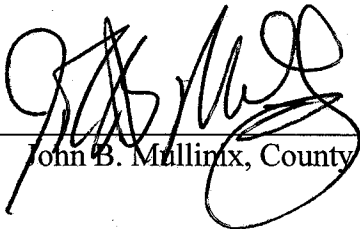
By: _____
Assistant County Attorney

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

Acceptance of Fire-Rescue Vehicle(s) and/or Equipment

Pursuant to the Interlocal Agreement Relating to the Sale of Fire-Rescue Vehicles between Palm Beach County and Fentress County, Fentress County, Tennessee, a political subdivision of the State of Tennessee (hereinafter the "Department"), by and through its Board of County Commissioners does hereby receive and accept from Palm Beach County (hereinafter the "County") title, ownership and possession of the following fire-rescue vehicle(s) and/or equipment.

Description of Vehicle(s) and/or Equipment as applicable:

Table with 3 columns: Type of Vehicle(s) and/or Equipment, County Asset #, Make, Model, Year, Vin#, Engine Type and #, Equipment included on Vehicle, Vehicle Mileage/Odometer Reading.

The Department acknowledges that it has inspected the vehicle(s) and/or equipment identified above and that it has accepted each one "as is". The Department further acknowledges that 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, suitability or performance of the transferred vehicle(s) and/or equipment as identified above.

Disclaimer of Warranties and Liability. The Department understands and agrees that the County is not the manufacturer or merchant of the transferred vehicle(s) and/or equipment as identified above, nor the agent of said manufacturer or merchant, and that no warranties, whether express or implied, are given by County.

THE VEHICLE(S) AND/OR EQUIPMENT TRANSFERRED TO THE DEPARTMENT BY THE COUNTY, AND ACCEPTED BY THE DEPARTMENT HEREUNDER, ARE 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/or equipment identified above and is accepting said vehicle(s) and/or equipment in complete reliance upon the Department's inspection of said vehicles and/or equipment and upon the Department's own knowledge and expertise in evaluating the condition of the said vehicles and/or equipment and the Department's intended use of said vehicles and/or equipment.

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 vehicle(s) and/or equipment identified above for any defects, either latent or patent, and for refurbishing and repairing said vehicle(s) and/or equipment as necessary prior to their use and operation, and that the County shall have no obligation or liability for such. The Department acknowledges that the County has warned the Department, and the Department specifically understands, that the vehicle(s) and/or equipment identified above 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 said vehicle(s) and/or equipment. The Department shall be solely responsible for continuing maintenance of the transferred vehicle(s) and/or equipment, and the County shall have no obligation or liability for such.

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 any vehicle(s) and/or equipment transferred to, and accepted by, the Department. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

**Fentress County, Tennessee, by and through its
BOARD OF COUNTY COMMISSIONERS**

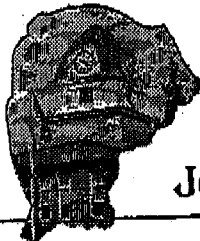
BY: _____
Jeff Galloway, Director, Emergency Management
Agency (EMA), Fentress County, Tennessee

Date

The foregoing instrument was acknowledged, subscribed and sworn to before me this _____ day of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification, and who did take an oath.

[SEAL]

Notary Signature
Print Notary Name
Notary Public, State of Florida
My Commission Expires:



FENTRESS COUNTY GOVERNMENT

JOHN B. MULLINIX, COUNTY EXECUTIVE

P.O. Box 1128
Jamestown, TN 38556

E-Mail: info@fentressco.com

931-879-7713
Fax 931-879-1579

March 5, 2009

Chief Brice & Chief Southard
Fleet Director Tim Calhoun
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, FL 33415

Dear Chief Brice;

I am writing in regards to purchasing two emergency vehicles from your fleet categorized as surplus property for the Fentress County Emergency Management and Homeland Security Agency. Our County Commission on March 16, 2009 authorized an agreement to proceed with the purchase of the vehicles from Palm Beach County Fire Rescue. As you know we have purchase five Fire Engines from Palm Beach County Fire Rescue in the past two years which has been a great improvement to our front line fleet of emergency vehicles.

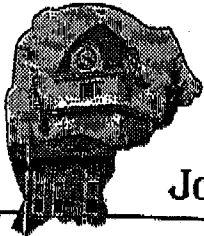
Listed below are the two vehicles we are interested in:

Asset # 10169772 - 1999 Chevy Tahoe vin # 1GNEC13R9XR153261
Asset # 10169723 - 1994 Ford F350 4 X 4 Rescue vin #
1FDKF38M4RNB11890

Thank you in advance for your consideration and cooperation. If you have any questions, comments of information please feel free to contact me at the Fentress County Executive Office. The phone number is 931-879-7713. You may also contact our Emergency Management Director, Jeff Galloway at 931-704-2909

Sincerely,
John B. Mullinix, Cmty Ex
John B. Mullinix
County Executive

ATTACHMENT # 2



FENTRESS COUNTY GOVERNMENT

JOHN B. MULLINIX, COUNTY EXECUTIVE

P.O. Box 1128
Jamestown, TN 38556

E-Mail: info@fentressco.com

931-879-7713
Fax 931-879-1579

January 23, 2009

Chief Brice &
Tim Calhoun
Palm Beach County Fire Rescue
50 South Military Trail, Ste 101
West Palm Beach, FL 33415

Dear Chief Brice & Mr. Calhoun:

I am writing in regards of a fire truck that has recently been categorized as surplus property and confirmed by the necessary legislative body. Please confirm the following information that we have obtained about the truck:

- Asset # 10169778
- 1997 Freightliner engine

We have great interest in the said vehicle and wish to further learn about and consider this opportunity. As you may know, one of our fire trucks (recently) suffered irreparable damage due to an accident and this could be our chance for a replacement. We are excited to work with you again.

Thank you in advance for your consideration and cooperation. If you have any questions, comments or information please feel free to contact me at the Fentress County Executive Office. The telephone number is 931-879-7713.

Sincerely,


John B. Mullinix
County Executive

**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 June 2, 2009

ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
10169778	1997 Freightliner FL80 Ferrara Engine - VIN # 1FV6JLCB3VH767103	4	3					
10169772	1999 Chevy Tahoe -Vin # 1GNEC13R9XR153261	4	3					
10169723	1994 Ford F350 Rescue - Vin# 1FDKF38M4RNB11890	4	3					

ATTACHMENT # 3

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

CONDITION CODES
1 - GOOD 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 July 07, 2009**

REQUESTED BY - ORIGINATING DEPARTMENT		APPROVAL - FIXED ASSETS MANAGEMENT OFFICE	
ORIGINATOR _____	DATE _____	INVENTORY OFFICER _____	DATE _____
INVENTORY OFFICER <u>JCL</u>	DATE <u>6/3/09</u>	WAREHOUSE _____	DATE _____
CUSTODIAN _____	DATE _____		