

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 5, 2008

Consent
 Ordinance

Regular
 Public Hearing

Department: Administration

Submitted By: Administration

Submitted For: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **adopt** Resolution authorizing the conveyance of a 1999 Ford E350 passenger van to the Palm Beach Recovery Coalition Inc.
- B) **approve** Agreement establishing the terms of the conveyance with Palm Beach Recovery Coalition Inc.
- C) **approve** a Budget Transfer of \$5,335 in the Transportation Improvement Fund from Reserve for District 6 to the Cabana Colony – Local Drainage;
- D) **approve** a Budget Transfer of \$5,335 in the Capital Outlay Fund from Cabana Colony – Local Drainage to Ford E350 Van / Palm Beach Recovery Coalition – District 6.

Summary: These actions will result in the conveyance of a passenger van that is no longer needed by the County, to a not-for-profit organization know as the Palm Beach Recovery Coalition Inc. for the nominal sum of one dollar. The Recovery Coalition operates emergency shelter facilities and provides substance abuse treatment and support counseling for individuals suffering from homelessness and addiction-related disorders. The budget transfers increase the gas tax support and decrease the ad valorem support for the Cabana Colony Drainage Project, freeing up ad valorem funds that will be used to reimburse Fleet Management for the value of the van. Commissioner Santamaria has requested that the van be conveyed to the Recovery Coalition at nominal cost. District 6 (PK)

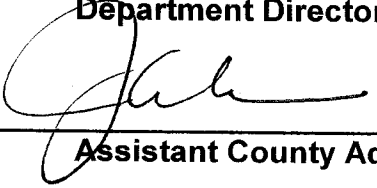
Background and Justification: In accordance with the Fleet Management Division's Vehicle Replacement Policy, County vehicles that have reached certain mileage and age milestones are replaced with newer vehicles. Replaced vehicles are typically sold at auction or added to the County's "loaner" fleet for less intensive intermittent use. Occasionally, vehicles are conveyed or leased to other units of government or to non-profit organizations that promote the public or community interest and welfare. These types of property transfers are authorized by Section 125.38, F.S. The receiving entity in this case, is a not-for-profit organization providing services in the public interest. The Agreement with the not-for-profit organization requires that the vehicle be used for a defined purpose for at least one year and that the County be reimbursed for the value of the vehicle if the organization fails to meet the terms or the agreement and reimbursement is requested by the County. The Agreement includes disclaimers and indemnifications designed to protect the interests of the County.

Attachments:

- 1. Resolution
- 2. Agreement
- 3. Budget Transfer in Transportation Improvement Fund
- 4. Budget Transfer in Capital Outlay Fund
- 5. District 6 Fund Authorization Memo

Recommended by: N/A
Department Director

Date

Approved by: 
Assistant County Administrator

1-28-08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$5,335</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$5,335</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
Budget Acct No.: Fund ___ Dept. ___ Unit ___ Object ___
Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Reserve for District 6
Cabana Colony/Local Drainage

Capital Outlay Fund
Cabana Colony/Local Drainage
Ford E-350 Van/PB ~~County~~ Recovery Coalition-Dist 6

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Jan O'Neil 1-29-08
OFMB
12/15/08 SP 1/14/08 CN 1/28/08

Jim J. Facolt 1/30/08
Contract Dev. and Control
1/30/08

B. Approved as to Form and Legal Sufficiency:
Maureen Cullen
Assistant County Attorney

This Contract complies with our contract review requirements.
At the time of CAC's review, the contract was not executed.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

RESOLUTION NO. R-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FINDING THAT A PASSENGER VAN SHOULD BE CONVEYED TO A NOT-FOR-PROFIT ORGANIZATION; AUTHORIZING AN AGREEMENT REGARDING THE USE OF THE VAN AND APPROVING ITS CONVEYANCE; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the County has a passenger van that has been removed from active service in accordance with the County's vehicle replacement policy; and

WHEREAS, the Board of County Commissioners (Board) has determined the van is not needed for any County purpose; and

WHEREAS, the not-for-profit organization identified below, which has been organized for the purposes of promoting the public or community interest and welfare, desires to use the van for the public or community interest and welfare; and

WHEREAS, the not-for profit organization has applied to the Board to use the van for the purposes of promoting the public or community interest and welfare, and the Board is satisfied that the van is required for such purposes; and

WHEREAS, the Board has determined that the van will be used for the public or community interest and welfare as described herein, and in an agreement with the not-for-profit entity receiving the van, that the van should be conveyed for the nominal sum of one dollar and other good and valuable consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The recitals set forth above are true and correct.
2. The Board does hereby authorize its Chairperson, on behalf of the Board, to enter into an agreement with the Palm Beach Recovery Coalition Inc. for the conveyance and transfer of a County-owned, 1999 Ford E350 passenger van, Asset Number 10124862, and the County Administrator or his designee to take steps needed to effectuate the conveyance and transfer of the van.
3. The Vehicle Identification Number of the vehicle to be conveyed is as follows:
1FBSS31L8XHC12707.

