



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
Capital Expenditures					
Operating Costs	20,000				
External Revenues	(20,000)				
Program Income (County)					
In-Kind Match (County)	0				
<b>Net Fiscal Impact</b>	<b>0</b>				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES \_\_\_\_\_ NO  X

Budget Account No.: Fund  1152  Agency  160  Org \_\_\_\_\_ Object \_\_\_\_\_

Reporting Category \_\_\_\_\_

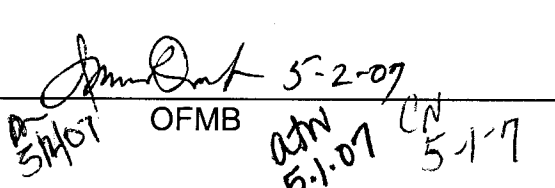

**B. Recommended Sources of Funds / Summary of Fiscal Impact:**

The Justice Assistance Grant is funded through The Florida Department of Law Enforcement. No County Funds are required.

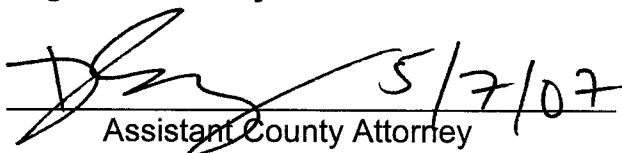
Justice Assistance Grant	\$20,000
Required Match	\$ <u> 0 </u>
Total Program Budget	\$20,000

**III REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**


5/1/07 OFMB 5-2-07 5-1-07 5-1-07  

5/3/07 Contract Administration 5/3/07

**B. Legal Sufficiency:**


5/7/07  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

07- 1026

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

FUND 1152 SHERIFF'S GRANTS FUND

BGRV 420 050107\*546  
BGEY 420 050107\*1617

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF	REMAINING BALANCE
<b>Revenues</b>								
Mangonia Park New Hope Program								
160-2099-3429	State Grant - Other Public Safety	0	0	20,000	0	20,000		
<b>TOTAL FUND REVENUES</b>		<b>\$36,270</b>	<b>\$4,342,834</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$4,362,834</b>		
<b>Expenditures</b>								
Mangonia Park New Hope Program								
160-2099-9498	Transfer to Sheriff Fund 1902	0	0	20,000	0	20,000	0	20,000
<b>TOTAL EXPENDITURES</b>		<b>\$36,270</b>	<b>\$4,342,834</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$4,362,834</b>		

Palm Beach County Sheriff's Office

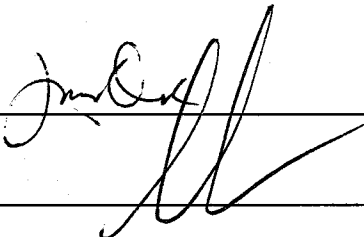
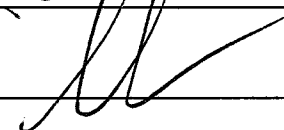
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 5-2-07  
 4/26/07

By Board of County Commissioners  
At Meeting of May 15, 2007

Deputy Clerk to the Board  
of County Commissioners

ahw  
5-1-07

**AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MANGONIA PARK, FLORIDA, HEREIN REFERRED TO AS "AGENCY" AND THE PALM BEACH COUNTY SHERIFF'S OFFICE, HEREIN REFERRED TO AS "SHERIFF".**

**WHEREAS**, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the AGENCY and the SHERIFF agree to participate in the Florida Department of Law Enforcement, Justice Assistance Grant; and

**WHEREAS**, the Florida Department of Law Enforcement has identified the Town of Mangonia Park as its fiscal agent in all dealings related to the Justice Assistance Grant, titled New Hope; and

**WHEREAS**, the Florida Department of Law Enforcement (FDLE), through the Town of Mangonia Park, will provide up to \$20,000 (Twenty Thousand Dollars) in funds to the SHERIFF.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree as follows:

**Article 1. Purpose**

This agreement delineates the responsibilities of the AGENCY for activities under FY2007 Justice Assistance Grant (JAG) which was made available by the Florida Department of Law Enforcement

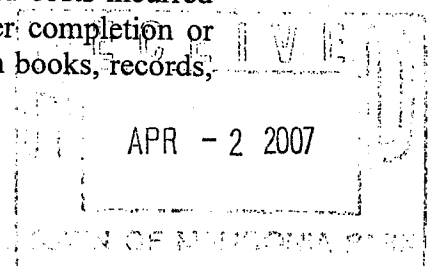
**Article 2. Scope**

The provisions of this agreement apply to FY2007 JAG activities to be performed at the request of the FDLE.

No provisions of this agreement limit the activities of SHERIFF in performing local and county functions.

**Article 3. SHERIFF agrees to:**

- A. Comply with reporting requirements identified in JAG Application.
- B. Complete the project as soon as possible and no later than the termination date set forth herein.
- C. Submit a Final Invoice. In order for both parties to close their books and records, the SHERIFF will clearly state "final invoice" on the SHERIFF's final/last billing to the AGENCY. This shall constitute SHERIFF's certification that all services have been properly performed and all charges and costs have been invoiced to the AGENCY. Any other charges not properly included on this final invoice are waived by the SHERIFF.
- D. Not pledge the AGENCY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SHERIFF further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- E. Maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The AGENCY shall have access to such books, records,



and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SHERIFF's place of business.

F. Comply with the requirements of the FDLE JAG Program FY07 and the terms, conditions, certifications and other requirements contained in the Agreement between Florida Department of Law Enforcement, and the AGENCY, attached hereto as JAG Application, including but not limited to budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of state funded assets.

