Print Form

COUNTY DEPARTMENT AGENDA REQUEST

Department/Division: Fire & Emergency Services

Department Head: M. Allen McCullough

Presenter, if needed: Tom Bartlett

Preferred Meeting Date: Wednesday, February 6, 2008

Wording for the Agenda:

Approval of a request from the Department of Fire and Emergency Services to accept ownership of an enclosed trailer from Peachtree City formerly used to transport equipment to scenes involving hazardous materials.

Background/History/Details:

Fayette County entered into a multi-jurisdictional Hazardous Materials Team agreement with Peachtree City and the City of Fayetteville on December 18, 1995. At this time, the three jurisdictions purchased a trailer for the purpose of transporting equipment to the scene of haz mat calls. Last year a federal grant was obtained by Peachtree City for additional haz mat equipment. Within this grant was a new trailer. The existing trailer is now surplus to the team and not in use. The trailer is titled to Peachtree City for record keeping purposes. Both Peachtree City and the City of Fayetteville have agreed to have this asset transferred to Fayette County for the purpose of hauling mobile medical carts.

What action are you seeking from the Board of Commissioners?

Accept ownership of the trailer from Peachtree City and authorize the Chairman to execute the Bill of Sale.

If this item requires funding, please describe:

Has this issue come before the Commissioners in the past? No

If so, when?

Do you need audio-visual for the presentation? No

Back-up Material Submitted? Yes

STAFF USE ONLY

- (●) Finance Review Complete
- (●) Purchasing Review Complete
- (●) Legal Review Complete
- (●) Administrative Staff Review Complete

Administrator's Approval Yes

Confirmed Meeting Date Wednesday, February 6, 2008

- ( ) Recognition/ Presentation
- ( ) Public Hearing
- ( ) Old Business
- ( ) New Business
- (●) Consent
- ( ) Report
- ( ) Other

BILL OF SALE AND RELEASE OF LIABILITY AGREEMENT

The City of Peachtree City, Georgia (hereinafter referred to as "Seller") has agreed to donate that certain property identified on Exhibits "A" attached hereto and incorporated herein by express reference (hereinafter referred to as the "Vehicle") to Fayette County, Georgia, and Fayette County has agreed to accept such donation, subject to the terms of this Bill of Sale and Release of Liability Agreement.

For and in addition to the consideration set forth above, and to the extent permitted by Georgia law, Purchaser agrees to indemnify and hold Seller, its employees, agents, legal representatives, successors and assigns harmless from each and every claim, demand, liability or other obligation which may be asserted against Purchaser and Seller and which may arise, or be connected with, loss, injury or damage relating to removing and using the Vehicle, including but not limited to the use of the Vehicle by any and all board members, employees, agents, contractors, or subcontractors of the Purchaser. The Purchaser accepts the dedication of the Vehicle and takes title to, and possession of the Vehicle "AS IS" with no warranty, either expressed or implied, as to the condition of the Vehicle or its suitability for the purpose to which the Purchaser intends to use the Vehicle. The undersigned agrees not to bring any action at law or equity against Seller, its agents, or employees on the behalf of the undersigned nor on behalf of any board members, guests, invitees, employees, contractors, or subcontractors of the Purchaser, whether a minor or an adult, arising from or relating to any injury connected with the use of the Vehicle or the care, custody or control thereof; and the undersigned shall defend Seller, its agents, servants or employees against any such actions brought by any other person with respect to the undersigned; or guests of the undersigned's use of the Purchaser's Property and indemnify Seller, its agents and employees for anything for which the undersigned or any guests, invitees or employees of the undersigned is responsible either alone or jointly and severally to the extent allowed by law. The undersigned further agrees to indemnify Seller, its agents, servants or employees for all losses on claims, cost of defense including attorney's fees and court costs for any claims arising out of the use or maintenance of the Vehicle.

The Vehicle is sold in "As Is" condition, with no further warranties or guarantees. Purchaser acknowledges that it will remove the Vehicle from its existing location at _____, Peachtree City, Georgia at no expense to the Seller. Taking possession and moving the Vehicle will be done by the Purchaser at a time and date agreeable to the Seller. Purchaser will insure that the Vehicle is properly insured at the time that the Purchaser takes possession of the same.

Accepted by the Board of Commissioners of Fayette County this _____day of _____, 2008.

BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA

By:_____
Chairman

ATTEST:

_____
Floyd L. Jones, Deputy Clerk (SEAL)