

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 3, 2014  Consent  Regular  
 [ ] Workshop [ ] Public Hearing  
 Department \_\_\_\_\_  
 Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve and ratify** a Donation Agreement with the Palm Beach County Sheriff's Office effective retroactively to July 16, 2013; and
- B) **approve** a Supplemental Agreement to Donation Agreement with the Palm Beach County Sheriff's Office effective retroactively to July 16, 2013 .

**Summary:** The Palm Beach County Sheriff's Office (Sheriff) has donated to the County certain pump equipment acquired by the Sheriff through a federal grant program through the City of Miami. The Thompson 6ft. High Head Pump (Model No. 6JCEN-Serial No. CJSCEN-211) may be used by Fire Rescue to dewater severe flooding or as a fixed pump for long-term fire pump operations, and has a value of \$46,214. Due to the timing of the donation, Fire Rescue Administration signed a Donation Agreement with the Sheriff to accept the donated pump. The Supplemental Agreement addresses certain standard County contract provisions that should have been included in the Donation Agreement first prepared by the Sheriff. Palm Beach County shall be subject to the terms and conditions of the original grant program and agreement through which the pump equipment was acquired by the Sheriff and donated to the County.

Countywide (SB)

**Background and Policy Issues:**

The Sheriff acquired the Thompson 6ft. High Head Pump through a federal grant program and Memorandum of Agreement (MOA) for Participating Miami UASI Grant Agencies for Distribution of Equipment with the City of Miami. The donated pump will be used by the County Fire Rescue Department to assist in dewatering severely flooded areas. The pump can also be used as a fixed pump for long-term fire pump operations.

**Attachments:**

- 1. Donation Agreement
- 2. Supplemental Agreement to Donation Agreement
- 3. Documentation from the City of Miami

Recommended By:  5/2/14  
 Deputy Chief Date

Approved By:  5/2/2014  
 Fire-Rescue Administrator Date

Approved By:  \_\_\_\_\_  
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative )</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_ No \_\_\_

Budget Account No.: Fund 1300 Dept 440 Unit \_\_\_ Object

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

The fiscal impact associated with the approval and ratification of this item will be the addition of the donated item to Fire Rescue's capital inventory valued at \$46,214.

C. Departmental Fiscal Review: Michael Mantz

III. REVIEW COMMENTS

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

5/15/14  
5/15/14  
OFMB  
5/18/2014

5/15/14  
Contract Dev. and Control  
5-15-14  
5/15/14

B. Legal Sufficiency:

5/15/14  
Assistant County Attorney

C. Other Department Review:

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

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

This Agreement is entered into this 16th day of July, by and between the Sheriff of Palm Beach County, Florida, herein referred to as "SHERIFF" and Palm Beach County Fire Rescue herein referred to as "AGENCY".

WHEREAS, the SHERIFF is a constitutional officer of the State of Florida, whose offices are at 3228 Gun Club Road, West Palm Beach, Palm Beach County, Florida, and the AGENCY is a County Fire Department; and

WHEREAS, the SHERIFF has received grant funds and is authorized to purchase equipment through such funds in order to donate equipment to the AGENCY; and

WHEREAS, the AGENCY agrees to accept ownership of the equipment and abide by all requirements, special conditions, certifications, and any applicable state and federal rules, regulations, and laws set forth in the grant/contract agreement, contained in "Attachment B";

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

**Article 1. SHERIFF agrees to:**

- A. Purchase equipment with grant funds and donate the equipment listed on Attachment A to the AGENCY.  
This equipment is being purchased new and donated to the AGENCY unused by the SHERIFF. The SHERIFF makes no representations, guarantees, or warranties regarding the condition or useful life of the property and assumes no liability whatsoever relating to the use and/or operation of the equipment.