4. This Resolution shall take effect upon its adoption.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Addie L. Greene	_____
Commissioner John Koons	_____
Commissioner Karen T. Marcus	_____
Commissioner Robert J. Kanjian	_____
Commissioner Mary McCarty	_____
Commissioner Burt Aaronson	_____
Commissioner Jess R. Santamaria	_____

The Chairperson thereupon declared this resolution duly passed and adopted this ___ day of February, 2008.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

By: _____
County Attorney

By: _____
Deputy Clerk

Attachment 2

**AGREEMENT REGARDING THE CONVEYANCE OF A PASSENGER VAN
TO PALM BEACH RECOVERY COALITION INC.**

THIS AGREEMENT REGARDING THE CONVEYANCE OF A PASSENGER VAN is made and entered into this ___ day of _____, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as the County), and Palm Beach Recovery Coalition Inc., a 501(c)3 not-for-profit corporation authorized to do business in the State of Florida, whose FEIN is 51-0608130, (hereinafter referred to as the Coalition).

WITNESETH:

WHEREAS, the Coalition is a 501(c)3 not-for-profit organization, organized for the purpose of promoting the community interest and welfare, by operating emergency shelter facilities, and providing substance abuse treatment, transportation, support counseling, and employment-coaching for individuals in Palm Beach County suffering from homelessness and addiction related disorders; and

WHEREAS, the Fleet Management Division of the Facilities Development & Operations Department has removed from active service a 1999 passenger van, whose VIN is 1FBSS31L8XHC12707 and County Asset Number is 10124862 (hereinafter referred to as the van), in accordance with the County's vehicle replacement policy, and has determined that the van is no longer needed for County operations; and

WHEREAS, the Coalition needs the van to accomplish the purposes described above and has requested that the County convey the van to it so that it may use the van to accomplish the purposes described above; and

WHEREAS, the County has further determined that the van is not needed for any County purpose and that the van should be conveyed to the Coalition; and

WHEREAS, the County's Board of County Commissioners finds that the use that the Coalition will make of the van constitutes and will serve a valid public purpose.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals: The foregoing recitals are true and correct and incorporated into and made a part of this Agreement.

2. Purpose: The purpose of this Agreement is to set forth the various duties, rights and obligations of the parties regarding the conveyance of the van to the Coalition and the Coalition's use of the van to promote the community's interest and welfare by utilizing the van in its emergency shelter facility and substance abuse treatment programs as contemplated in this Agreement.

3. Conveyance and Use: The County hereby agrees to convey title to the van to the Coalition for the purposes described in this Agreement for the nominal sum of one (1) dollar. The County shall retain an interest, as further described below, in the van for a period of one (1) year from the date of execution of this Agreement. Thereafter, the conditions set forth in this Section 3, upon the conveyance and use of the van, shall expire and title shall be fully vested in the Coalition. During said one (1) year period, the Coalition shall use the van to provide transportation for the Coalition's emergency shelter facility and substance abuse treatment program activities. Such activities and Coalition's use of the van shall be made available to the general public without restriction or limitation. If, during said one (1) year period, the Coalition desires to use the van for another "public purpose," that use must be pre-approved by the County's Representative. If the Coalition violates a use condition, then upon the request of the County, the Coalition shall pay to the County the sum of Five thousand three hundred and thirty-five Dollars (\$5,335.00). This sum shall be remitted to the County within thirty (30) days of

County's request. If, during said one (1) year period, the Coalition wants to dispose of the van or convey it to another, the Coalition must first obtain the County Representative's approval to dispose of the van or transfer its title. The Coalition shall comply with any conditions imposed by County's Representative on the disposal or conveyance of the van, including but not limited to payment to County of the sum of \$5,335.00 or such lesser sum approved by County's Representative, taking into account the condition of the van, any diminishment of value that occurred while the van was in the possession of the Coalition, the time remaining in the one year period, and any other applicable factor identified in Section 16. In the event the Coalition sells the van after the expiration of the one (1) year period, then the Coalition may retain all proceeds derived from the sale.

4. Representative: County's representative during the one (1) year period following the execution of this Agreement will be Assistant County Administrator Jon Van Arnam, whose telephone number is (561) 355-2740, or his designee. The Coalition's representative during the one (1) year period following the execution of this Agreement will be Grant Skolnick, CFO/Legal Counsel, whose telephone number is (561) 602-1776 or designee.

