

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 13, 2022	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire Rescue

I. EXECUTIVE BRIEF

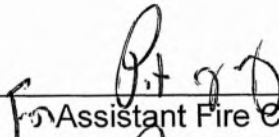
Motion and Title: Staff recommends motion to approve: a Donation Agreement with the Palm Beach County Sheriff’s Office (PBSO) providing for the donation of a vehicle and supporting equipment, to Palm Beach County Fire Rescue (PBCFR).

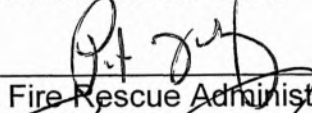
Summary: PBSO currently owns a Ford Expedition in their fleet that has been classified as surplus, obsolete, or the continued use of which is uneconomical or inefficient. PBCFR has been cleared to launch the Unmanned Aircraft System Program, giving Incident Commanders an aerial overview of an incident. This vehicle will serve as the primary response vehicle in the program, supplementing the Incident Command Post. Countywide (SB)

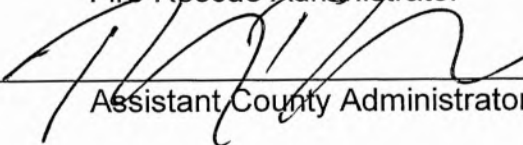
Background and Justification: PBSO has been an invaluable partner of PBCFR and shares the common goal of promoting public safety for the residents and visitors of Palm Beach County. This donation along with others received in the past reinforce our commitment to work together to achieve that goal.

Attachments:

Donation Agreement

Recommended by:  8.16.2022
 Assistant Fire Chief Date

Approved by:  8.16.2022
 Fire Rescue Administrator Date

Approved by:  8/22/22
 Assistant County Administrator Date

DONATION AGREEMENT

THIS AGREEMENT was made and entered into this _____, 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 "COUNTY".

WHEREAS, the SHERIFF has agreed to donate one (1) vehicle and supporting equipment, hereinafter referred to as "VEHICLE", which the SHERIFF has classified as surplus, obsolete, or the continued use of which is uneconomical or inefficient, and said VEHICLE is identified as follows:

YEAR	VIN	MAKE	MODEL
2015	1FMJU1GT2FEF23963	FORD	EXPEDITION
2017		TUFFY	LOCKBOX
		WHISTLER 2000	POWER CONVERTER

WHEREAS, COUNTY has requested the donation of the VEHICLE.

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

1. The SHERIFF agrees to transfer, assign and convey to COUNTY all rights, title, possession, and interest held by the SHERIFF regarding the VEHICLE, exclusively for COUNTY'S use in support of its operations; and COUNTY agrees to accept the VEHICLE. COUNTY agrees to pay all costs associated with the transfer of the VEHICLE from the SHERIFF to COUNTY.

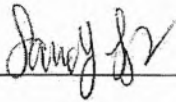
with this Agreement, and COUNTY shall indemnify the SHERIFF for any actions, claims or damages arising out of COUNTY's negligence in connection with the Agreement. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of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

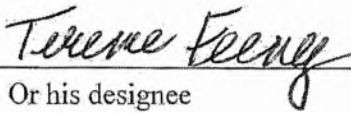
7. This AGREEMENT shall take effect upon approval of the SHERIFF and COUNTY; and shall terminate upon the County's disposition of the VEHICLE in accordance with this Agreement.
8. Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting 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.
9. 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.
10. COUNTY 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

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

ATTEST:

**RIC L. BRADSHAW, SHERIFF
PALM BEACH COUNTY, FLORIDA**

BY: 

BY: 
Or his designee

ATTEST:

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

Joseph Abruzzo, Clerk of the Circuit
Court & Comptroller

BY: _____
Deputy Clerk

BY: _____
Robert Weinroth, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AND TO TERMS
AND CONDITIONS**

BY: _____
County Attorney

BY: 
Fire Rescue