**Article 2. AGENCY agrees to:**

- A. Use said equipment according to the scope of work or project narrative contained in the grant/contract agreement and shall comply with all terms and conditions of the grant/ contract agreement.
- B. Dispose of said equipment after written consent by the SHERIFF. If and when the SHERIFF approves of the AGENCY selling or disposing of said equipment, the AGENCY will dispose of the equipment according to the rules and regulations specified in the grant/contract agreement.
- C. Submit an inventory report to the SHERIFF as requested in a timely manner. The inventory shall include but is not limited to: the make, model, serial number, location, Point of Contact ("POC"), condition of equipment and any further information as requested.
- D. Provide/make available the equipment for inventory and audit site visits as requested by the SHERIFF, and/or authorized State/Federal grantor agency.

- E. The AGENCY shall be responsible for paying all costs associated with providing proper maintenance, service, and replacement of said equipment.
- F. The AGENCY shall assign a POC to serve as the main liaison and partner who has functional authority to discuss and assess the equipment's status and modify the equipment's programmatic intent, if applicable.

**Article 3. Indemnification**

- A. 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 the AGENCY for any actions, claims or damages arising out of the SHERIFF's negligence in connection with this Agreement, and the AGENCY shall indemnify the SHERIFF for any actions, claims, or damages arising out of the AGENCY'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 4. Liability**

- A. The SHERIFF recognizes its liability for certain tortious 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.
- B. The AGENCY recognizes its liability for certain tortious 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 AGENCY may possess and AGENCY reserves all such rights as against any and all claims that may be brought under this Agreement.

**Article 5. 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 6. Notices/Point of Contact**

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 by 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:

George Forman, COO  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

With a copy to:

Terence Feeney  
Division Manager, Purchasing  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

If to **AGENCY** to:

**Article 7. 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 8. 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 9. 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 10. Governing Law and Venue**

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

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

ATTEST:

AGENCY

By: MR. [Signature]

By: MARK R. ANDERSON, Deputy Chief  
Name/Title of Chief Executive Official

Dated: July 23, 2013

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: Maj. Robert P. Allen

By: [Signature]  
Ric L. Bradshaw or his Designee

Dated: 16<sup>th</sup> Aug 2013



**City of Miami Fire Rescue**

**1151 NW 7<sup>th</sup> Street Miami FL 33136**

**Equipment Possession Acknowledgement**

**Date: 04/24/2013**

**From: City of Miami Fire Rescue**

**To: Palm Beach Sherriff's Office**

**Equipment description: Thompson 6" High Head Pump -Model: 6JCEN-DJDST-45T WITH CANNOPY**

**Quantity: 1 Serial #: 6JSCEN-211 UASI #: MIA4951**

**Visible damage: None**

**Received by - Print Name: Sgt. Mike Hans #6561**

**Signature: [Handwritten Signature] #6561 Date: 4/24/2013**

**Attachments: \_\_\_\_\_ pictures: \_\_\_\_\_**



**City of Miami Fire Rescue  
Department of Emergency Management  
444 SW 2<sup>nd</sup> Avenue 10<sup>th</sup> Floor  
Miami FL 33130**

By acknowledging this agreement, Palm Beach Sherriff's Office assumes responsibility for the equipment being distributed, to include maintenance and custody, until such time as an MOA can be signed by the City of Miami and , Palm Beach Sherriff's Office

Acknowledged by: Sgt. M. Hans #6561  
Print Name

Signature: [Handwritten Signature] #6561 Date: 4/24/13



## EQUIPMENT DONATION FORM

Asset	Description	Serial	Make	Model
65568	Thompson 6ft. High Head Pump- Model # 6JCEN-DJDST-45T W/Canopy	CJSCEN-211	Thompson	6JCEN-DJDST-45T w/canopy


### ACKNOWLEDGEMENT OF RECEIPT FROM

*Palm Beach County Fire Rescue*

The above listed equipment have been received by the below listed individual, pursuant to Agreement with the Palm Beach County Sheriff's Office:

Sgt. Mike Hans ID#6561  
Donor (Print Name)

MARK ANDERSON, DEPUTY CHIEF #7635  
Recipient (Print Name)

 #6561  
Donor's Signature      8/05/13  
Date

 8/6/13  
Recipient's Signature      Date

**MEMORANDUM OF AGREEMENT  
FOR PARTICIPATING MIAMI UASI GRANT AGENCIES  
FOR DISTRIBUTION OF EQUIPMENT  
"Palm Beach County Sheriff's Office"**

This Memorandum of Agreement (the "Agreement") is entered into this 27<sup>th</sup> day of August, 2013, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and Palm Beach County Sheriff's Office, (the "Participating Agency").

