

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 6, 2008

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Donation Agreement with the Pahokee Housing Authority, Inc. (Housing Authority) and the Sheriff of Palm Beach County (Sheriff) for two (2) portable Magnum Light Towers, MLT 4060 for the Sheriff's Midnight Hoops Program.

Summary: The Sheriff is seeking to implement a Midnight Hoops Program at Fremd Village, a public housing development that is owned and operated by the Housing Authority. In order to implement the program, lighting for the basketball courts in Fremd Village is needed. The County has procured portable light towers to provide the necessary lighting and the Sheriff has reimbursed the County for the cost of the procurement with grant funds. The purpose of the Donation Agreement is to convey the light towers to the Housing Authority with certain restrictions. Pursuant to terms of the Agreement, the Housing Authority may only use the light towers for the Midnight Hoops Program and community programs conducted by the Housing Authority. If the Housing Authority ceases using the light towers for their intended purpose, the light towers will be returned. In addition, the County and Sheriff have reserved the right to use the light towers if necessary. There will be no on-going costs to the County or Sheriff for the light towers as the Housing Authority shall be solely responsible for funding the costs of maintaining the light towers. The Sheriff will be responsible for administrating this Agreement on behalf of the County. The term of this agreement is five (5) years. Upon expiration of this agreement, title to and possession of the light towers shall remain with the Housing Authority. (FD&O Admin) District 6 (JM)

Background and Justification: The Sheriff's Community Policing Unit of District Five, in collaboration with the Housing Authority, is seeking to implement a Midnight Hoops Program at Fremd Village, a public housing development that is owned and operated by the Housing Authority, Inc. In order to implement the Midnight Hoops Program, lighting for the basketball courts in Fremd Village is needed.

Attachments:
Donation Agreement

Recommended by: _____


Department Director

4/15/08
Date

Approved by: _____


County Administrator

4/23/08
Date

DONATION AGREEMENT

This Donation Agreement is made and entered into _____, by PALM BEACH COUNTY, hereinafter referred to as the "County", THE PAHOKEE HOUSING AUTHORITY, hereinafter referred to as the "Housing Authority", and RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, hereinafter referred to as the "Sheriff".

1. **PURPOSE AND INTENT:** The Sheriff's Community Policing Unit of District Five, in collaboration with the Housing Authority is seeking to implement a Midnight Hoops Program at Fremd Village, a public housing development that is owned and operated by the Pahokee Housing Authority, Inc. In order to implement the Midnight Hoops Program, lighting for the basketball courts in Fremd Village is needed. The County, acting solely as the procurement agent for the Sheriff, has procured portable light towers to provide the necessary lighting and the Sheriff has agreed to fund the cost of such procurement. The Sheriff will be responsible for administrating this Agreement. The County will conduct one (1) on-site training orientation on the use of the equipment. The contacts for all parties concerning matters related to this Agreement are those identified in Section 11.

2. **DONATION:** In order to assist in the implementation of the Midnight Hoops Program, the County conveys, upon approval of this Agreement, to the Housing Authority two (2) portable Magnum Light Towers, MLT 4060 (the "Light Towers"), serial numbers # 081420 and #081421. The specifications for the Light Towers are attached as Exhibit A to this Agreement and incorporated herein. The Housing Authority accepts title to and possession of, upon approval of this Agreement, the Light Towers on the conditions hereinafter set forth.

