

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Ratification for purchase of New Fire Apparatus Engine

DATE: 05/16/2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL- \$460,604 Funding from Fund 350 Capital of FY22 Pumper and FY 23 Tanker

COMMISSION ACTION REQUESTED ON: 05/16/2022

PURPOSE:

Seek commission ratification for purchase of Spartan Fire Apparatus as described in the accompanying document.

BACKGROUND / HISTORY:

- a. In the November Commission work session, the purchase of the fire apparatus was discussed with the commissioners. At the following board meeting, approval was granted for the application of the Assistance for Firefighters Grant to purchase a fire apparatus.
 - b. Other items before the board in the November meeting included:
 - Approval for application for AFG for purchase of LUCAS devices
 - Approval for the refurbishment of Fire Engine
 - Approval for the remount of Med Unit.
 - Approval for purchase of 1 LUCAS Device
 - c. After agreement during the work session of the need for the new fire apparatus due to the age and condition of the current fleet, no further discussion took place.
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FACTS AND ISSUES:

- a. There existed a sense of urgency to approve the purchase of 1 Spartan Fire Apparatus due to the increase of the cost on December 1st.
 - b. The oldest fire engine in the fleet is a 1989 truck with several others purchased in the early 1990s.
 - c. The truck was ordered on November 29th, with delivery expected in August 2022.
 - d. Funding for the purchase was advanced from the FY22 and FY23 budgets
 - e. FY22 - \$200,000 was designated for a pumper
 - f. FY23 - \$425,000 is designated for a tanker.
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OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION:

“ I Motion to approve the purchase of the 2022 Spartan Fire Engine with the funding of FY22 and FY23 Fund 350 Capital.”

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director _____

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager

PEACH STATE

TRUCK CENTERS

EMERGENCY VEHICLES

November 8, 2021

Lieutenant Mack Palmer
Habersham County Emergency Services
4263 Hollywood Hwy
Clarkesville, GA 30523

Dear Lieutenant Palmer:

Enclosed are chassis and body specifications for a Spartan S-180 Model 2108. This vehicle will be built from order to delivery in approximately 180 days. Our quotation includes the following:

1. A Cummins L9 engine rated at 450 HP. (See chassis specifications)
2. Install a minimum 1000 watt 12 volt DC to 120 volt AC inverter with two plug-in strips in Compartments L3 and R3.
3. A Hannay hose reel with 100' of 1" booster hose installed in the dunnage area of the body.
4. A Whelen warning light mounted above the front wheel on each side of the cab. (See attached chassis specifications)
5. A paint design of black cab top and top of the body over a silver lower body color. (See attached proposed paint designs and advise of your approval of one of them)
6. Lettering and reflective striping on both sides of the apparatus
7. A 38" high X 31" wide X 21" deep EMS compartment mounted on the back wall of the cab, with roll-up door, 2 shelves, and interior strip lighting, painted to match the interior.
8. An aluminum sign board mounted to the tread plate at the top of each side of the body painted black to match the cab and upper body. (See attached photo of the tread plate at the top of the body)
9. Linex in flat black on the tread plate on the top of each side of the body.
10. A hose well mounted in the running board on each side of the pump module. Total of two (2).
11. On-Spot Automatic Chain System mounted on the rear axle.
12. Custom Chevron design mounted on the rear of the apparatus in red, silver, and black.
13. Water tank level indicator lights mounted high on the rear of the chassis cab.
14. A manually opening and closing hose bed cover made of tread plate that locks in place in the open position.

The price of this apparatus with the above options is \$460,604., FOB Clarkesville, Georgia. Please allow 2 weeks from completion date for shipping to Georgia, and, 3 weeks after arrival to up fit Items 2, 3, 6, 7, 8, and 9.

Thank you for the opportunity to quote. This price is good for orders placed at the factory by December 1, 2021.

Sincerely,



Jonathan C. Wyman
General Manager

PEACH STATE

**TRUCK CENTERS
EMERGENCY VEHICLES**

Habersham County Emergency Services

Peach State Emergency Vehicles (the dealer/vendor) hereby proposes to furnish to you, subject to proper execution of a purchase agreement by you and by an officer of your Fire Department, the following apparatus and equipment to be built in accordance with the attached specifications:

One (1) – Spartan S-180 Model 2108 Custom Fire Pumper

TOTAL: \$460,604.00

Delivery will be F.O.B. at Commerce, GA within approximately 180 days after receipt of an approved order at Spartan's Brandon, South Dakota manufacturing facility.

