



**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Capital Expenditures	\$519,803				
Operating Costs	\$161,000				
External Revenues	(\$510,602)				
Program Income (County)					
In-Kind Match (County)	0				
<b>Net Fiscal Impact</b>	<b>170,201</b>				
<b># Additional FTE Positions (Cumulative)</b>	<b>0</b>				

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

Budget Account No.: Fund 1152 Agency 160 Org 2171 Object 3129

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

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

Port of Palm Beach District's Vessel – Prevention/Detection Project is funded through the United States Department of Homeland Security FY 2009 Port Security Grant. The required match in the amount of \$170,201 is being provided by the Palm Beach County Sheriff's Office and is included in the Sheriff's approved FY 2010 Budget. No additional positions are created, and no additional County funds are required.

Port of Palm Beach District's Vessel – Prevention/Detection Project	\$510,602
Required Match (PBSO)	<u>\$170,201</u>
Total Program Budget	\$680,803

**III REVIEW COMMENTS**

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

*\*No additional fiscal impact to the County.*

*[Signature]* 12-9-09  
OFMB  
12/9/09  
*[Signature]* 12/10/09  
Contract Administration  
EJensen 12/14/09

**B. Legal Sufficiency:**

*[Signature]* 12/14/09  
Assistant County Attorney

**C. Other Department Review:**

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

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>								
160-2171-3129	Port of Palm Beach District's Vessel - Prevention/Detection Project Federal Grant - Other Public Safety	0	0	510,602		510,602		
	<b>TOTAL REVENUES</b>	<b>0</b>	<b>\$1,314,574</b>	<b>\$510,602</b>	<b>\$0</b>	<b>\$1,825,176</b>		
<b>Expenditures</b>								
160-2171-9498	Port of Palm Beach District's Vessel - Prevention/Detection Project Transfer to Sheriff's Grant Fund	0	0	510,602		510,602		
	<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>\$1,314,574</b>	<b>\$510,602</b>	<b>\$0</b>	<b>\$1,825,176</b>		

AHachmat 1

Palm Beach County Sheriff's Office

Signatures

Date

By Board of County Commissioners  
At Meeting of December 15, 2009

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the  
Board of County Commissioners

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

**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 U.S. Department of Homeland Security, through the Federal Emergency Management Agency, will provide \$510,602 in funding to the PORT for the FY2009 Port Security Grant Program/Port of Palm Beach District's Vessels – Prevention/Detection Project (Award #2009-PU-T9-0077); and

**WHEREAS**, the SHERIFF shall expend FY2009 Port Security Grant Program funding in accordance with the FY2009 Port Security Grant Application.

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

**Article 1. Purpose**

This agreement delineates the responsibilities of the SHERIFF for activities under FY2009 Port Security Grant Program (PSGP) which was made available by the U.S. Department of Homeland Security, through the Federal Emergency Management Agency.

**Article 2. Scope**

The provisions of this agreement apply to FY2009 Port Security Grant Program activities to be performed at the request of the federal government, and in conjunction with, preparation for, or in anticipation of a terrorist event.

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

**Article 3. SHERIFF agrees to:**

- A. Provide waterside patrol and surveillance within the jurisdiction of the PORT, consistent with the approach described in the approved grant application.
- B. Comply with the FY2009 PSGP grant reporting requirements.

C. Maintain the capital equipment purchased in working condition for the useful life of the equipment.

D. Provide quarterly reimbursement requests to the PORT with supporting documentation (invoices, cancelled checks, etc.).

E. Complete the project within the grant period and no later than the termination date set forth herein.

F. 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 PORT 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.

**Article 4. Port of Palm Beach District agrees to:**

A. Reimburse SHERIFF an amount not to exceed \$510,602 for expenses associated with the FY2009 PSGP/Port of Palm Beach District's Vessels - Prevention/Detection Project.

B. Reimburse the SHERIFF within 30 days after receipt and verification of reimbursement request, provided all supporting documentation is detailed and accurate.

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

The term of this agreement commences upon execution by the PORT and SHERIFF and terminates on May 31, 2012 unless otherwise extended upon the written agreement of each party.

**Article 6. Liability**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, SHERIFF shall be responsible to the PORT for any actions, claims or damages arising out of SHERIFF's negligence in connection with this Agreement, and PORT shall be responsible to SHERIFF for any actions, claims, or damages arising out of PORT'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.

**Article 7. Indemnification**

The SHERIFF recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed

as a waiver of any right of defense that the SHERIFF may possess and SHERIFF reserves all such rights as against any and all claims that may be brought under this Agreement.

The PORT recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the PORT may possess and PORT reserves all such rights as against any and all claims that may be brought under this Agreement.

#### **Article 8. Insurance**

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

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The PORT further agrees to provide the SHERIFF with a copy of said insurance certificate.

#### **Article 9. 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 10. Modifications of Work**

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

#### **Article 11. 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 12. 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, express or implied, upon any other third person.

#### **Article 13. 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:

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 PORT to:

Manuel Almira  
Port of Palm Beach District  
One East 11<sup>th</sup> Street, Suite 400  
Riviera Beach, FL 33404

**Article 14. 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 15. 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 16. 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 assigns.

**Article 17. Governing Law and Venue**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida. Venue shall lie in Palm Beach County, Florida.

**Article 18. Entirety of Contractual Agreement**

The SHERIFF and PORT 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 19. Termination**

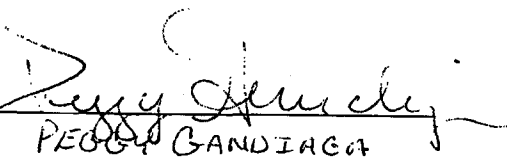
This Agreement may be terminated without cause by either party to the Agreement upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date all signatures below are affixed.

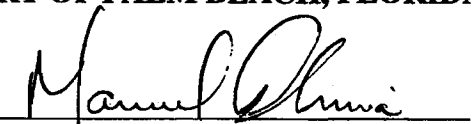
ATTEST:

PORT OF PALM BEACH, FLORIDA

By:

  
PEGGY GANDIAGA

By:

  
Manuel Almira, Executive Director

Dated: 10-22-09

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY


BY \_\_\_\_\_

ATTEST:

SHERIFF OF PALM BEACH COUNTY

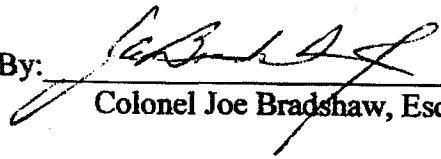


By: \_\_\_\_\_

By:   
\_\_\_\_\_  
Ric L. Bradshaw

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
\_\_\_\_\_  
Colonel Joe Bradshaw, Esq.