3. **USE RESTRICTIONS:** The Housing Authority shall use the Light Towers in connection with the PBSO Midnight Hoops Program and community programs conducted by the Housing Authority. The Housing Authority shall obtain any permit required for the use of the Light Towers or PBSO Midnight Hoops Program. The Sheriff shall use the Light Towers for the PBSO Midnight Hoops Program, other Project Safe Neighborhood Programs and related community programs. The Housing Authority or the Sheriff may transport the Light Towers to the basketball courts in Fremd Village, or other appropriate location, each time the Light Towers are used. The Housing Authority shall store, at their own cost, the Light Towers in a secure location whenever the Light Towers are not in use. The Housing Authority shall not use, permit or suffer the use of the Light Towers for any other business or purpose whatsoever. If the Housing Authority ceases using the Light Towers for their intended purpose of benefiting the PBSO Midnight Hoops Program, the Housing Authority shall convey title to and possession of the Light Towers to the Sheriff unless the PBSO Midnight Hoops Program has been terminated by the Sheriff and the Housing Authority agrees to continue the Midnight Hoops Program without the Sheriff's involvement. If the PBSO Midnight Hoops Program is terminated by the Sheriff and the Housing Authority does not commit to continuing the Midnight Hoops Program without the Sheriff's involvement, the Housing Authority shall convey title to and possession of the Light Towers to the Sheriff within 15 calendar days of the termination of the Midnight Hoops Program.

4. RESERVATION OF USE: The County and the Sheriff reserve the right to use the Light Towers when the County and/or the Sheriff deem, in their sole discretion, that such use is necessary. Any request for use of the Light Towers by the County or Sheriff will be made through or by the Captain or Administrative Lieutenant of the Sheriff's District Five ("Admin Lt").

5. MAINTENANCE: The Housing Authority shall be solely responsible for funding the costs of maintaining the Light Towers including, but not limited to, the costs of storage, insurance and fuel for the Light Towers. The Light Towers include a warranty for repairs which is attached as Exhibit B to this Agreement and incorporated herein. The Housing Authority shall read and understand the requirements of the warranty and shall not take any actions which would invalidate the warranty including alteration or modification of the Light Towers. The Housing Authority shall carry genuine replacement parts and provide warranty service to the Light Towers as well as service, maintain and repair the Light Towers in conformance with the manufacturer's recommended service and maintenance schedules in order to satisfy the requirements of the warranty.

6. RISK OF LOSS: The Housing Authority assumes all risk of loss with respect to the Light Towers upon conveyance from the County. If the Light Towers are stolen or missing during the term of this Agreement, the Housing Authority shall pay the Sheriff the depreciated value of the Light Towers as of the date that the Sheriff requests payment. In the event of theft, the Housing Authority shall notify the Admin Lt within 24 hours of discovery of the theft. The Admin Lt or his designees will visually inspect the Light Towers no fewer than four (4) times annually to confirm that the Light Towers are in the possession of the Housing Authority and in good repair.

7. TERM: The term of this Agreement shall be five (5) years (the "Term"), from the date of execution listed above (the "Commencement Date"), unless sooner terminated pursuant to the provisions of this Agreement. Upon expiration of the Term of this Agreement, title to and possession of the Light Towers shall remain with the Housing Authority.

8. DEFAULT: If the Housing Authority fails, neglects or refuses to perform any term or condition of this Agreement, Sheriff shall have the right to (1) terminate this Agreement by written notice to the Housing Authority, or (2) grant the Housing Authority a reasonable period of time within which to cure such default. In the event Sheriff elects option number two (2) set forth hereinabove and the Housing Authority fails or is unable to cure such default within the applicable time period, Sheriff shall have the right to terminate this Agreement. In the event the Sheriff elects to terminate this Agreement, the Housing Authority shall convey title to and possession of the Light Towers to the Sheriff or pay the Sheriff the depreciated value of the Light Towers as of the date of termination, at the Sheriff's option.