**RECITALS**

WHEREAS, the United States Department of Homeland Security ("USDHS"), through the State of Florida Division of Emergency Management, has sub-granted the Urban Area Security Initiative ("UASI") Grant Program 2008 to the City of Miami, accepted pursuant to Resolution No. 09-0413, adopted September 10, 2009, as well as the UASI Grant Program 2009, accepted pursuant to Resolution No. 10-0290, adopted July 8, 2010, to provide funds to address the unique equipment, training, planning, exercise and operational needs for urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, in accordance with the UASI 2008 and 2009 Grant Program, the participating agencies of the City of Hialeah, City of Miami Gardens, City of Miami Beach, City of Miramar, Broward County Sheriff's Office, Broward County Emergency Management Agency, City of Ft. Lauderdale, Palm Beach County Sheriff's Office, Palm Beach County Board of County Commissioners, Monroe County, Miami-Dade County, Village of Key Biscayne, added to these Resolutions will comply with and uphold the Memoranda of Agreements ("Agreement"), deemed as being incorporated by reference herein, which will now include the distribution of equipment as identified in "Attachment A", which specifies responsibilities, use, maintenance, inventory, and disposal responsibilities in accordance with the UASI grant's policies; and

WHEREAS, the Miami City Commission, by Resolution No. 13-0279, adopted on 7/11/2013, has authorized the City Manager to enter into this Agreement with the Broward County Sheriff's Office on behalf of the City of Miami; and

*R&R # 13-1205*  
*Palm Beach*

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follow:

**I. PURPOSE**

- A. This Agreement delineates the transfer of Federal UASI grant funded equipment, from the Sponsoring Agency to the Participating agency, and identifies such in "Attachment A" per Participating Agency.
- B. This Agreement stipulates the Participating Agency's responsibilities for said equipment as per the Sponsoring Agency's and the UASI grant's guidelines.
- C. This Agreement describes the intent and sole purpose of equipment as used in coordination by the Participating Agency for the participation, use, and availability of "Regional" equipment. "Regional", for the purposes of this grant and it's participants, is equipment or training that shall benefit and be made available to UASI participants (the "Requesting Agency"), as part of the collaboration of South Florida local and state first responder agencies, as listed above, as well as other South Florida local and state first responder agencies who execute the required Agreement(s) , in working effectively and efficiently together to prepare for, respond to, and recover from man-made or natural disasters.

**II. PARTICIPATING AGENCY'S RESPONSIBILITIES**

- A. The Participating Agency shall not sell or otherwise dispose of this equipment without the written consent of the Sponsoring Agency. If and when the Sponsoring Agency approves of Participating Agency selling or disposing of said equipment, the Participating Agency will dispose of equipment properly.
- B. The Participating Agency shall submit an inventory report to the Sponsoring Agency when requested and in a timely manner. The inventory reports shall include but not limited to: the make, model, serial number, location, Point of Contact ("POC") who has functional authority, condition of equipment and any additional information as requested.
- C. The Participating Agency shall provide/make available the equipment for inventory and audit site visits as requested.

- D. The Participating Agency shall be fully responsible for the funding and coordination of maintenance to keep the "Regional" equipment in-service, fully operational, and available for use in the event the Requesting Agency requires the use of the listed equipment in "Attachment A".

