

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 6, 2017 Consent Regular
 Ordinance Public Hearing

Department
Submitted By: Youth Services Department
Submitted For: Outreach and Community Programming Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution of the Board of County Commissioners of Palm Beach County, Florida, conveying certain data processing equipment to the City of Belle Glade, pursuant to Section 125.38, Florida Statutes; providing for an effective date.

Summary: The City of Belle Glade (City) provides a Youth Empowerment Center (YEC) as part of the Countywide Youth Violence Prevention Project in partnership with Palm Beach County (R2016-1206). The program provides a safe and secure environment for youth to participate in organized educational and recreational programming. On January 3, 2017, the City requested the County's consideration of the donation of up to 12 desktop computers to include the monitor, keyboard and mouse with each unit. The YEC program computers were on loan from another agency and had recently been removed without notice creating difficulty for participants who rely on the computer equipment to complete homework assignments, vocational and technical training. In accordance with Countywide Policy (CW-O-067), the County Administrator approved the donation of five desktop computers, along with the related accessories, each having an estimated fair market value of \$200, and were accepted by the City on February 27, 2017. These computers are not currently used by Palm Beach County Youth Services and would otherwise be sent to surplus. Approval of this item will authorize the donation of the remaining seven desktop computers requested by the City to the YEC program. District 6 (HH)

Background and Justification: Palm Beach County Youth Services Department recently replaced these 12 desktop computers as they are no longer under warranty and are on Information Systems Services' list for replacement. Fixed Assets has estimated the fair market value to be \$200 for each desktop unit, including the monitor, keyboard and mouse.

Attachments:

1. Resolution conveying equipment to the City
2. Letter from City requesting transfer of equipment
3. Fixed Assets Transfer Request form
4. Acceptance of Data Processing Equipment form

Recommended by: _____ 5/9/17
 Department Director Date

Approved by: _____ 5-22-17
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)	\$1,400				
NET FISCAL IMPACT	\$1,400				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No X

Budget Account **Exp No:** _____
 Fund _____ **Dept** _____ **Unit** _____ **Obj** _____
 Rev No: _____
 Fund _____ **Dept** _____ **Unit** _____ **Obj** _____

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

The equipment being conveyed to the City in this item is not currently being used by Palm Beach County Youth Services Department and have an estimated fair market value of \$200 each.

*Approved 5/8/17
FAME*

Departmental Fiscal Review: *Monique Davis*

III. REVIEW COMMENTS

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

J.P. Kelly 5/16/17
 OFMB 5/10 2/5
 3/11

John J. Janbary 5/18/17
 Contract Development & Control
 5/18/17

B. Legal Sufficiency:

Debra Cotter 5-18-17
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

RESOLUTION NO.2017-_____

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, CONVEYING CERTAIN DATA
PROCESSING EQUIPMENT TO THE CITY OF BELLE GLADE
PURSUANT TO SECTION 125.38, FLORIDA STATUTES; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Belle Glade (hereinafter "City"), provides professional services in the area of Youth Violence Prevention through its Youth Empowerment Center (hereinafter "YEC") as part of the Countywide efforts of the Youth Violence Prevention Project in partnership with the County; and

WHEREAS, the City desires and requests that the County convey to it certain data processing equipment owned by County (no County Asset No.) (hereinafter the "Equipment") for the purpose of replacing seven desktop computers, which were on loan to the City from another agency and recently removed; and

WHEREAS, the Board of County Commissioners of Palm Beach County (hereinafter the "Board") is satisfied that the Equipment is required for said use and is not needed for County purposes; and

WHEREAS, the Board is further satisfied that the Equipment has de minimus or no useful value to the County; and that the City's intended use of the Equipment will provide YEC participants with the resources necessary for academic success, as well as educational and vocational trainings.

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

- Section 1.** The foregoing recitals are true and correct and incorporated herein by reference.
- Section 2.** The Board hereby conveys the Equipment to the City, upon the receipt of \$10.00 consideration from the City and the attached Acceptance of Data Processing Equipment form duly executed by the City.
- Section 3.** The provisions of this Resolution shall be effective immediately upon adoption hereof.

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 Paulette Burdick, Mayor	-
COMMISSIONER Melissa McKinlay, Vice Mayor	-
COMMISSIONER Hal R. Valeche	-
COMMISSIONER Dave Kerner	-
COMMISSIONER Steven L. Abrams	-
COMMISSIONER Mary Lou Berger	-
COMMISSIONER Mack Bernard	-

The Mayor thereupon declared the resolution duly passed and adopted this _____ day of _____, 2017.

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER,
PALM BEACH COUNTY

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

ACCEPTANCE OF DATA PROCESSING EQUIPMENT

Section 1. Acceptance of Data Processing Equipment: The Youth Empowerment Center located within the City of Belle Glade (hereinafter “YEC”) acknowledges that Palm Beach County (hereinafter “County”) has transferred and conveyed to YEC, ownership and possession of the data processing equipment (hereinafter “equipment”) identified herein.

