

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
External Revenues	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund 1300 Dept _____ Unit _____ Object _____

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

The operating/maintenance cost of the firefighting watercraft is estimated to be \$20,000 annually (funded by the Fire Rescue Main MSTU). Staffing will be implemented using existing personnel and storage at a local marina is estimated to cost \$5,000 annually.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 12/27/13
 OFMB 12/26 SN 12/26/13
Barbara Whelan 1-3-14
 for Contract Dev. and Control

B. Legal Sufficiency

[Signature] 1-6-14
 Assistant County Attorney

C. Other Department Review:

 Department Director

DONATION AGREEMENT

THIS AGREEMENT was made and entered into this 3rd day of December , 2013, by and between the PALM BEACH COUNTY SHERIFF'S OFFICE, hereinafter referred to as "SHERIFF", and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "PBCFR".

WHEREAS, the SHERIFF holds title to (5) assets, hereinafter referred to as "ASSETS", which the SHERIFF has classified as surplus, obsolete, or the continued use of which is uneconomical or inefficient, and said ASSETS are identified as follows:

YEAR	MAKE	MODEL	VIN NUMBER
2003	CONTENDER	BOAT	JDJ31623A303
2001	FLOAT-ON	TRAILER	40YBF33241F000091
2008	MERCURY	MOTOR	1B716141
2008	MERCURY	MOTOR	1B701816
	RAYMARINE	RADAR PKG	0290467

WHEREAS, PBCFR has requested, and the SHERIFF has agreed to donate and transfer title to said ASSETS to PBCFR for the department's use in support of its Fire Rescue operations.

IT IS HEREBY AGREED that the SHERIFF and PBCFR will faithfully abide by and be bound by the following terms and conditions:

1. The SHERIFF agrees to donate and transfer title to said ASSETS to PBCFR exclusively for use in its Fire Rescue operations. The PBCFR agrees to pay all costs associated with the transfer of the ASSETS from the Sheriff to PBCFR.
2. Title to said ASSETS will be transferred from the SHERIFF to PBCFR for the use outlined in paragraph 1. PBCFR agrees to promptly complete and file all necessary paperwork to properly effect transfer of title and registration of the ASSETS from the SHERIFF to PBCFR. Proof that all necessary documents have been filed with the Department of Highway Safety and Motor Vehicles shall be provided to the SHERIFF upon request.
3. In no event will PBCFR lease, loan, sell or transfer title, ownership and/or control of said ASSETS for a period of two (2) years from the date title is

transferred unless PBCFR determines that the continued use of the ASSETS are uneconomical or inefficient.

4. PBCFR agrees to insure the assets for liability related to their use and operation and to the extent permissible by Florida law, agrees that it is the parties' intent that the Sheriff will not assume any liability relative to the use and/or operation of said ASSETS by PBCFR.
5. Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the SHERIFF shall indemnify PBCFR for any actions, claims or damages arising out of the SHERIFF's negligence in connection with this Agreement, and PBCFR shall indemnify the SHERIFF for any actions, claims, or damages arising out of PBCFR'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.
6. PBCFR agrees to provide and pay all costs associated with the maintenance, repair and servicing of the ASSETS.
7. This AGREEMENT shall take effect upon approval of the SHERIFF and PBCFR.
8. The SHERIFF and PBCFR each warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity or expression; and that no person shall, based on any of said grounds, be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of this Agreement.
9. Each party's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.
10. PBCFR and the SHERIFF shall maintain records associated with this Agreement, including, but not limited to all accounts, financial and technical records, research or reports in accordance with Florida's public records law and any other applicable law.

The SHERIFF shall maintain adequate records relating to this Agreement for at least three (3) years after completion of this Agreement. PBCFR 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.

11. Any dispute or conflict between the parties that arises under this Agreement shall be presented in writing to the parties' representatives set forth in Section 13 of this Agreement, or their respective designees. The parties' representatives, or their designees, shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.
12. All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to PBCFR shall be mailed to:

Palm Beach County Fire Rescue
Attn: Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411

and if sent to the SHERIFF shall be mailed to:

Palm Beach County Sherrif's Office
Attn: Colonel Joe Bradshaw, Department of Legal Affairs
3228 Gun Club Road
West Palm Beach, FL 33406

Each party may change its address upon notice to the other.

13. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the SHERIFF and/or PBCFR.
14. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable,

the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

**PALM BEACH COUNTY
SHERIFF'S OFFICE**

BY: *Teresa Keeney*

BY: *[Signature]*
Ric L. Bradshaw, Sheriff
Or his Designee

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

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

BY: _____
Deputy Clerk

BY: _____
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

BY: _____
County Attorney

BY: *[Signature]*
Fire Rescue