### III. CONDITIONS: DEFAULT, REMEDIES, TERMINATION

- A. This Agreement may be modified or amended only by the written agreement of the Sponsoring and the Participating Agency, respectively. Any amendment to this Agreement shall employ the same formalities as were used for the execution of this Agreement.
- B. **EVENT OF DEFAULT** - If the Participating Agency fails to comply with any of the responsibilities or obligations listed above in this Agreement, or if the responsibilities of the Participating Agency are not met, provided, or responded to in a timely manner or of the Participating Agency fails to comply with any applicable law, rule or regulation that provides for the proper expenditures of UASI funds or use of equipment, the Sponsoring Agency has the option, in its discretion, to terminate the Agreement.
- C. **REMEDIES** - If an Event of Default occurs, then the Sponsoring Agency may, after thirty calendar days written notice to the Participating Agency and upon the Participating Agency's failure to fully cure the Event (s) of Default within those thirty days as determined by and subject to the reasonable exercise of judgment of the Sponsoring Agency who at its option, may exercise any one or more of the following remedies, either singularly, concurrently or consecutively:
- a. Terminate this Agreement, provided that the Participating Agency is given at least thirty days(30) prior written notice of the termination. The notice of termination shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested and this Agreement will be automatically terminated as of the expiration of the thirty(30) day period without the necessity of further action ;

- b. Institute appropriate civil action(s) to enforce performance of this Agreement , to recover moneys distributed under this Agreement among other civil remedies available under Florida law ;
- c. Require that the Participating Agency refund to the Sponsoring Agency any monies used for ineligible purpose under the laws, rules and regulations governing the use of the these funds;
- d. Request additional information from the Participating Agency to determine the reasons for or the extent of non-compliance or lack of performance;
- e. Require that the Participating Agency return all distributed equipment identified in "Attachment A" to the Sponsoring Agency

D. TERMINATION – The Sponsoring Agency may terminate the Agreement for cause after thirty days written notice. Cause can include, without limitation, misuse of funds, inability to demonstrate appropriate use of funds or equipment , fraud, lack of compliance with Section II and any other applicable rules, laws and regulations, failure to perform on time, and refusal by the Participating Agency to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

E. FUNDING CONTINGENCY-

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in laws, regulations, or program requirements upon thirty (30) days written notice.

F. COUNTERPARTS-

This Agreement may be executed in three or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

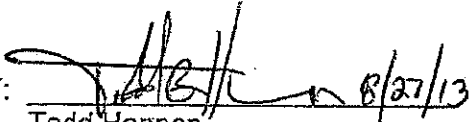
G. ENTIRE AGREEMENT:

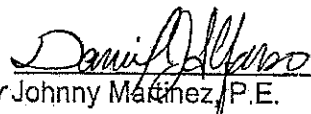
This Agreement and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**SPONSORING AGENCY**

THE CITY OF MIAMI, a municipal Corporation of the State of Florida

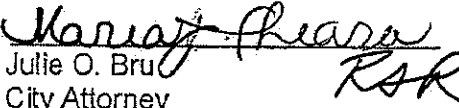
ATTEST:

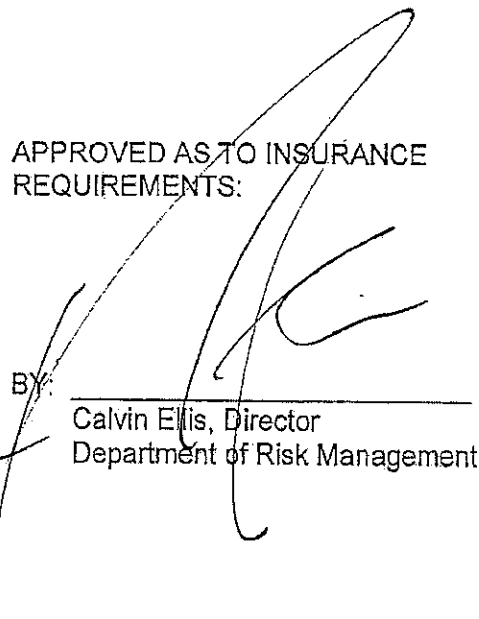
BY:  8/27/13  
Todd Hannon  
City Clerk

BY:   
for Johnny Martinez, P.E.  
City Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

