



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>	20 <u>13</u>
Capital Expenditures	---	---	---	---	---
Operating Costs	<u>\$50,000</u>	---	---	---	---
External Revenues	---	---	---	---	---
Program Income (County)	---	---	---	---	---
In-Kind Match (County)	---	---	---	---	---
NET FISCAL IMPACT	<u>\$50,000</u>	---	---	---	---
 # ADDITIONAL FTE POSITIONS (Cumulative)	---	---	---	---	---

Is Item Included In Current Budget? Yes \_\_\_ No X

Budget Account No.: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Object \_\_\_

Reporting Category

**Recommended Sources of Funds/Summary of Fiscal Impact:** The funds will be allocated from CCRT Putting Kids First Program. Fiscal Impact will be a reduction of Fifty Thousand to this account.

C. Departmental Fiscal Review: Luigi D'Agostino

**III. REVIEW COMMENTS**

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

*The term of this agreement is six (6) months.*

*[Signature]* 6/13/09  
 OFMB 6/13/09

*[Signature]* 6/16/09  
 Contract Dev. and Control 6/16/09

This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**

*Anne Delaney* 6/17/09  
 Assistant County Attorney

**C. Other Department Review:**

*[Signature]*  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY  
SHERIFF'S OFFICE FOR FUNDING OF THE PUTTING KIDS FIRST EVENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_ 2009, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Palm Beach County Sheriff's Office, hereinafter referred to as the "AWARDEE", and whose Federal Tax I.D. # is 59-6000789.

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to improve the appearance, organization, image and leadership of the COUNTY's neighborhoods by providing financial assistance to neighborhood organizations for the purpose of community outreach; and

**WHEREAS**, AWARDEE has proposed a Project to purchase book bags, school supplies, food, entertainment and other supplies associated with the "Putting Kids First Event" (hereinafter referred to as the "Project"); and

**WHEREAS**, the Project will take place on July 25, 2009; and

**WHEREAS**, it is anticipated that approximately 3000 kids will benefit from the Project; and

**WHEREAS**, COUNTY desires to provide funding in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) to the AWARDEE to assist in implementation of the Project; and

**WHEREAS**, COUNTY has determined that the expenditure of funds in implementation of the Project furthers a valid public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. AWARDEE shall perform the Project as provided for in this Agreement and as more particularly described in the Scope of Work, which is attached hereto and incorporated herein as Exhibit "A". AWARDEE agrees to abide by any written instructions or conditions placed on the Project by the COUNTY.
2. COUNTY shall reimburse AWARDEE an amount not-to exceed Fifty Thousand Dollars (\$50,000.00) for expenses incurred by AWARDEE for the Project. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of a written statement that the Project, as specified herein, was carried out in accordance with this Agreement.
3. The Project will be initiated by AWARDEE on June 1, 2009. Only those costs incurred by AWARDEE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof.
4. AWARDEE shall submit all invoices to the COUNTY identifying the Project, and identifying the amount due and payable to AWARDEE. Invoices shall be itemized in sufficient detail for prepayment audit thereof and shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of payment and performance. AWARDEE shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the COUNTY within seven (7) calendar days of request by the COUNTY. Invoices received from AWARDEE will be reviewed and approved by the Office of Community Revitalization, indicating that expenditures have been made in conformity with this Agreement, and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within forty five (45) days following approval.

5. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

6. AWARDDEE shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be for six (6) months, commencing upon the date of execution by the parties hereto.

8. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds collected by AWARDDEE under this Agreement for the Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the COUNTY with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. AWARDDEE shall complete the Project and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project on or before five (5) months, commencing upon the date of execution of this Agreement by the parties hereto.

11. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. The determination that AWARDDEE has ceased or suspended the Project shall be made by COUNTY and AWARDDEE agrees to be bound by COUNTY's determination.

12. AWARDDEE shall abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, COUNTY does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

13. If the Project is to be located on private property, AWARDDEE warrants that AWARDDEE either owns the property or has written authorization with the owner of the property authorizing AWARDDEE to perform the Project as specified in this Agreement. If AWARDDEE's ownership of the property or AWARDDEE's right to perform the Project is contested, and without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, AWARDDEE shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arising out of or relating to performance of this Agreement.