**Article 4. Town of Mangonia Park agrees to:**

A. Review invoices received from the SHERIFF to verify that services have been rendered in conformity with the JAG Agreement. The AGENCY will send the SHERIFF's approved invoice to the AGENCY's Finance Department for payment. Invoices will normally be paid within thirty (30) days following the AGENCY representative's submittal. Invoices not approved will be returned to SHERIFF for correction and resubmittal.

B. Reimburse SHERIFF an amount not to exceed \$20,000 when properly invoiced requests have been approved by the AGENCY.

**Article 5. Term of Agreement and Obligation to Pay**

The term of this agreement commences upon execution by the AGENCY and SHERIFF and terminates on September 30, 2007 unless otherwise extended upon the written agreement of each party.

**Article 6: Indemnification**

To the extent permitted by law, the SHERIFF shall indemnify, defend and hold the AGENCY harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of any act, error or omission of the SHERIFF in connection with its performance of this Agreement.

To the extent permitted by law, the AGENCY shall indemnify, defend and hold the SHERIFF harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of any act, error or omission of the AGENCY in connection with its performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligence, willful or intentional acts, or act as a waiver of any defense available to either party.

**Article 7. Insurance**

The Parties will maintain the following insurance policies during the term of this Agreement:

The Parties warrant that they are self-insured entities pursuant to chapter 768, Florida Statutes, and agree to maintain general liability self-insurance funds as required by law, throughout the term of this Agreement.

**Article 8. Non-Discrimination**

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**Article 9. Modifications of Work**

This Agreement or the Scope of Work may be modified or amended only by mutual written consent of the AGENCY and the SHERIFF.

**Article 10. Relationship of the Parties**

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

**Article 11. No Third Party Beneficiaries**

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, expressed or implied, upon any other third person.

**Article 12. Notices**

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to SHERIFF to: Sheriff Ric L. Bradshaw  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

With a copy to: Colonel Joe Bradshaw, Esq.  
Department of Legal Affairs  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

If to AGENCY to: Mayor William Albury  
Town of Mangonia Park  
1755 East Tiffany Dr.  
Mangonia Park, FL 33407

**Article 13. Severability**

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

**Article 14. Waiver and Delay**

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

**Article 15. Assignment; Binding Agreement**

Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

**Article 16. Governing Law and Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall lie in Palm Beach County, Florida.

**Article 17. Entirety of Contractual Agreement**

The SHERIFF and AGENCY 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 this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 10-Modifications of Work.

**Article 18. Termination**

This Agreement may be terminated without cause by either party to the Agreement upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed by its town council and the SHERIFF has caused the Agreement to be executed by its duly elected Sheriff.

ATTEST:

MANGONIA PARK, FLORIDA

By: \_\_\_\_\_

, Mangonia Park Clerk

By: \_\_\_\_\_

William Albury, Mangonia Park Mayor

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_

KEITH W. DAVIS, Agency Attorney

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: \_\_\_\_\_

Dale Assin

By: \_\_\_\_\_

Ric L. Bradshaw

Dated: 3/28/87

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_

Lisa Rubin, Agency Attorney





**Town of Mangonia Park**  
**POLICE DEPARTMENT**

1755 EAST TIFFANY DRIVE · MANGONIA PARK, FLORIDA 33407  
(561) 848-2513 · FAX: (561) 848-4510

RODNEY P. THOMAS  
Chief of Police

January 12, 2007

Mr. Clayton H. Wilder  
Community Program Administrator  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Re: New Hope Grant #2007-JAGC-PALM-6-P3-154

Dear Mr. Wilder:

This letter is to request a grant adjustment to the New Hope FY 2006/2007 in light of a merger of police services between the Mangonia Park Police Department and the Palm Beach County Sheriff's Office.

The New Hope Grant was started on October 1, 2006 ending September 30, 2007. As of February 1, 2007, the Town of Mangonia Park will be contracting its law enforcement services with The Palm Beach County Sheriff's Office. Although a different law enforcement agency will be responsible for police services, the mission of the Town of Mangonia Park through the New Hope Grant remains the same. With the additional manpower provided by PBSO, the Town of Mangonia Park will most likely be able to accomplish the objectives as outlined in the original grant application. In light of these recent developments, I would like to change the implementing agency of the New Hope Grant from the Mangonia Park Police Department to the Town of Mangonia Park.

Thank you for your attention in this matter.

Should you require additional information or clarification, please do not hesitate to contact me at (561) 848-2513.

Sincerely,

Rodney P. Thomas  
Chief of Police  
Mangonia Park PD

CC: Crystal Parker, FDLE Community Assistant Consultant  
Diana Cunningham, Criminal Justice Commission  
Shairette Major, Criminal Justice Commission

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

SAMAS / Vendor Number: 59-6017774

## Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$20,000.00	\$0.00	\$20,000.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

## Project Generated Income:

Will the project earn project generated income (PGI) No

Application Ref # 2007-JAGC-384  
Contract 2007-JAGC-PALM-6-P3-154

Section #4 Page 1 of 3

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide



## Budget Narrative:

### Salaries and Benefits:

The Mangonia Park Police Department has been unable to gain a net increase in personnel. Due to difficulty in maintaining manpower, overtime will have to be utilized in order to achieve the Project's objectives. Therefore, funding received from this grant will be utilized to fund overtime for existing officers to work Project New Hope. Officer's wages and benefits are as follows:

Contractual Services-Overtime \$18,470.00

FICA \$1530

Total = \$20,000.00

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Application Ref # 2007-JAGC-384  
Contract 2007-JAGC-PALM-6-P3-154

Section #4 Page 2 of 3

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide



## Section Questions:

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee.

Answer: 500

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: No

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A