APPROVED AS TO INSURANCE REQUIREMENTS:

BY:   
Julie O. Bru  
City Attorney

BY:   
Calvin Ellis, Director  
Department of Risk Management

PARTICIPATING AGENCY  
"Palm Beach County Sheriff's Office"

ATTEST:

Keeler Shephard  
Name: KEELER SHEPHARD  
CLERK  
Title: CLERK

BY: [Signature]  
NAME: RIC L. BRADSHAW  
TITLE: Sheriff  
Authorized Officer

APPROVED AS TO FORM AND  
CORRECTNESS:

[Signature]  
Participating Agency Attorney

## Attachment A: Regional Distribution of Equipment

Recipient/Agency	Item/Description	Quantity	Cost	Total Cost
City of Hialeah	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	2	\$7,918.00	\$15,836.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
City of Miami Gardens	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	1	\$7,918.00	\$7,918.00
City of Miami Beach	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	1	\$7,918.00	\$7,918.00
City of Miramar	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	1	\$7,918.00	\$7,918.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
Broward County Sheriff's Office	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	1	\$7,918.00	\$7,918.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
	BARATECH - Interstate/Motorway VSK (Model #22-796855)	1	\$11,898.40	\$11,898.40
Broward County Emergency Management	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	5	\$7,918.00	\$39,590.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
City of Ft. Lauderdale	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	5	\$7,918.00	\$39,590.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00



Recipient Agency	Item Description	Quantity	Cost	Total Cost
Palm Beach County Sheriff's Office	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
Palm Beach County	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	3	\$7,918.00	\$23,754.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
	PARATECH - Interstate/Motorway VSK (Model #22-796855)	1	\$11,898.40	\$11,898.40
City of Miami	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	6	\$7,918.00	\$47,508.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
	PARATECH - Interstate/Motorway VSK (Model #22-796855)	1	\$11,898.40	\$11,898.40
Monroe County	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	5	\$7,918.00	\$39,590.00
Miami-Dade County Fire Department	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	5	\$7,918.00	\$39,590.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
Miami-Dade Police Department	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	3	\$7,918.00	\$23,754.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00
	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/o Canopy (Model #6JSCEN-DJDST-45T-M)	1	\$29,933.00	\$29,933.00
Village of Key	VOLVO CONSTRUCTION EQUIP - Lightsource Light Tower (Model #LSC-60HZ-T4F)	2	\$7,918.00	\$15,836.00

Recipient Agency	Item Description	Quantity	Cost	Total Cost
Biscayne	THOMPSON PUMP & MANUFACTURING - 6" Thompson Pump w/ Canopy (Model #6JSCEN-DJDST-45T-MC)	1	\$46,214.00	\$46,214.00

\$475,736.40

# City of Miami

DANIEL ALFONSO  
City Manager

MAURICE L. KEMP  
Fire Chief



February 28<sup>th</sup>, 2014

Janet Cid  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

**RE: Distribution of Equipment Memorandum of Agreement**

Ms. Cid:

This letter serves as official notification per the Memorandum of Agreement (MOA) between the City of Miami and the Palm Beach County Sheriff's Office (PBCSO) for the Distribution of Equipment, Section II, Subsection A, "the Participating Agency shall not sell or otherwise dispose of this equipment without the written consent of the Sponsoring Agency", that the PBCSO has requested to transfer the following asset to Palm Beach County:

- (1) 6" Thompson Pump w/ Canopy
- Model #6JSCEN-DJDST-45T-MC
- Serial #6JSCEN-211
- PBCSO Asset #65568
- UASI #MLA4951

The ownership of this equipment will be transferred to Palm Beach County (PBC) as well as the responsibilities within the MOA. PBC will continue to follow the existing MOAs stipulations which include proper use, storage, maintenance, and other responsibilities of the equipment, as well as visit sites and inventory reports as necessary.

