



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** December 10, 2013

**AGENDA ITEM NO.** 7c.

**Consent Agenda** ☒

**Regular Agenda** ☐

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Declare Surplus and Authorize the Sale of Miscellaneous County Owned Equipment.

**Department:**

Real Estate Management  
Safety and Emergency Services

**Staff Member Responsible:**

Paul S. Sacco, Director  
Bruce Moeller, Executive Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) DECLARE AS SURPLUS AND AUTHORIZE THE SALE OF A 1995 LUVERNE FIRE ENGINE PER SECTION 274.06 OF THE FLORIDA STATE STATUTES AND THE BOARD OF COUNTY COMMISSIONERS SURPLUS DISPOSITION PROCEDURES.

**Summary Explanation/Background:**

The purpose of this recommended action is to declare miscellaneous County-owned equipment surplus and authorize its sale to the highest responsible bidder, pursuant to §274.06 Florida State Statutes. The personal property consists of one (1) 1995 Luverne fire engine.

While the equipment has not reached the end of its useful economic life, it has been determined that the equipment is no longer needed due to County operational changes. The fire engine was previously used by the City of Pinellas Park at Station 36, under an agreement with Pinellas County to provide fire service to residents in the unincorporated Highpoint area. Pursuant to Section 802-C (ii) of the Fire Protection Services Agreement (Agreement) between Pinellas County (Authority) and the City of Pinellas Park (Contractor), the Contractor is required to return to the Authority, all assets purchased with funds provided to the Contractor under the Agreement. This asset is to be liquidated through public auction conducted by GovDeals.com under provisions of the existing approved contract, with the minimum bid set at \$30,000.00.

**Fiscal Impact/Cost/Revenue Summary:**

Revenue derived from surplus sales vary by auction.

**Exhibits/Attachments Attached:**

Contract Review Transmittal Slip  
Fire Protection Services Agreement (Section 802-C (ii))





**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP****PROJECT: Declare Surplus and Authorize Sale of Miscellaneous County Owned Equip.****CONTRACT NO.:** number**ESTIMATED EXPENDITURE / REVENUE:** \$30,000.00

(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).--

**OTHER SPECIFICS RELATING TO THE CONTRACT:**

Declare Surplus and Authorize Sale of Miscellaneous County-Owned Equipment (Fire Truck)

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Paul S. Sacco	10/23/13			
<b>SES:</b> Bruce Moeller	10/31			
<b>Finance:**</b> Anne Lawler	11/5/13			
<b>Legal:</b> Michael Zas	11/6/13		See comments	
<b>Assistant County Administrator or Executive Director:</b> Mark Woodard	11/18/13		Have we approached the other FD's to determine interest in purchasing the asset from the County for fair mkt value?	11/20/13 Conferred with Mike Sacco (SES) MB

Please return to Andrew Pupke.

All inquiries should be made to Andrew Pupke ext. 43237.

\*\* See Contract Review Process

Revised 5.13.13

by purchase, lease purchase or lease, and Contractor shall not mortgage or pledge as security any such assets for any debt without the written consent of Authority.

## **ARTICLE VIII**

### **TERM AND TERMINATION**

**SECTION 801. TERM OF AGREEMENT.** This Agreement shall take effect on October 1, 1999, and shall continue through September 30, 2009, unless terminated or renewed in accordance with this Agreement.

**SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.**

(a) **Termination By Authority.** Authority may terminate this Agreement by serving upon Contractor a ninety (90) calendar day written notice of Authority's intention to terminate this Agreement; however, shorter notice may be given if the Authority determines an emergency situation exists requiring such action.

Upon the effective date of termination of the Agreement, the Authority is not obligated to pay the Contractor for Fire Protection Services, nor is the Contractor obligated to provide Fire Protection Services, as defined in this Agreement.

(b) **Termination By Contractor.** Contractor may terminate the Agreement by giving to Authority ninety (90) calendar days written notice of its intention to terminate.

(c) **Disposition of Assets.**

(i) **Properties Held in Trust.** The parties agree that all vehicles, equipment, and property, real or personal, tangible or intangible, that have been paid for in full or in part by funds supplied by the Authority are held by Contractor

in trust for the benefit of the taxpayers of the District and that Authority has all rights and powers of enforcement with respect to such trust.

(ii) Assets Paid For By Authority. Upon termination of this Agreement, Contractor shall return to Authority, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this or any prior agreement with the Authority. Authority will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.

(iii) Assets Paid For By Contractor. Any assets which were purchased solely with funds other than those provided by Authority to Contractor under this or any preceding agreement, shall remain the property of Contractor.

(iv) Assets Paid For By Both Contractor and Authority. In case of any asset purchased with funds of both the Contractor and the Authority, Contractor and Authority shall determine the fair market value of such asset and then shall pro-rate such fair market value according to the respective interest of both the Contractor and the Authority. In the event Contractor desires to retain said asset, Contractor shall pay to Authority an amount equal to Authority's interest in said asset. In the event that Authority desires to retain said asset, Authority shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither the Contractor nor the Authority desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of the Contractor and the Authority.