Terms of payment are \$ 460,604.00 upon delivery to customer by the dealer.

This proposal will expire unless accepted within 20 days after the date first set above. This expiration date is firm due to a published price increase by Spartan Emergency Response.

Authorized Representative: Jonathan Wyman
Title: General Manager
Contact: (770) 570-2312

Authorized Signature: _____



Authorized Vendor:

Peach State Truck Centers - Emergency Vehicles

Address:

**6535 Crescent Drive
Norcross, GA 30071
Phone: 770-449-5300
Fax: 678-623-0153**





A Wholly Owned Subsidiary of Spartan Motors, Inc.
907 7th AVENUE NORTH BRANDON, SD 57005-2003
(605) 582-4000 FAX (605) 582-4001

CONTRACT

THIS CONTRACT ("Contract") is made by and between Spartan Motors USA, Inc. ("Spartan") and Habersham County Board of Commissioners ("Customer"). This Contract will not become binding upon Spartan until it is executed by an officer of Spartan, and the effective date of the Contract ("Effective Date") will be the date that the Spartan officer executes the Contract. The parties hereby agree as follows:

- (1) Subject to the terms of this Contract, Spartan shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.
- (2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by Spartan because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below. Notwithstanding anything to the contrary in this Agreement, if the costs to Spartan of acquiring any of the raw materials used in the production and supply of the product(s) (including, without limitation, the costs of acquiring raw materials, costs associated with tariffs, labor costs, shipping costs, or any other costs) materially increase from the cost levels as of the date of this Agreement, the parties agree that (1) buyer shall have the obligation to pay and reimburse to Spartan such increased costs, or (2) Spartan shall have the right in its discretion to terminate this Agreement, without further liability to Buyer, upon ten (10) days' notice to buyer. For purposes hereof, a "material increase" is defined to mean 5% of the quoted bill of material.
- (3) The Apparatus and Equipment shall be ready for delivery from Spartan's factory, within 180 days. **This delivery timeframe is subject to modification if there are customer driven delays to holding the pre-construction meeting and/or if there are customer driven delays to returning the corresponding signed Change Order to the factory. All days exceeding 10 days after the pre-construction conclusion with priced Change Order ready for approval will be added to the above-mentioned delivery timeframe.** Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Spartan requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.
- (4) A competent Spartan service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any Apparatus or Equipment.
- (5) In exchange for the Apparatus and Equipment, Customer agrees to pay Spartan the sum of four hundred sixty thousand six hundred four Dollars (\$ 460,604.00) ("Purchase Price"). The Purchase Price (a) includes a discount of \$0.00 dollars for a \$0.00 dollar prepayment to be made at N/A (type of prepayment option chosen); OR (b) Customer reserves the right to receive a \$0.00 discount if, after the Effective Date, a \$0.00 prepayment is made at N/A (type of prepayment option chosen). Net payment is due upon delivery to Customer, unless otherwise specified herein. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Spartan reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$ 350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly, or will be added to the Purchase Price and paid by Spartan. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to Spartan and hold Spartan harmless from any such tax, interest or penalty which may at any time be assessed against Spartan.
- (6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Spartan, completion of any discrepancy list, and shipment of Apparatus and Equipment from Spartan's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Spartan will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Spartan has received full payment of the Purchase Price and taxes.
- (7) Spartan shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, nondelivery, recall or other breach by Spartan, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. Spartan shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.
- (8) Customer shall indemnify Spartan against, and hold Spartan, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including

attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from Spartan's breach of its obligations under this Contract.

(9) Spartan warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. THE ONLY OTHER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(10) Spartan shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11) The Apparatus and Equipment shall remain the property of Spartan until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Spartan may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Spartan takes possession.