9. DISPOSITION OF LIGHT TOWERS: During the Term of this Agreement, the Housing Authority shall not assign, convey, sell, donate or otherwise dispose of the Light Towers without the prior written consent of the Sheriff, which may be granted or withheld at Sheriff's sole and absolute discretion. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

10. AMENDMENT: This Agreement may be modified and amended only by written instrument executed by the parties hereto.

11. NOTICES: All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

As to the County:

Palm Beach County Facilities Development & Operations
Attention: Business and Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5603
Phone 561-233-0232

As to the Sheriff:

Palm Beach County Sheriff's Office
Attn: Department of Legal Affairs
3228 Gun Club Road
West Palm Beach, FL 33406

With copy to:

Palm Beach County Sheriff's Office District Five
Attn: Administrative Lieutenant
38848 SR 80
Belle Glade, FL 33430
Phone: 561-996-1670

As to the Housing Authority:

Pahokee Housing Authority
Attn: Director
465 Lake Friends Terrace
Pahokee, FL 33476
Phone: 561-924-5565

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Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

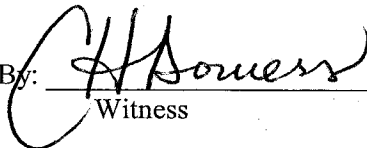
12. **GOVERNING LAW & VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

13. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties.


14. **ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements relating to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

ATTEST :

By: 
Witness

PAHOKEE HOUSING AUTHORITY

By: 
Director

ATTEST:

By: _____
Deputy Clerk

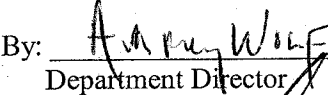
PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Addie L. Greene, Chairperson

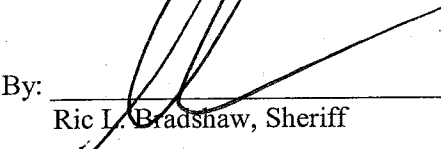
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: 
Department Director

THE SHERIFF OF PALM BEACH COUNTY

By: 
Ric L. Bradshaw, Sheriff

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EXHIBIT A
SPECIFICATIONS

Light Tower Donation Agreement

3/5/2008



Magnum MLT 4060 Light Tower Highly Mobile Lighting

The Magnum MLT 4060 Light Tower is built and designed for the most extreme environments, from deserts to the frozen tundra. The Light Tower offers complete flexibility with 360 degree rotation. The four 1,000 watt metal halide lights will fully illuminate up to seven acres.

Our unparalleled customer service/technical support teams and heavy-duty equipment is what gives our customers the ultimate "return on investment."

Features

Tough

- Full tubular steel frame trailer
- 30 foot all-steel mast
- 4 - 1,000 watt metal halide lights
- 4 point outrigger stance withstands 65+ MPH winds

Reliable

- 4-stroke diesel engine
- Marathon generator
- Low oil/high temperature automatic shutdowns
- Protective start limit breaker
- Individual light breaker switches
- Individual ballast boxes
- 2 year - 2,000 hour warranty

Easy to Use

- 360 degree mast rotation
- 120 V and 240 V convenience outlets
- Hour meter engine
- Lockable cabinet
- DOT running light package
- Fork guides on the mast and under the trailer
- Easy access for service

Specifications

Engine

Mitsubishi L3E-W26ML4-stroke, diesel, liquid-cooled

Horsepower at 1800 RPM

12.2 standby/ 10.4 prime

Fuel Consumption (GPH)

0.5

Outlets

1- 120VAC 20 amp GFCI duplex & 1-240VAC 30amp twistlock

Generator

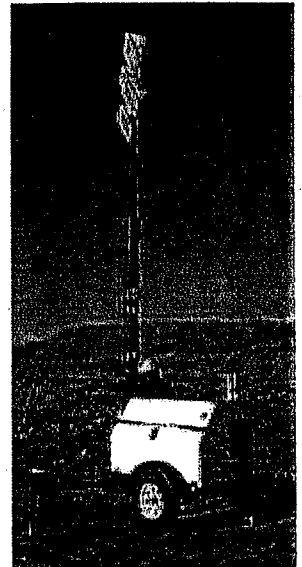
4-pole, 6kW brushless, self-regulated

Mast & Cord

30' maximum extension, coiled

Lights

4 - 1,000 watt metal halide hard wired



More Information Manual

- [Parts & Operation](#)

Tech. Specs.