Should you have any questions concerning this document or require information regarding reimbursements, please contact me at (305) 416-5429 or via email [kjordahl@miamigov.com](mailto:kjordahl@miamigov.com).

Sincerely,

*by dahl for*  
*Pete Gomez,*  
*AFC*

Pete Gomez, AFC  
Urban Area Security Initiative  
Program Manager

PG/kj

**SUPPLEMENTAL AGREEMENT TO  
DONATION AGREEMENT BETWEEN PALM BEACH COUNTY AND THE  
PALM BEACH COUNTY SHERIFF'S OFFICE**

**THIS SUPPLEMENTAL AGREEMENT**, dated \_\_\_\_\_, 2014, to Donation Agreement between Palm Beach County and the Palm Beach County Sheriff's Office, dated July 16, 2013 and ratified June 3, 2014, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "AGENCY"), and the Palm Beach County Sheriff's Office (hereinafter referred to as "SHERIFF").

**WITNESSETH:**

**WHEREAS**, the parties have entered into that certain Donation Agreement dated July 16, 2013 and ratified June 3, 2014, hereinafter referred to as the "AGREEMENT", whereby the SHERIFF agreed to donate to the AGENCY certain pump equipment acquired by the SHERIFF through a federal grant program through the City of Miami; and

**WHEREAS**, pursuant to the Agreement, on August 6, 2013, the SHERIFF donated, and the AGENCY accepted, one (1) Thompson 6ft High Head Pump (SHERIFF Asset 65568, Model No. 6JCEN-DJDST-45T, Serial No. CJCEN-211) with Canopy; and

**WHEREAS**, the AGENCY has determined that certain standard AGENCY contract provisions were inadvertently omitted from the Agreement; and

**WHEREAS**, the SHERIFF and AGENCY are in agreement these standard provisions should be included.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the SHERIFF and the AGENCY agree as follows:

1. The AGREEMENT is hereby amended to revise **Article 6, Notices/Point of Contact**, as follows:

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 by a nationally recognized overnight carrier, addressed as follows:

If to <b>SHERIFF</b> to:	Ric L. Bradshaw Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406
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With a copy to: George Forman, COO  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

With a copy to: Terence Feeney  
Division Manager, Purchasing  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

If to AGENCY to: Fire Rescue Administrator  
Palm Beach County Fire Rescue  
405 Pike Road  
West Palm Beach, Florida 33411

2. The AGREEMENT is hereby amended to add the following articles:

**"Article 11. Non-Discrimination**

The SHERIFF and AGENCY 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.

**Article 12. Non-Appropriations**

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.

**Article 13. Records**

The SHERIFF shall maintain adequate records relating to this Agreement for at least three (3) years after completion of this Agreement. The AGENCY 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 14. Conflict Resolution**

Any dispute or conflict between the parties that arises under this Agreement shall be presented in writing to the parties' representatives set forth in 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.

3. All other provisions of the AGREEMENT are hereby confirmed and, except as specifically provided for herein, are not otherwise altered or amended and shall remain in full force and effect.
4. This Supplemental Agreement to the AGREEMENT shall take effect retroactive to July 16, 2013.

**[The remainder of this page left blank intentionally]**

IN WITNESS WHEREOF, PROVIDER and the COUNTY have made and executed this Supplemental 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: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

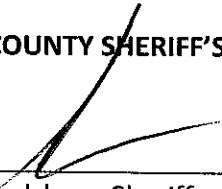
By: \_\_\_\_\_  
County Attorney

By:   
Fire-Rescue

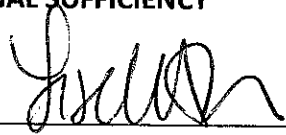
ATTEST:

PALM BEACH COUNTY SHERIFF'S OFFICE

By: 

By:   
Ric L. Bradshaw, Sheriff, or  
his designee

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  #7008  
Legal Counsel