

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 22, 2019

Consent [] Regular
 Public Hearing

Department

Submitted By: Florida Department of Health Palm Beach County

Submitted For: Florida Department of Health Palm Beach County

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a resolution effecting the transfer and donation of eleven (11) SPOT Vision Screeners (Vision Testers) along with the title transfer from Florida Department of Health Palm Beach County (FDOHPBC) fixed assets inventory to the Health Care District of Palm Beach County (HCD) for use by the HCD School Health Division.

Summary: FDOHPBC is requesting approval to transfer and donate fixed assets. Palm Beach County's Fixed Assets Office requires BCC approval to remove these assets from the FDOHPBC fixed asset inventory. The acquisition cost of these items was \$75,810 and the remaining book value of these items is \$0.00 in accordance with values based on FDOHPBC and Palm Beach County depreciation schedule as of 8/2/2019. Countywide (HH)

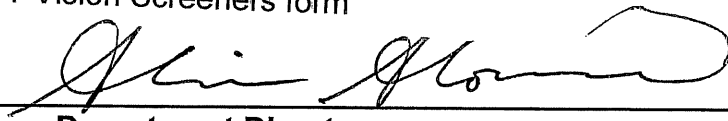
Background and Justification: FDOHPBC School Health Division and the HCD School Health Division have maintained a long-standing working relationship.

The FDOHPBC School Health Division provides funding, technical assistance and oversight of health services provided in schools and is mandated by Section 381.0056, Florida Statutes, to promote student health through a variety of preventive and day-to-day health services to students in the public school. The HCD School Nurse Program utilizes 10 vision and hearing technicians to perform state mandated services which includes vision screenings.

The SPOT Vision Screener is a screening device that helps those technicians quickly and easily detect vision issues on students needing a referral to a medical provider. As both eyes are tested at once from a non-threatening 3-foot distance, it captures readings on those students whom otherwise would be difficult to test.

Attachments:

- 1. Resolution conveying FHPBC Fixed Assets to the HCD
- 2. Acceptance of SPOT Vision Screeners form

Recommended by:  10/10/19
Department Director Date

Approved by:  10/21/19.
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	_____	_____	_____	_____
Operating Costs	0	_____	_____	_____	_____
External Revenues	0	_____	_____	_____	_____
Program Income (County)	0	_____	_____	_____	_____
In-Kind Match (County)	0	_____	_____	_____	_____
NET FISCAL IMPACT	0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X

Budget Account No.: Fund ___ Department ___ Unit ___ Object ___

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: There is no fiscal impact

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature]
 OFMB *[Signature]* 10/11

[Signature]
 Contract Development and Control
 10/17/19 *[Signature]*

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. 2019-

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS (BOCC)
OF PALM BEACH COUNTY, FLORIDA, CONVEYING ELEVEN (11)
SPOT VISION SCREENER (VISION TESTERS) FROM FLORIDA
DEPARTMENT OF HEALTH PALM BEACH FIXED ASSETS
INVENTORY TO THE HEALTH CARE DISTRICT OF PALM BEACH
COUNTY (HCD) FOR USE BY THE HCD SCHOOL HEALTH DIVISION.**

WHEREAS, The Florida Department of Health Palm Beach (FDOH) School Health Division provides funding, technical assistance and oversight of health services and oversight of health services provided in schools per Section 381.0056, Florida Statutes to promote student health through a variety of preventive and day-to-day health services to students in the public school; and

WHEREAS, The FDOH School Health Division and the Palm Beach County Health Care District (HCD) School Nurse Program has maintained a long-standing working relationship. The HCD School Nurse Program utilizes 10 vision and hearing technicians to perform state mandated services which includes vision screenings; and

WHEREAS, The SPOT Vision Screener is a screening device that helps those technicians quickly and easily detect vision issues on students needing a referral to a medical provider. As both eyes are tested at once from a non-threatening 3-foot distance, it captures readings on those students whom otherwise would be difficult to test; and

WHEREAS, The FDOH is requesting approval to transfer and donate fixed assets from the FDOH fixed asset inventory. The acquisition cost of these items was \$75,810.00 and the depreciated value of these items totals \$0.00 in accordance with values based on Palm Beach County Finance books as of August 2019; and

WHEREAS, the Board of County Commissioners of Palm Beach County (BCC) desires to transfer and donate eleven (11) SPOT Vision Screeners (Vision Testers) along with the title transfer from FDOH fixed assets inventory to the HCD for use by the HCD School Health Division.

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 BCC hereby conveys the equipment to the HCD, upon the receipt of \$10.00 consideration from the HCD and the attached Acceptance of SPOT Vision Screeners form duly executed by HCD.

Section 3. The provisions of this Resolution shall be effective immediately upon adoption hereof.

