

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 12, 2013 Consent Regular
 Ordinance Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Accept** on behalf of the Palm Beach County Sheriff's Office an agreement with the Port of Palm Beach District for reimbursement of expenses associated with advanced marine and tactical training classes for the region, in the amount of \$100,000 associated with the FY2011 Port Security Grant for the period ending June 30, 2013; **B) Approve** a budget amendment of \$100,000 in the Sheriff's Grant Fund.

Summary: The Port of Palm Beach District (PORT) received an award from the United States Department of Homeland Security FY2011 Port Security Grant to provide advanced marine and tactical training. On January 10, 2013, the Palm Beach County Sheriff's Office (PBSO) and the PORT entered into an agreement to expend the Port Security Grant. PBSO, in compliance with the FY2011 Port Security Grant, will host advanced marine and tactical training classes for the region. Under this agreement, the PBSO will receive \$100,000 in reimbursable funds for expenses associated with the training classes. There is no match requirement associated with this award. No additional positions are needed and no County funds are required. Countywide (PGE)

Background and Justification: The Port Security Grant Program (PSGP) is one of five grant programs that constitute the Department of Homeland Security Fiscal Year 2011 Infrastructure Protection Program (IPP). The IPP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation's critical infrastructure against risks associated with potential terrorist attacks. The vast bulk of US critical infrastructure is owned and/or operated by State, local and private sector partners. The PSGP funds available to these entities are intended to support increased port-wide risk management; enhanced domain awareness; training and exercises; expansion of port recovery and resiliency capabilities; and further capabilities to prevent, detect, respond to, and recover from attacks involving improvised explosive devices (IEDs) and other non-conventional weapons. The Catalog of Federal Domestic Assistance (CFDA) number is 97.056.

Attachments:

- 1. Budget Amendment
- 2. Interlocal Agreement

RECOMMENDED BY: _____
DEPARTMENT DIRECTOR DATE

APPROVED BY: *Patty Hinkle* _____
ASSISTANT COUNTY ADMINISTRATOR DATE 3/6/13

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	0				
Operating Costs	\$100,000				
External Revenues	(\$100,000)				
Program Income (County)					
In-Kind Match (County)	0				
 Net Fiscal Impact	 0				
 # Additional FTE Positions (Cumulative)	 0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2242 Object 3129

Reporting Category _____

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

The FY2011 Port Security Grant is funded through the United States Department of Homeland Security FY 2011 Port Security Grant. There is no match requirement associated with this award. No additional positions are needed and no County funds are required.

FY2011 Port Security Grant	<u>\$100,000</u>
Total Program Budget	<u>\$100,000</u>

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

John H. ... 2/27/13
OFMB
*SW 2/27/13
2/27/13
2/26
PC*

Dr. J. Jacobson 3/5/13
Contract Administration
3-5-13 B. Cobble

B. Legal Sufficiency:

Randee E. ... 3/6/13
Assistant County Attorney

C. Other Department Review:

Department Director

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

FUND 1152 - Sheriff's Grants Fund

BLEX 160 022573-1176
BGRN 160 022573-322

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
Revenues								
FY2011 Port Security Grant								
160-2242-3129	Federal Grant - Other Public Safety	0	0	100,000		100,000		
TOTAL REVENUES		5,064,394	\$7,549,778	\$100,000	\$0	\$7,649,778		
Expenditures								
FY2011 Port Security Grant								
160-2242-9498	Transfer to Sheriff's Fund 1902	0	0	100,000		100,000		
TOTAL EXPENDITURES		5,064,394	\$7,549,778	\$100,000	\$0	\$7,649,778		

Attachment #

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

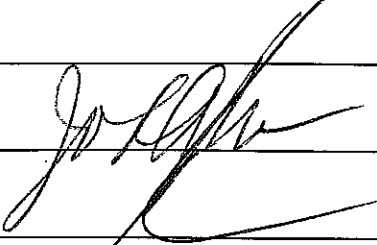

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of March 12, 2013



 2/27/13
 S.W.
 2/25/13

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, awarded \$1.8 million to the PORT from the FY2011 Port Security Grant Program (Award #EMW-2011-PU-00144); and

WHEREAS, the PORT allotted \$300,000 in grant funds from the 2011 Port Security Grant Award, to provide advanced marine and tactical training.

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 FY2011 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 FY2011 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. Host advanced marine and tactical training classes for the region.
- B. Comply with the FY2011 PSGP grant reporting requirements.
- C. Provide quarterly reimbursement requests to the PORT with supporting documentation (invoices, cancelled checks, etc.).
- D. Complete the project within the grant period and no later than the termination date set forth herein.
- 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 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 \$100,000 for expenses associated with the FY2011 Port Security Grant Program.

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 June 30, 2013 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 11th 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: Jaxet L. Long

By: Manuel Almira
Manuel Almira, Executive Director

Dated: 1/10/13

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY _____

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: Keeler Shephard

By: Ric L. Bradshaw
Ric L. Bradshaw

Dated: 11/29/12

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Joe Bradshaw #7028 fv
Colonel Joe Bradshaw, Esq.