

Submitted For: County Library/Administration

Approved By: (Jon Van Arnam) 1-21-16
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>0</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><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget?			Yes_	No <u>X</u>	
Budget Account No.:	Fund_	Dept_	Unit_	Object_	Object_

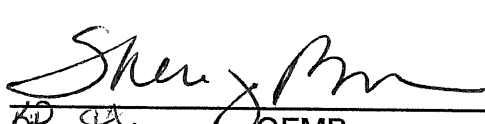
B. Recommended Sources of Funds/Summary of Fiscal Impact:

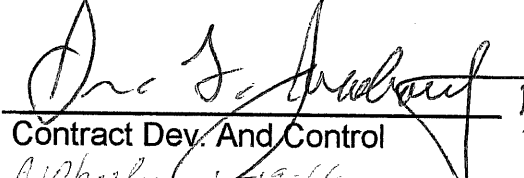
Impact: ~~There is an additional benefit~~ as a result of this donation as the new book mobile will replace the existing and funds for operation of have been included in the current year approved funding (as well as future year estimates).

C. Departmental Fiscal Review:

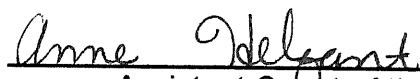

(Director, Library Finance and Facilities)

III. REVIEW COMMENTS:**A. OFMB Fiscal and/or Contract Dev. And Control Comments:**


1/15/16 OFMB


Contract Dev. And Control
1/19/16

B. Legal Sufficiency:


1/19/16
Assistant County Attorney

C. Other Department Review:

Department Director

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

PL-1000-001
01/19/16

AGREEMENT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF A BOOKMOBILE
TO PALM BEACH COUNTY AND
FRIENDS OF THE PALM BEACH COUNTY LIBRARY

This Agreement is made and entered this fourth day of January, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the Friends of the Palm Beach County Library System, a non-profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Friends", both referred to collectively as the "parties".

WITNESSETH:

WHEREAS, the Friends is a non-profit, 501(c)(3) organization whose mission is the promotion of enhanced library services in Palm Beach County; and

WHEREAS, the Friends support the County's Library System by sponsoring programs, providing financial assistance for special events, advocating for library needs, and developing and expanding library services and facilities; and

WHEREAS, the Friends purchased a new bookmobile for the County because the County's current bookmobile is nearing the end of its useable life; and

WHEREAS, the Friends desires to donate the bookmobile to the County to support the mission of providing library services to residents who live more than three miles away from a branch library location; and

WHEREAS, the County desires and agrees to accept the bookmobile from the Friends for the enhancement of the County's library services; and

WHEREAS, entering into this agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties 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 donation of the bookmobile from the Friends to the County. The bookmobile to be donated to County consists of an OBS Inc. Specialty Vehicle Concept Bookmobile, with the following Vehicle Identification Number 1BABJCPHXGF323282, as more specifically described in the OBS, Inc. ("OBS") proposal, attached hereto as Exhibit "A" and incorporated herein by reference and in the OBS RFP, attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter the "Bookmobile").
3. Representatives: County's representative following the execution of this Agreement is the Director of the Library Department, whose telephone number is 561- 233-2600 or his designee.

Friends representative following the execution of this Agreement will be Kenneth Ida, whose telephone number is 561.801.3362.

4. **Transfer of Title and Warranty:** Friends, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, the receipt of which is hereby acknowledged, hereby agrees to transfer title, relinquish possession and deliver the Bookmobile to the County at the Library Annex located at 4289 Cherry Road, West Palm Beach, FL 33409 on such date and time as mutually agreed upon by the County and Friends. Risk of loss to the Bookmobile remains with the Friends after the bookmobile is accepted by the Friends from OBS, and prior to delivery and acceptance by the County. Upon delivery and acceptance of the Bookmobile by the County, and following execution of the Bill of Sale attached hereto as Exhibit "C" by the Friends and delivery of same to the County, the County shall thereafter assume, and be solely responsible for and shall bear all costs arising out of and related to the conveyance, transfer of title, delivery and acceptance of the Bookmobile.
5. **No Agency Relationship:** Friends intends to transfer title of the Bookmobile to the County upon the Bookmobile's delivery by OBS to the Friends for the nominal sum of Ten Dollars (\$10.00). The Friends is not an agent, servant or employee of the County. Nothing contained herein shall create an agency relationship between the Friends and County.
6. **Term:** This Agreement shall commence on the date executed by both parties and shall terminate twenty-four (24) months after delivery of the bookmobile to the County.
7. **Termination:** This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party, prior to the delivery of the bookmobile.
8. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Friends.
9. **Conflict of Interest:** The Friends represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Friends further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Friends shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstances which may influence or appear to influence the Friend's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Friends may undertake

and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Friends. The County agrees to notify the Friends of its opinion by certified mail within thirty (30) days of receipt of notification by the Friends. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Friends, the County shall so state in the notification and the Friends shall, at its option, enter into said association, interest or circumstances and it shall be deemed not in conflict of interest with respect to services provided to the County by the Friends under the terms of this Agreement.

10. Arrears: The Friends shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Friends further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
11. Access and Audits: The Friends shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Friends place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor and inspect the activities of the Friends, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and punished pursuant to Section 125.29, Florida Statutes, in the same manner as a second degree misdemeanor.

Nondiscrimination: The Friends warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Friends has provided County with a copy of their non-discrimination policy which is consistent with the policy of Palm Beach County contained in R-2014-1421, as amended, stated above, or in the event Friends does not have a written non-discrimination policy, or such policy is not consistent with Palm Beach County's policy, as contained in R-2014-1421, as amended, then Friends has affirmed in a written statement provided to County that it will conform to County's non-discrimination policy as contained in R-2014-1421, as amended.

12. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other

term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Friends certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
14. Notice: All notices required in this Agreement shall be sent certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Director of the Library Department
3650 Summit Blvd.
West Palm Beach, FL 33406

With a copy to:

Palm Beach County Attorney's Office
Library Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the Friends, notices shall be addressed to:

15. Entirety of Contractual Agreement: The County and Friends agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

(Remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Friends has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

Approved as to Terms and Conditions

By: 
Department Director


Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

Witness:


Signature

Friends of the Pam Beach County Library System


Signature

KENNETH IDA
Name (type or print)

Kenneth Ida
Typed Name


Signature

President
Title

Lori Valuntas
Name (type or print)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Friends of the Palm Beach County Library System, a non-profit corporation, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is _____, party of the first part, for and in consideration of the sum of TEN AND NO/100'S (\$10.00) DOLLARS, in lawful money (and other good and valuable considerations) to it paid by **Palm Beach County**, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401, party of the second part, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, its successors and assigns, all those certain goods described as follows:

1. **OBS Inc. Specialty Vehicle Concept Bookmobile, VIN 1BABJCPHXGF323282**

TO HAVE AND TO HOLD the same unto the party of the second part, forever.

And the party of the first part, hereby covenants and warrants to and with the party of the second part, that party of the first part is the lawful owner of the said goods; that said goods are free from all liens and encumbrances; that party of the first part has good right to sell the same as aforesaid; and that party of the first part will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has set its hand and seal this _____ day of _____.

Signed, sealed and delivered
in the presence of:

WITNESSES:

AGENCY:

Witness Signature

Print Witness Name

By: _____

Witness Signature

Print Witness Name

(SEAL)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, on behalf of _____. He/She is personally known to me or has produced _____ as identification and did not take an oath.

Notary Public, State of Florida
Print Name: _____

My commission expires: _____