Section 2. Description of Equipment:

County Asset/ ZTag Number	Description	Serial Number	Accessories (if applicable)
n/a	Desktop, Dell Optiplex 9010	5S698V1	Including keyboard, mouse & power cables.
n/a	Monitor, Dell Rev A01, Model # 1800FP	MX-07R477-48323-38R-G00C	
n/a	Desktop, Dell Optiplex 9010	32368V1	Including keyboard, mouse & power cables.
Z216873	Monitor, Dell Rev A00, Model # 1907FP	CN-ODC323-71618-66R-BDW9	
n/a	Desktop, Dell Optiplex 9010	32108V1	Including keyboard, mouse & power cables.
Z217345	Monitor, Dell DP/N OT9MJ3	CN-OT9MJ3-74445-26M-AOHL	
n/a	Desktop, Dell Optiplex 9010	323Y7V1	Including keyboard, mouse & power cables.
Z217347	Monitor, Dell DP/N OT9MJ3	CN-OT9MJ3-74445-26M-905L	
n/a	Desktop, Dell Optiplex 9010	32CZ7V1	Including keyboard, mouse & power cables.
Z217352	Monitor, Dell DP/N OT9MJ3	CN-OT9MJ3-74445-26M-959L	
n/a	Desktop, Dell Optiplex 9010	31S48V1	Including keyboard, mouse & power cables.
Z217357	Monitor, Dell DP/N ODC323	CN-ODC323-71618-66R-BSND	
n/a	Desktop, Dell Optiplex 9010	32268V1	Including keyboard, mouse & power cables.
Z217367	Monitor, Dell DP/N ODC323	CN-ODC323-71618-66R-BSVL	

YEC agrees that the equipment transferred to it hereunder shall be used by YEC for the purpose of replacing its Youth Empowerment Center’s equipment, located in the City of Belle Glade (hereinafter “City”), and that such use will substantially benefit the public interest and the youth participating in its programming. The City shall not sell or otherwise dispose of the equipment transferred to it hereunder without the prior written consent of the Director of the Palm Beach County Youth Services Department. Within thirty days of such sale or disposal, City shall remit to County any revenues generated from said sale or disposal.

Section 3. Disclaimer of Warranties and Liability: The City, through its YEC, acknowledges that it has fully inspected the equipment identified above and that it has accepted said equipment “as is”. City understands and agrees that County is not the manufacturer or merchant of the equipment transferred hereunder, nor the agent of said manufacturer or merchant, and that no warranties, whether express or implied, are given by the County.

THE EQUIPMENT TRANSFERRED HEREUNDER TO CITY BY COUNTY, AND ACCEPTED BY CITY, IS TRANSFERRED, CONVEYED AND ACCEPTED "AS IS". NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE GIVEN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

CITY acknowledges and agrees that it has fully inspected the equipment transferred hereunder and is accepting said equipment in complete reliance upon CITY's own inspection of said equipment and upon CITY's own knowledge and expertise in evaluating the condition of said equipment and its intended use of said equipment. CITY acknowledges and agrees that in accepting said equipment, CITY has not, and shall not, rely upon any statement, advice, information or representation made by County or any of its employees, officers or agents, including but not limited to any representation relating to merchantability, design, construction, capacity, attributes, suitability, fitness for a particular purpose, or performance of said equipment. No oral or written statement, advice, information or representation from County or any of its employees, officers or agents, whether given before or after delivery of the equipment, shall create a warranty, express or implied, and CITY acknowledges and agrees that it has not, and shall not, rely on any such statement, advice, information or representation.

CITY understands and agrees that County is not a seller engaged in the business of selling equipment such as that transferred hereunder. CITY understands and agrees that it shall be solely responsible for inspecting the equipment transferred hereunder for any defects, either latent or patent, and for refurbishing and repairing said equipment as necessary prior to its use and operation, and that County shall have no obligation or liability for such. CITY acknowledges that it has been specifically warned by County, and CITY specifically understands and acknowledges, that the equipment transferred hereunder may not be suitable or safe for CITY's intended use and operation until inspected, repaired and refurbished by CITY, and CITY agrees to do so prior to allowing the use and/or operation of said equipment. CITY shall be solely responsible for continuing maintenance of the transferred equipment, and County shall have no obligation or liability for such.

Section 4. Hold Harmless and Indemnification: To the extent allowed by law, CITY shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all actions, claims, or damages or causes of action of every kind or character, including attorney's fees and costs, arising out of, or in any way related to, the use, possession, operation, maintenance or ownership of the equipment transferred to CITY hereunder.

Section 5. Severability: If any term or provision of this acceptance form, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this acceptance form, or the application of such term 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 acceptance form shall be deemed valid

and enforceable to the extent permitted by law.

Section 6. Authority to Execute Form and Accept Equipment: The person executing this acceptance form below on behalf of CITY specifically represents and warrants that he or she has been authorized by CITY to execute this acceptance form on behalf of CITY and to receive and accept the equipment transferred hereunder on behalf of CITY.