- [Specifications](#)

Literature / Sales

- [Light Tower Lit.](#)
- [Service Kit Lit.](#)
- [Sales Support](#)

Ballast Type	Coil & core
Lumens	440000
Coverage	5 - 7 acres
Trailer Frame	tubular steel
Trailer Hitch	2" ball
Trailer Axle (lbs)	2200
Fuel Tank (gal)	30
Run Capacity (hrs)	60
Trailer Width (in)	62
Outrigger Width (in)	140
Unit Height (in)	68
Unit Length w/ Lights (in)	170
Unit Length w/o Lights (in)	150
Trailer Length (in)	115
Unit Weight (lbs)	1840

Options

Engine Options	Kubota engine, Lower radiator hose heater, Spark arrest on muffler, Quiet pack enclosure, 56 gallon fuel tank, Tethered fuel cap
Electrical Options	Gel cell battery, Battery charger (2 amp trickle), Battery disconnect (lockable), Interior cabinet light
Floodlight Options	Metal Halide lights -quick disconnect, High pressure sodium lights -hard wired, High pressure sodium lights-quick disconnect
Mast Options	Galvanized/black dual electric or manual winches, Drape cord mast wiring, Mast light storage group
Trailer Options	Liquid containment system, Combo 2" ball / 2.5" ring hitch, 2.5" or 3" ring hitch, 2 5/16" ball hitch, 6 or 7 pole plug for trailer lights, Jack tube and sleeve , Level indicator, Spare tire and carrier, Air freight /sea container racking

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EXHIBIT B
WARRANTY

Light Tower Donation Agreement

3/5/2008

Magnum Products Warranty Coverage Overview (Exhibit A)

Entire Product: **1 year/ unlimited hours**
 2 years/ 2000 hours

MMG & MTP Product Line

* Exceptions: glow plugs, filters, fuses, bearings, brakes, fluids, tires, belts, bulbs

**** Engine OEM Warranty ****

John Deere: 1 year: unlimited hours
 2 year: 2000 hours
Isuzu: 1 year: unlimited hours
 2 year: electrical
 5 year: 5000 hours: cylinder block, head, crankshaft, gears, connecting rods
 flywheel, oil pan, intake / exhaust manifold

Perkins:

*** Warranty provided by engine manufacturer ***

MLT & MLG Product Line

* Exceptions: glow plugs, filters, fuses, bearings, brakes, fluids, tires, belts, bulbs,
 generator capacitors

**** Engine OEM Warranty ****

Mitsubishi: 1 year: unlimited hours
 2 year: 3000 hours
 5 year: 5000 hours: crankcase, crankshaft, connecting rods, head, camshaft,
 flywheel, oil pan, intake/ exhaust manifold

Kubota: 2 yeas or 2000 hours
Isuzu: 1 year: unlimited hours
 2 year: electrical
 5 year: 5000 hours: cylinder block, head, crankshaft, camshaft, gears,
 connecting rods, Flywheel, oil pan, intake / exhaust
 manifold

Cat: 1 year: unlimited hours
 2 year: 2000 hours
 3 year: 3000 hours: cylinder block, head, crankshaft, camshaft,
 connecting rods

Lombardini: 2 year: 1500 hours

** Warranty provided by engine manufacturer ***

Consult Magnum Products LLC to determine eligibility of battery coverage.

LIMITED PRODUCT WARRANTY

Subject to the terms and conditions below, Magnum Products, LLC ("Magnum") warrants that products manufactured by it (other than components subject to an OEM Warranty) (collectively, the "Products"), when used as intended and designed, shall be free from defects in material and/or workmanship for the applicable Warranty Period. Warranty coverage under the Warranty begins on the date of first operation of a Product, or six (6) months after the Product ship date from Magnum and shall continue for the time period(s) set forth in Exhibit A (the "Warranty Period").