(12) This Contract will only be binding on Spartan after it is signed and approved by an officer of Spartan. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(13) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(14) This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option of Spartan, be brought in a court of record of the State of South Dakota in Minnehaha County, in the United States District Court for the District of South Dakota, or in a court of record of the State of Michigan in either Kent County or Eaton County, where Spartan's parent company, Spartan Motors, Inc., is located, or in the United States District Court for the Western District of Michigan, or in any other court of competent jurisdiction; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

Submitted to Customer By: Jonathan C. Wyman on November 22, 2021.
Spartan Sales Representative – Print Name

Date 11/21/2021

Spartan Sales Representative Signature

This Contract is agreed to by the parties as of the Effective Date.

Spartan Motors USA, Inc.

By: _____
Spartan Motors USA, Inc. Officer Signature

Print Name

Its: _____

Date

Customer: Habbersham Board of Commissioners

By: Alicia Vaughn
Customer Signature

Alicia Vaughn
Print Name

Its: County Manager

11/29/21
Date

Date



EMERGENCY RESPONSE

Charlotte, MI | Brandon, SD | Ephrata, PA | P: 517.543.6400
SPARTANMOTORS.COM

TAX EXEMPTION CERTIFICATE

The undersigned hereby certifies that he/she FINANCE DIRECTOR
(Title of Officer)

is of Habersham County Board of Commissioners and that he/she is authorized
(Name of Municipality/Business)

to execute this certificate and that the article or articles specified in the accompanying contract, are purchased from Spartan Motors USA, Inc., d/b/a Spartan Emergency Response, for the exclusive use of:

Habersham County Board of Commissioners

(Name of Municipality/Business)

It is understood that the exemption from tax in the case of sales or articles under this exemption certificate is limited to the sale of articles purchased for their exclusive use. It is also understood that the fraudulent use of this certificate to secure exemption may subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

The above named business respectfully certifies that all tangible property purchased from Spartan Motors USA, Inc. d/b/a Spartan Emergency Response is exempt from Sales or Use Tax for reason(s) checked below:

- | | | | |
|---|---|---|--------------------------------------|
| (| |) | Resale as tangible personal property |
| (| |) | Non-profit or Charitable Unit |
| (| X |) | Governmental Unit or Instrumentality |
| (| |) | Other (explain fully): |

State Tax Exempt No. is 58-6001495.

Federal Tax Identification No. is 58-6001495.

Name of Organization: Habersham County

Address 130 Jacob's Way, Suite 302, Clarkesville, GA 30523

Signature: [Signature] Title: Finance Director



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER

To: Peach State Truck Centers Emergency Vehicles 11/29/2021
(SUPPLIER) (DATE)

6535 Crescent Dr Norcross GA 30071
(SUPPLIER'S ADDRESS) (CITY) (STATE) (ZIP CODE)

THE UNDERSIGNED DOES HEREBY CERTIFY that all tangible personal property purchased or leased after this date will be for the purpose indicated below and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than that indicated on this certificate. (Check appropriate box.)

- ☐ 1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30.
- ☒ 2. Purchases or leases of tangible personal property or services made by the Federal Government, The American Red Cross, Georgia State Government, any county, municipality, qualifying authority or public school system of this state. When paid for by warrant on appropriated Government funds, A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(6)(6.1)(6.2)
- ☐ 3. Purchases or leases of tangible personal property or services for **RESALE ONLY** by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. **THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY.** A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(15)(39)(41)(56)(59)(71)
- ☐ 4. Materials used for packaging tangible personal property for shipment or sale. Such materials must be used solely for packaging and must not be purchased for reuse by the shipper or seller. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94)
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32)
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts of each, which will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A)
- ☐ 7. Purchases or leases of tangible personal property or services made by a federally chartered credit union, credit unions organized under the laws of this state, and credit unions organized under the laws of the United States and domiciled within this state. A Georgia Sales and Use tax number is not required for this exemption. 12 U.S.C.S. 1768; O.C.G.A. § 48-6-97

(Describe Purchaser's Business Activity)

Under penalties of perjury I declare that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Business Name: HABERSHAM COUNTY BOARD OF COMMISSIONERS Sales Tax Number: 586-001495

Business Address: 130 JACOBS WAY, SUITE 302 City: CLARKESV State: GA Zip Code: 30523

Purchaser's Name: Tim Sims Signature: [Signature] Title: FINANCE Director

A dealer must secure one properly completed certificate of exemption from each buyer making purchases without payment of the tax. The dealer must maintain a copy of the certificate of exemption presented for audit purposes.