14. It is understood and agreed that AWARDDEE is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that the COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, and without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, AWARDDEE shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

15. Without waiving the right to sovereign immunity as provided by Florida Statute, 768.28, AWARDDEE acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statues with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event AWARDDEE maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Florida Statute 768.28, AWARDDEE shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

a. AWARDDEE shall maintain or to be self-insured for Workers Compensation & employer's Liability insurance in accordance with Florida Statute 440.

b. When requested, AWARDDEE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees as acceptable for the above mentioned coverages.

c. Compliance with the foregoing requirements shall not relieve AWARDDEE of its liability and obligations under this Agreement.

16. AWARDDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is incorporated herein by reference and attached hereto as Exhibit B, before engaging in any such services. AWARDDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

17. AWARDDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to AWARDDEE, COUNTY shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours. All documents related to the Project are public records and shall be retained as provided by law. AWARDDEE shall comply with the Public Records Act.

18. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3)(a), Florida Statutes.

20. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

21. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, action arising from the breach of any provision set forth herein.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Houston L. Tate, Director  
Palm Beach County Office of Community Revitalization  
Vista Center 2300 North Jog Road  
West Palm Beach, Florida 33411

As to AWARDEE:

Ric Bradshaw, Sheriff  
Palm Beach County Sheriff's Office  
3228 Gun Club Rd  
West Palm Beach, FL 33406

23. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise

24. Failure of AWARDEE to comply with any provision stated herein may result in refusal of reimbursement or termination of this Agreement by COUNTY.

(the remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Jeff Koons, Chairperson

**WITNESSES:**

**PALM BEACH COUNTY SHERIFF'S OFFICE**

By: Donna J. Machuca  
Name

By: \_\_\_\_\_  
Ric Bradshaw, Sheriff

Donna J. Machuca  
Signature

\_\_\_\_\_  
Signature

By: KEELER SHEPARD  
Name

Keeler Shepard  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: Anne Kelgund  
County Attorney

By: Houston L. Tate  
Houston L. Tate, Director  
Office of Community Revitalization

**Palm Beach County Sheriff's Office  
Putting Kids First  
Scope of Work**

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The Putting Kids First event (hereinafter referred to as "Project") will be held on Saturday, July 25, 2009 from 11:00 a.m. to 3:00 p.m. Project expenses include purchasing book bags, school supplies, food, and entertainment. The Project is anticipated to benefit 3,000 kids from West Palm Beach, Belle Glade, South Bay and Pahokee.



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1149

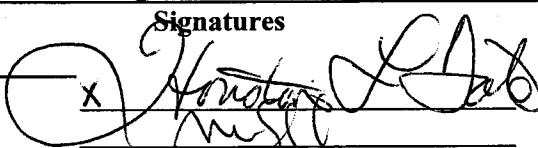
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1 pages  
BGEX-610-060109\*1804

FUND 3900 Capital Outlay Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF	REMAINING BALANCE
<b>EXPENDITURES</b>								
366-X139-8201	Putting Kids First	50,000	50,000		50,000	0	0	0
821-9100-9020	Sheriffs Grant Fund	0	0	50,000	0	50,000	0	50,000
Total Appropriations & Expenditures					<u>50,000</u>	<u>50,000</u>		

Office of Community Revitalization  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
Sheriffs Department  
OFMB Department - Posted

Signatures  


Date  
6/3/09  
6/15/09

me  
6/2/09

By Board of County Commissioners  
At Meeting of 07/07/2009  
Deputy Clerk to the  
Board of County Commissioners

09-

1150

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

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	REMAINING BALANCE
<b>Revenues</b>								
Putting Kids First FY09 160-2160-8207	Transfer from - Capital Outlay fund 3900	0	0	50,000		50,000		
<b>TOTAL REVENUES</b>		<b>0</b>	<b>\$5,945,636</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$5,995,636</b>		
<b>Expenditures</b>								
Putting Kids First FY09 160-2160-9498	Transfer to Sheriff's Grant Fund	0	0	50,000		50,000		
<b>TOTAL EXPENDITURES</b>		<b>0</b>	<b>\$5,945,636</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$5,995,636</b>		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners  
At Meeting of July 7, 2009

Deputy Clerk to the  
Board of County Commissioners

*[Handwritten Signature]*  
*[Handwritten Date: 6/15/09]*  
*[Handwritten Date: 4/4/09]*

*[Handwritten Date: 6/12/09]*