Agenda Item #: 3S1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 19, 2021	[X] Consent [] Regular [] Workshop [] Public Hearing					
Department:	Fire-Rescue						
I. EXECUTIVE BRIEF							
Motion and Title: Staff recommends motion to approve : a Donation Agreement with the Palm Beach County Sheriff's Office, providing for two (2) Boat Engines, to Palm Beach County Fire Rescue.							
SUMMARY: The Sheriff's Office currently owns two (2) Mercury Verado Boat Engines which have been classified as surplus, obsolete or which the continued use would be uneconomical or inefficient. The Sheriff has agreed to donate these two (2) Engines to Palm Beach County Fire Rescue as follows: Mercury Verado CXL Boat Engine (serial #2B417191) and Mercury Verado XL Boat Engine (serial #2B416943). Countywide (SB)							
Background and Justification: This donation will give Fire Rescue two (2) motors to be used with a Contender Boat donated to Palm Beach County Fire Rescue in 2014 (Item 3S1 January 14, 20). The donation of these two (2) Motors will help extend the useful life of the Contender Boat continuing the ability to respond to fires involving marine vessels and dock areas and also providing dive rescue, paramedic response, hazardous material, fuel spill and Chemical Biological Radiological Nuclear Explosive (CBRNE) response.							
Attachment: Donation Agreement							
Recommended b	py:Assistar	9.30-202/ tFile Chief Date/					
Approved by:	Fige Res	icute Administrator Date					
Approved by:	County A	Administrator Date					

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of Fiscal Impact:					
Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)		2019	2020 ——————————————————————————————————	2021	2022 	2023
NET FISCAL IMPACT*						
	OITIONAL FTE FIONS (Cumulative)					
	n Included in Proposed Bo this item include the use		Yes _ nds Yes _	No No		
Budge	et Account No.: Fund	Dept _	Unit	_ Object/Re	v Source	***************************************
B.	Recommended Sources of Funds/Summary of Fiscal Impact:					
	* There is no fiscal impact					
C.	Departmental Fiscal Revi	ew: M	when	nge	£	
		III. <u>REVIEV</u>	V COMMENT	<u>s</u>		
A.	OFMB Fiscal and/or Contract Development and Control Comments:					
	Voca Mento 10/6/21 OFMB AT 10.401 AP 10.6.21	4	Cont	act Developi	nent and Co	ntrol
B.	Legal Sufficiency			•		~
	Assistant County Attorne	5.82100 V S	- ¹⁰ /a/a)			
C.	Other Department Review	v:				
	Department Director	4.4.1	-			
	SED 9/03 FORM 01					

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

DONATION AGREEMENT

THIS AGREEMENT was made and entered into this 30th day of September 2021, by and between RIC L. BRADSHAW, Sheriff of Palm Beach County, Florida, hereinafter referred to as "SHERIFF", and Palm Beach County, on behalf of its Fire Rescue Department, hereinafter referred to as "PBCFR".

WHEREAS, the SHERIFF owns certain equipment (the "equipment") which the SHERIFF has classified as surplus, obsolete, or the continued use of which is uneconomical or inefficient, and said equipment is identified as follows:

Make	Model	Serial	Description
Mercury	Verado CXL	2B417191	Boat Engine
Mercury	Verado XL	2B416943	Boat Engine

WHEREAS, PBCFR has requested donation of this equipment.

IT IS HEREBY AGREED that the SHERIFF and PBCFR will faithfully abide by and be bound by the following terms and conditions:

- The SHERIFF hereby transfers, assigns and conveys to PBCFR all right, title and interest in and to the equipment and PBCFR accepts the equipment donated to them by the SHERIFF.
- 2. The equipment is being conveyed as is and is being donated to be used by PBCFR in its fire rescue operations. PBCFR understands that the equipment may no longer be covered by the manufacturer's warranty and that the SHERIFF makes no representations or guarantees about the condition, accuracy or admissibility of its measurements, or useful life of the equipment.
- 3. PBCFR understands and acknowledges that the use of the equipment may present certain risks and that it is solely responsible to ensure all necessary safety precautions and procedures are taken in connection with the use of the equipment.
- 4. Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the SHERIFF shall indemnify PBCFR for any actions, claims or damages arising out of the SHERRIF's negligence in

connection with this Agreement, and PBCFR shall indemnify the SHERIFF for any actions, claims or damages arising out of PBCFR's negligence in connection with the Agreement. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, section 768.28, or of any defense available to either party.

- **5.** This AGREEMENT shall take effect upon approval of the SHERIFF and PBCFR.
- 6. Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, SHERIFF warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
- 7. Each party's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.
- 8. PBCFR and the SHERIFF shall maintain records associated with this Agreement, including, but not limited to all accounts, financial and technical records, research or reports in accordance with Florida's public records law and any other applicable law.
- 9. All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to PBCFR shall be mailed to:

Palm Beach County Fire Rescue
Attn: Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411

and if sent to the SHERIFF shall be mailed to:

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

Each party may change its address upon notice to the other.

ATTEST:	RIC L. BRADSHAW, SHERIFF PALM			
	BEACH COUNTY, FLORIDA			
BY: Ly, Sandy C. Digitally signed by Iy, Sandy C. Disc. 1922 19:53 04:55 227 04/09	Feeney, Terence P. Digitally signed by Feeney, Terence P. Date: 2021.09.30 08:36:56-04*00'			
	Or his designee Date: September 30, 2021			
ATTEST: Joseph Abruzzo, Clerk of the Circuit Court & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS			
By: Deputy Clerk	By:			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	APPROVED AND TO TERMS AND CONDITIONS By: Fire/Rescue			