Warranty claims must be submitted promptly to Magnum in writing, and actually received within the applicable Warranty Period, describing in detail: (i) the applicable Warranty, (ii) the claimed Product deficiency, defect or failure, (iii) Product information required by Magnum, and (iv) sales or purchaser order for any replacement parts (sent to Magnum's Parts Sales Department). Magnum will reimburse necessary labor to repair the Products for a reasonable allotment of time to diagnose and replace defective Products as set forth in Exhibit A.

Purchaser's exclusive remedies under this Warranty shall be, at Magnum's sole discretion: (i) repair; or (ii) replacement; or (iii) payment of or credit for the original purchase price of the Products. These remedies are expressly limited to the repair or replacement of the defective Products (or part(s) thereof), and do not include the replacement of the entire Product. **The Warranty does not cover any incidental costs, including without limitation: shipping or associated transportation charges, travel to and from repair sites, damages related to the loss of use, lost rentals, re-rental expenses and damages to property or other equipment.**

It is the responsibility of the purchaser to carry genuine replacement parts and provide Warranty service for the Products. Magnum will not ship replacement parts to purchasers, or end users, free of charge. Magnum will ship the replacement parts and issue an invoice to purchaser for shipping costs.

The Warranty shall not apply to the extent Product defect has been caused by any of the following: (i) Product operator negligence or intentional misconduct (other than by Magnum), (ii) casualty or accident to the Products; (iii) use and operation of the Products not in conformance with Magnum's training and/or operation manuals, or operation exceeding Magnum's ratings for the Products, including misuse and abuse; (iv) maintenance, service and/or repair of the Products not in conformance with Magnum's recommended service and maintenance schedules; (v) improper installation (other than by Magnum) not in material conformance with Magnum's specifications; (vi) unauthorized modification of or alternations to the Products; (vii) improper load sizing (other than by Magnum); (viii) transportation damage; or (ix) Product exposure to the elements or other acts of God.

Engines and driven components used in all Magnum Products carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Magnum's Products' components, must be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Magnum shall have no liability under OEM warranties. Please contact your local Magnum sales representative for a list of these providers.

The express warranties provided herein are offered in lieu of all other warranties, and to the greatest extent permitted by applicable law, Magnum's repair and/or replacement of the Products, shall be purchaser's sole and exclusive remedies and Magnum shall have no additional obligations. **MAGNUM MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE TO PURCHASER OR ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED IN AND BY THIS WARRANTY. MAGNUM HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (OR OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES ARISING BY OPERATION OF LAW, COURSE OF DEALING OR CUSTOM OF TRADE). MAGNUM SHALL NOT BECOME LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (WHETHER BY VIRTUE OF A PURCHASE AGREEMENT, THIS WARRANTY, ANCILLARY AGREEMENTS ENTERED INTO IN CONJUNCTION WITH THE FOREGOING OR ANY OTHER DOCUMENTS) FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECULATIVE DAMAGES, INCLUDING WITHOUT LIMITATION PURCHASER'S OR ANY THIRD PARTIES' LOST PROFITS WHICH MAY RESULT FROM, BE CAUSED BY OR ARISE OUT OF: (I) BREACH OF ANY WARRANTY, REPRESENTATION OR GUARANTEE MADE BY MAGNUM; (II) THE USE, OR COST OF USE, OF THE PRODUCTS; OR (III) MAGNUM'S PERFORMANCE OF ANY REMEDIAL WORK REQUIRED BY THIS WARRANTY.**

Some states in the U.S.A. do not allow limitations of how long an implied warranty extends, or the exclusion of incidental, indirect, special or consequential damages, so that the above limitation or exclusion may not apply to you. In some Canadian provinces legislation provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be waived, the limitations and exclusions set out above may not apply. This Warranty provides specific legal rights; other rights may be available, but may vary from state to state or from province to province.