

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	0	0	0	0	0
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>* 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes ____ No ____

Budget Account Exp No: Fund ____ Department ____ Unit ____ Object ____
 Rev No: Fund ____ Department ____ Unit ____ RevSc ____

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

Fund: * No fiscal impact at this time.
 Unit:
 Grant:

Departmental Fiscal Review: Stephanie Deproke

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 3/21

[Signature] 3/25/16
 Contract Administration
 3/24/16 TW

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

RESOLUTION NO. 2016-_____

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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A STANDARD DONATION AGREEMENT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (BCC), recognizes that on occasion individuals and businesses wish to make donations that benefit individuals who adopt animals from the Palm Beach County Division of Animal Care and Control (the Division) and/or the animals that are adopted; and

WHEREAS, in order to facilitate such donations the Board wishes to establish a standard donation agreement; and

WHEREAS, the delegation to the County Administrator or her designee of the authority to execute standard donation agreements will eliminate the delays caused by requiring such items be brought before the BCC for approval and will therefore be consistent with the goal of the BCC to streamline the agenda process; and

WHEREAS, execution of standard donation agreements does not constitute a policy-making decision and is ministerial function which the BCC wishes to delegate.

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

Section 1: The foregoing recitals are hereby adopted and ratified

Section 2: The Board of County Commissioners adopts a standard donation agreement in the form attached hereto and incorporated herein as Attachment "A-1".

Section 3: The BCC hereby authorizes the County Administrator or her designee to execute standard donation agreements on behalf of the BCC. The County Administrator's designee for purposes of this Resolution shall be the Director of Public Safety.

Section 4: The County Administrator or her designee is authorized to make non-material changes to the standard donation agreement. The term "non-material changes" means changes that do not modify the substantive obligations in the standard donation agreement.

Section 5: If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Resolution.

Attachment # 1
Page 1 of 6

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

4 Commissioner Mary Lou Berger, Mayor _____
5 Commissioner Hal R. Valeche, Vice Mayor _____
6 Commissioner Paulette Burdick _____
7 Commissioner Shelley Vana _____
8 Commissioner Steven L. Abrams _____
9 Commissioner Melissa McKinlay _____
10 Commissioner Priscilla A. Taylor _____

11 The Mayor thereupon declared the Resolution duly passed and adopted this _____
12 day of _____, 2016.

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14 APPROVED AS TO FORM AND
15 LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

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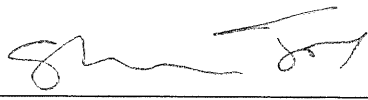
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By 
Assistant County Attorney

Sharon R. Bock, Clerk & Comptroller

By _____
Deputy Clerk

**DONATION AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND**

This Agreement is made on this _____ day of _____, 20____, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and _____, an individual or corporation authorized to do business in the State of Florida, ("Donor"), both being referred to collectively as the "parties."

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

Section 1. Term.

The term of this Agreement shall commence upon execution by both parties and shall terminate as provided herein.

Section 2. Donor's Responsibilities/Certifications.

A. Donor will provide _____ ("donated item") to County, which may be provided to each individual who adopts an animal from the Palm Beach County Division of Animal Care and Control (the "Division").

- B. Donor certifies that Donor:
1. Is not and during the term of this Agreement shall not be a vendor, lobbyist, or principal or employer of a lobbyist that lobbies County as set forth in Ord. No. 2011-011, as amended; and
 2. Does not and during the term of this Agreement shall not have a permit/approval application pending with any Department/Division of County; and
 3. Does not have any pending enforcement action involving any Department/Division of County.

Section 3. County's Responsibilities.

County may provide the donated item to each individual who adopts an animal from the Division.

Section 4. Donation Standards and Requirements.

- A. Any logo/advertisement contained within the donated item supplied by the Donor shall be limited to speech that proposes a commercial transaction.
- B. Donated items that include the following are prohibited: false, misleading, or deceptive statements or material; promotion of illegal activity; material that is explicitly sexual or obscene; promotion of tobacco products; language that is obscene, vulgar or profane; depictions of violence; promotion of candidates, campaigns or organizations of a political nature; or promotion of activities or products that are reasonably determined by County to be detrimental to the public health or safety.

C. Donated items that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder County's business practices are prohibited.

D. County has sole discretion to approve or deny the use/display of any logo/advertisement/material relating to the donated item. Entry into this Donation Agreement shall not be construed as promotion or endorsement of Donor's business, products, or services and Donor shall make no such representations to members of the public.

E. Donor shall refrain from any use or display of County's logo and understands that the unauthorized use of County's logo in any manner or format, including black and white or other color scheme, shall be a violation of Ordinance 96-5 and punishable as provided by law.

Section 5. Termination.

This Agreement may be terminated by Donor or County, with or without cause, immediately upon written notice to the other party. Upon termination, County shall return to Donor any unused donated items supplied by Donor, unless otherwise agreed to by the parties in writing.

Section 6. Independent Contractor Relationship.

Donor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Donor does not have the power or authority to bind County in any promise, agreement or representation.

Section 7: Indemnification.

Donor shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Donor's performance of the terms of this Agreement or due to the acts or omissions of Donor. This provision shall survive termination or expiration of this Agreement.

Section 8: Remedies.

This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. Donor's sole remedy for County's breach of this Agreement shall be return of all or part of the donated items in the possession of County upon the date of termination.

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 County and/or Donor.

Section 9: Notices.

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

County Representative:

Director, Palm Beach County
Division of Animal Care and Control
7100 Belvedere Road
West Palm Beach, FL 33411
Facsimile: 561-233-1234

Donor Representative:

Facsimile:

Section 10: Severability.

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement 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.

Section 11: Inspector General.

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 Donor, 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 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 12: Nondiscrimination.

Donor shall not discriminate against any individual because of that individual's race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information with respect to any activity occurring pursuant to this Agreement.

Donor has submitted to the County a copy of its non-discrimination policy which is consistent with the above policy, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Donor does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to the County that Donor's non-discrimination policy conforms to R-2014-1421, as amended.

Section 13: Entirety of Contractual Agreement.

County and Donor 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 the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, The County has made and executed this Agreement on behalf of the County and Donor has hereunto set its hand the day and year above written.

PALM BEACH COUNTY:

DONOR:

County Administrator or Designee

Signature

APPROVED AS TO TERMS
AND CONDITIONS:

Name (type or print)

Title (If applicable)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Assistant County Attorney