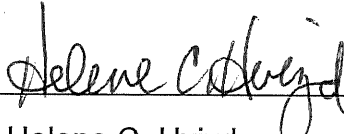
The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- COMMISSIONER MACK BERNARD, Mayor -
- COMMISSIONER DAVID KERNER, Vice Mayor -
- COMMISSIONER HAL R. VALECHE -
- COMMISSIONER GREGG K. WEISS -
- COMMISSIONER ROBERT S. WEINROTH -
- COMMISSIONER MARY LOU BERGER -
- COMMISSIONER MELISSA MCKINLAY -

The Mayor thereupon declared the resolution duly passed and adopted on this _____ day of _____, 2019.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS
SHARON R. BOCK, CLERK

BY: 
Helene C. Hvizd
Assistant County Attorney

BY: _____
Deputy Clerk

ACCEPTANCE OF SPOT VISION SCREENER

Palm Beach County and

Florida Health Palm Beach County

Fixed Assets Transfer

To The Health Care District of Palm Beach County

Section 1. Acceptance of SPOT Vision Screeners: The Health Care District of Palm Beach County (HCD) acknowledges that Palm Beach County (hereinafter "County") and Florida Health Palm Beach County (FDOH) have transferred and conveyed to HCD, ownership and possession of the SPOT Vision Screeners (hereinafter "equipment") identified herein.

Section 2. Description of Equipment:

ASSETS TO BE TRANSFERRED TO HEALTH CARE DISTRICT of PALM BEACH COUNTY (School Health Program)					
Asset Number	Description	Acquisition Date	Serial Number	Acquisition Cost	Depreciated Value as of 8/2019
101954030000000	SPOT VISION SCREENER	5/14/2014	11470	\$7,490.00	\$0.00
101954040000000	SPOT VISION SCREENER	5/14/2014	11478	\$7,490.00	\$0.00
101954050000000	SPOT VISION SCREENER	5/14/2014	11477	\$7,490.00	\$0.00
101954060000000	SPOT VISION SCREENER	5/14/2014	11482	\$7,490.00	\$0.00
101971750000000	SPOT VISION SCREENER w/CASE & NO PRINTER	7/8/2015	2116611	\$6,550.00	\$0.00
101971760000000	SPOT VISION SCREENER w/CASE & NO PRINTER	7/8/2015	2116610	\$6,550.00	\$0.00
101971770000000	SPOT VISION SCREENER w/CASE & NO PRINTER	7/8/2015	2116660	\$6,550.00	\$0.00
101971780000000	SPOT VISION SCREENER w/CASE & NO PRINTER	7/8/2015	2116629	\$6,550.00	\$0.00
101971790000000	SPOT VISION SCREENER w/CASE & NO PRINTER	7/8/2015	2116663	\$6,550.00	\$0.00

101979570000000	SPOT VISION SCREENER w/CASE	7/8/2015	2116611	\$6,550.00	\$0.00
101979580000000	SPOT VISION SCREENER w/CASE	7/8/2015	2116611	\$6,550.00	\$0.00
				TOTAL - \$75, 810.00	\$0.00

HCD agrees that the equipment transferred to it hereunder shall be used by HCD School Nurse Program, and that such use will substantially benefit the public interest. HCD shall not sell or otherwise dispose of the equipment transferred to it hereunder without the prior written consent of the Director of FDOH. Within thirty days of such sale or disposal, HCD shall remit to County any revenues generated from such sale or disposal.

Section 3. Disclaimer of Warranties and Liability: HCD acknowledges that it has fully inspected the equipment identified above and that it has accepted said equipment "as is". HCD understands and agrees that County is not the manufacturer or merchant of the equipment transferred hereunder, or 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 HCD BY COUNTY, AND ACCEPTED BY HCD, 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.

HCD acknowledges and agrees that It has fully inspected the equipment transferred hereunder and is accepting said equipment in complete reliance on HCD's own inspection of said equipment and upon HCD's own knowledge and expertise in evaluating the condition of said equipment and its intended use of said equipment. HCD acknowledges and agrees that in accepting said equipment HCD has not, and shall not, rely upon any statement, advice, information or representation made by FDOH and 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 HCD acknowledges and agrees that it has not, and shall not, rely on any such statement, advice, information or representation.

HCD understands and agrees that County is not a seller engaged in the business of selling equipment such as that transferred hereunder. HCD 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 liability for such.

Section 4. Hold Harmless and Indemnification: To the extent allowed by law, HCD shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of HCD.

Section 5. Severability: If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract 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 HCD specifically represents and warrants that he or she has been authorized by HCD to execute this acceptance form on behalf of HCD and to receive and accept the equipment transferred hereunder on behalf of HCD.

Witness:

HCD:

By: _____
(Signature)

By: _____
(Date)

(Print Name)

(Print Name)