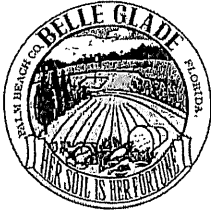
WITNESS:

CITY: City of Belle Glade

By: _____
(Signature)

By: _____
Lomax Harrell, City Manager (Date)

Print Name



City of Belle Glade

Office of the City Manager

January 3, 2017

Tel: 561-992-1601
Fax: 561-992-2221

City Hall Complex
110 Dr. Martin Luther King Jr.
Boulevard West
Belle Glade, FL
33430-3900

www.bellegladegov.com

Commissioners

Steve B. Wilson
Mayor

Mary Ross Wilkerson
Vice Mayor

Michael C. Martin
Treasurer

Johnny Burroughs, Jr.

Larry Underwood

Lomax Harrelle
City Manager

Palm Beach County Administration
Verdenia Baker, County Administrator
301 N. Olive Avenue
West Palm Beach, FL 33401

Dear Ms. Baker:

The City of Belle Glade (City) respectfully request your consideration of the donation of up to twelve (12) desktop computers to include the monitor, keyboard and mouse with each unit.

The City provides a Youth Empowerment Center (YEC) as part of the County-wide efforts of the Youth Violence Prevention Project in partnership with Palm Beach County (Contract No. R2016-1206). The program provides a safe and secure environment for youth to participate in organized educational and recreational programming.

The twelve existing machines on loan from another agency were removed without notice creating a potential lapse in programming for the YEC program participants who rely on this equipment to complete homework assignments, vocational and technical training.

Any assistance the County may provide in either funding and/or donating surplus equipment in an expedited manner would be greatly appreciated.

Sincerely,

Steve B. Wilson, Mayor
City of Belle Glade

**REQUEST TO TRANSFER ASSETS TO FIXED ASSETS MGT OFFICE
PALM BEACH COUNTY**



OFMB/FINANCIAL MANAGEMENT DIVISION
FIXED ASSETS MANAGEMENT OFFICE
Form #2

DEPARTMENT/DIVISION NAME YOUTH SERVICES DEPARTMENT – Highridge Family Center	CUSTODIAN CODE 0250	DATE 04/25/2017
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ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
	Dell Monitor, s/n CN-ODC323-71618-66R-BDW9	2	7		Z216873			
	Dell Monitor, s/n MX-07R477-48323-38R-G00C	2	7					
	Dell Monitor, s/n CN-0T9MJ3-74445-26M-AOHL	2	7		Z217345			
	Dell Monitor, s/n CN-0T9MJ3-74445-26M-905L	2	7		Z217347			
	Dell Monitor, s/n CN-0T9MJ3-74445-26M-959L	2	7		Z217352			
	Dell Monitor, s/n CN-ODC323-71618-66R-BSND	2	7		Z217357			
	Dell Monitor, s/n CN-ODC323-71618-66R-BSVL	2	7		Z217367			
	Dell Optiplex 9010, S/N 5S698V1	2	7					
	Dell Optiplex 9010, S/N 32368V1	2	7					
	Dell Optiplex 9010, S/N 32108V1	2	7					
	Dell Optiplex 9010, S/N 323Y7V1	2	7					
	Dell Optiplex 9010, S/N 32CZ7V1	2	7					
	Dell Optiplex 9010, S/N 31S48V1	2	7					
	Dell Optiplex 9010, S/N 32268V1	2	7					

REASON CODES

1 – EXCESS 2 – OBSOLETE 3 – OTHER SURPLUS (specify) 4 – STATUTORY/PUBLIC PURPOSE/BCC ACTION (Describe in Comments section below)

CONDITION CODES

1 – NEW 2 – GOOD 3 – FAIR 4 – POOR 5 – BROKEN/SERVICEABLE 6 – BROKEN/BEYOND REPAIR 7 – OTHER Replacement – Donation-BG (Specify)

COMMENTS (Provide details on Reason Code #4, Transfers, Trade-ins, Bond or Grant Funded Asset Information (attach documentation as necessary) Scrapping and Thefts required here) SEVEN DESKTOP COMPUTERS TO INCLUDE MONITOR, KEYBOARD AND MICE SUBMITTED TO BCC FOR CONSIDERATION OF DONATION TO CITY OF BELLE GLADE YEC PROGRAM AT 6/6/17 BOARD MEETING.

REQUESTED BY – ORIGINATING DEPARTMENT	APPROVAL – FIXED ASSETS MANAGEMENT OFFICE
ORIGINATOR <u><i>Chukha Ryan</i></u> DATE <u>4/27/17</u>	INVENTORY OFFICER <u><i>A. D. Davis</i></u> DATE <u>5/8/17</u>
INVENTORY OFFICER <u><i>[Signature]</i></u> DATE <u>4/27/17</u>	
CUSTODIAN <u><i>[Signature]</i></u> DATE <u>4/27/17</u>	WAREHOUSE _____ DATE _____

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WITNESS:

CITY: City of Belle Glade

By: _____
(Signature)

By: _____
Lomax Harrell, City Manager (Date)

Print Name