

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 9, 2014 Consent Regular
Department Workshop Public Hearing

Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the donation and title transfer of a surplus vehicle (Asset No. 10142528) to the Palm Beach County Sheriff's Office for emergency response, contingent upon receipt of the Acceptance of Fire-Rescue Vehicle(s) and/or Equipment form duly executed by the Sheriff.

Summary: Pursuant to Section 274.05, Florida Statutes, Fire Rescue is donating a surplus Ford F350 (model year 2003) to be housed and maintained by the Sheriff's Office. The unit will be refurbished at the Sheriff's expense and equipped with tactical equipment, specialized communications equipment and protective gear, which can be utilized for a joint response to domestic terrorist activities. The Emergency Service Response Teams will use this equipment for law enforcement response such as hostage situations, civil disturbances, and terrorist type events. The donation of this equipment will greatly enhance the Sheriff's ability to provide services to the citizens of the County for special tactical incidents. The estimated value of this donation is \$10,000.
Countywide (SB)

Background and Policy Issues:

The Sheriff and Fire Rescue have maintained a long standing working relationship. Both have responsibilities for responding to special tactical incidents within their jurisdiction and share an interest in conducting a successful operation. This donation of equipment enhances the Sheriff's Emergency Response Team by providing additional field units as part of the initial deployment to special tactical incidents, including domestic terrorism.

Attachments:

- 1. Request to Transfer Asset to Fixed Assets Mgt Office Form
- 2. Acceptance of Fire-Rescue Vehicle(s) and/or Equipment

Recommended By:  7/30/14
Deputy Chief Date

Approved By:  8/4/2014
Fire-Rescue Administrator Date

Approved By:  8/14/14
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<i>See below</i>	_____	_____	_____	_____
# 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:

* The current estimated trade-in value of this asset is approximately \$10,000. The donation of this asset to the Sheriff's Office will increase the net cost of our next purchase for this type asset by a like amount.

C. Departmental Fiscal Review: *in-kind match*

III. REVIEW COMMENTS

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

A. DiLieto 8/6/14 (for Transfer Form)

Susan Neary 8/11/14
 OFMB
 8/11/14

Ann J. Jacobson 8/13/14
 Contract Dev. and Control
 8-12-14

B. Legal Sufficiency:

Don Burr 8/14/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

DEPARTMENT/DIVISION NAME Fire Rescue	CUSTODIAN CODE	DATE July 28, 2014

ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
10142528	2003 Ford F350 with Utility Box VIN - 1FDWX36F43EA32388	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) **This asset is being surplused as it no longer serves a useful function; and will be transferred to the Sheriff's Office by Board action on September 9, 2014, pursuant to Section 274.05, Florida Statutes.**

REQUESTED BY - ORIGINATING DEPARTMENT	APPROVAL - FIXED ASSETS MANAGEMENT OFFICE
ORIGINATOR <u><i>S. Howard</i></u> DATE <u>8/4/14</u>	INVENTORY OFFICER <u><i>J. Polaris</i></u> DATE <u>8/6/14</u>
INVENTORY OFFICER <u><i>Donald Howard</i></u> DATE <u>8/4/14</u>	<i>Verified asset # & description only.</i>
CUSTODIAN <u><i>J. P. B. C.</i></u> DATE <u>8/4/2014</u>	WAREHOUSE _____ DATE _____

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

The Palm Beach County Sheriff's Office (hereinafter referred to as "PBSO") does hereby receive and accept from Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") title, ownership and possession of the following fire rescue vehicle(s) and/or equipment.

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

Type of Vehicle(s) and/or Equipment:	_____
Make:	FORD
Model:	F350
Year:	2003
Vehicle Identification Number (VIN):	1FDWX36F43EA32388
Engine Type and #:	_____
Equipment included on Vehicle:	_____
Odometer Reading:	135,285

PBSO acknowledges that it has inspected the vehicle(s) and/or equipment identified above and that it has accepted each one "as is". PBSO 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. PBSO 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 PBSO BY THE COUNTY, AND ACCEPTED BY THE PBSO 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.

PBSO 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 PBSO's inspection of said vehicles and/or equipment and upon PBSO's own knowledge and expertise in evaluating the condition of the said vehicles and/or equipment and PBSO's intended use of said vehicles and/or equipment. PBSO acknowledges and agrees that in accepting said vehicles and/or equipment, PBSO has not, and shall not, rely upon any statement, advice, information or representation made by the 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(s) and/or equipment, shall create a warranty, and PBSO acknowledges and agrees that it has not, and shall not, rely on any such advice, information or representation.

PBSO 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. PBSO 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. PBSO acknowledges that the County has warned PBSO, and PBSO specifically understands, that the vehicle(s) and/or equipment identified above may not be suitable or safe for

PBSO's intended use and operation until inspected, repaired and refurbished by PBSO, and PBSO agrees to do so prior to allowing the use and/or operation of said vehicle(s) and/or equipment. PBSO 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, PBSO shall indemnify, defend and hold harmless the County, including its employees, officers, and agents, against any actions, claims or damages arising out of PBSO's use, possession, operation, maintenance or ownership of any vehicle(s) and/or equipment transferred to, and accepted by, PBSO. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

Palm Beach County Sheriff's Office

BY: _____
Ric Bradshaw, Palm Beach County Sheriff

Date