

AGENDA ITEM SUMMARY

Department: Facilities Development & Operations

Recommended by: Armen Worf 10/25/11
Department Director Date

Approved by: [Signature] 10/31/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u> <i>See below</i>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category _____

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

☒ There is no fiscal impact to this item.

C. Departmental Fiscal Review: _____ *10/25/11*

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

[Signature] 10/27/11
OFMB
[Signature] 10/27/11
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 10/28/11
Assistant County Attorney

C. Other Department Review:

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of the 23rd day of August, 2011, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Ric L. Bradshaw, Sheriff, in his official capacity as Sheriff of Palm Beach, a State constitutional officer ("Sheriff").

WITNESSETH:

WHEREAS, the County and Intellitech Corporation, an Ohio Corporation authorized to do business in the State of Florida (the "Consultant") entered into that certain Contract For Professional Services (R2009-0646) dated April 21, 2009, as amended by that certain First Amendment To Contract For Professional Services (R2011-0114) dated February 1, 2011, (hereinafter collectively referred to as the "Contract").

WHEREAS, County desires to assign and transfer all of its right and interest under the Contract to the Sheriff; and

WHEREAS, the Sheriff desires to assume all of the County's right and interest under the Contract; and

WHEREAS, pursuant to Article 12 of the Contract, County may assign and transfer the Contract and all of its right and interest thereunder to the Sheriff.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the County and Sheriff agree as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. Pursuant to and in accordance with Article 12 of the Contract, County hereby assigns and transfers to the Sheriff the Contract and all of County's rights, interests and obligations under the Contract. The Sheriff hereby accepts such assignment and transfer, and hereby expressly assumes all of the rights, interests and obligations of the County under the Contract. Furthermore, the Sheriff agrees to hold harmless and indemnify the County from and against all liabilities, damages, losses, and costs, including attorneys' fees and court costs at both trial and appellate levels, arising out of the obligations under the Contract assumed by the Sheriff.


3. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify and hold harmless the Sheriff against any actions, claims or damages arising out of the County's negligence in connection with the Contract, and Sheriff shall indemnify and hold harmless the County against any actions, claims, or damages arising out of the Sheriff's negligence in connection with the Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in

Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

IN WITNESS WHEREOF, County and Sheriff have executed this Assignment, or have caused the same to be executed as of the day and year first above written.

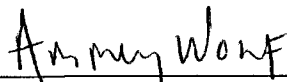
COUNTY:

ATTEST:



SAMARA J. COOPER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: 

Audrey Wolf, Director
Facilities Development & Operations Dept.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

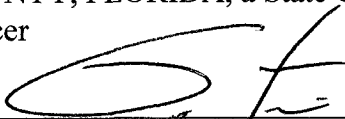
By: 

County Attorney

ATTEST:

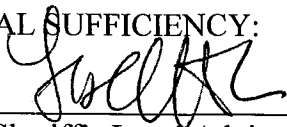
RIC L. BRADSHAW, IN HIS OFFICIAL
CAPACITY AS SHERIFF OF PALM BEACH
COUNTY, FLORIDA, a State Constitutional
Officer

By: 

By: 

Ric L. Bradshaw or his Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

Sheriff's Legal Advisor