5. Transfer of Title: County will transfer title, relinquish possession and deliver the van to the Coalition at the County Fleet Management facility located at 2601 Vista Parkway, West Palm Beach, Florida, or such other location in Palm Beach County, Florida, on such date and time specified by County's Representative. The Coalition shall be solely responsible for and shall bear all costs arising out of and related to the transfer of title and delivery of the van to the Coalition.

6. Acceptance of van "As Is" and Disclaimer of Warranty: It is understood between the parties that the County is conveying the van to the Coalition "as is" and that no representations are made as to the maintenance, safety, operability or condition of the van or any equipment

associated therewith. No warranties are made of any kind or nature and none shall be deemed to be in effect, including but not limited to any warranty with respect to the design, condition, safety or operability of the van, its quality or capacity, its conformity to or compliance with any requirement of law (whether state, federal or local), any rule, specification or contract pertaining thereto. No warranties are made regarding patent infringement, any latent defect or the van's fitness for any or a particular purpose. The Coalition's execution of this Agreement shall act as its acknowledgment and agreement that it has inspected and accepted the van in its "as is" condition, that no representations or warranties have been made, and that it has not relied upon any statement or representation made by County or its respective officers, employees, servants or agents regarding the van or any equipment that may or not may be located thereon.

County is not the manufacturer of the van or any equipment associated therewith. County is not the agent of the manufacturer, and no warranty against patent or latent defects in material, workmanship, or capacity is given. The County does not warrant the van or any equipment associated therewith as being fit for a particular purpose, or as having been maintained or adjusted to a certain condition, level or degree of safety, or as required by law. No oral or written statement, representation, information or advice from County or any of its respective officers or employees whether given before or after delivery of the van shall create a warranty, including any warranty as to maintenance, safety, operability or reliability, and the Coalition expressly acknowledges that it is not entitled to rely on any such statement, representation, information or advice, is such was made or given.

NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE GIVEN. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. COUNTY SHALL NOT BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS, SAVINGS OR OTHER CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT, OR COALITION'S USE OR OPERATION

OF THE VAN. COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM FOR DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGE, BASED UPON A CLAIM IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY OR BREACH OF WARRANTY.

7. Discrimination Prohibited: The Coalition agrees, warrants and represents that it will not discriminate in any activity related to this Agreement and that its actions, as they relate to the use of the van, will be undertaken without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

8. Responsibility: The Coalition shall be responsible for all costs of operation and maintenance of the van.

9. Default: In the event the Coalition is in default of its obligations under this Agreement, prior to terminating the Agreement, the County will provide the Coalition with ten (10) days written notice to cure the default. In the event the Coalition fails to cure the default within the ten (10) day cure period or such additional period as County may allow, the County shall deem the Coalition to be in default of this Agreement and the Coalition shall reimburse the County as described in Section 3 above.

10. Compliance with Law: The Coalition agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, County does not waive the requirements of any Palm Beach County or local ordinance or any requirements pertaining to any permit or license normally required for the use of the van or to conduct the business or activities of the Coalition. The Coalition's failure to comply with any provision of this Agreement may be deemed an event of default by County.

11. Status: The Coalition is merely a recipient of a conveyance from the County, and the Coalition is not an agent, servant or employee of the County. Coalition acknowledges and agrees that the County's sole activity hereunder is the conveyance of the van and that County has no control over the actions and activities of the Coalition.

12. Hold Harmless and Indemnification: In the event a claim or lawsuit is brought against County or its respective officers, servants, agents or employees, the Coalition shall indemnify, save, hold harmless and defend the County, its respective officers, servants, agents, and/or employees from and against any and all suits, claims, liabilities, losses, interest, attorney fees, costs and expense, including those associated with all appeals, judgments, and/or causes of action, of any type or nature whatsoever, arising out of or related, in any manner whatsoever to the Coalition's acquisition, inspection, acceptance, possession, use, operation or maintenance of the van, any intentional or negligent act or omission of the Coalition, or any intentional or negligent act or omission of the County. The Coalition expressly agrees that the County does not have a duty to the Coalition, the public, any member of the public, any participant in any program of the Coalition's, or any other third party to notify or correct any defect or condition which may exist or affect, in any way whatsoever, the Coalition's use, maintenance or operation of the van. The foregoing indemnification shall survive the expiration or termination of this Agreement and shall remain in effect at all times during which the Coalition owns, possesses, uses or has an interest in the van.

13. Venue: This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida.