

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 2, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:		
Submitted By:	<u>Palm Beach County Sheriff's Office</u>	
Submitted For:	<u>Palm Beach County Sheriff's Office</u>	

I. EXECUTIVE BRIEF


**Motion and Title:** Staff recommends motion to: **A) Accept** on behalf of the Palm Beach County Sheriff's Office, an Interlocal Agreement between the Palm Beach County Sheriff's Office and the Port of Palm Beach of Palm Beach County in the amount of \$22,500, for the period of March 2, 2017 through August 31, 2017; and **B) Approve** a budget amendment in the amount of \$22,500 in the Sheriff's Grant Fund.

**Summary:** On March 2, 2017, the Palm Beach County Sheriff's Office (PBSO) received a U.S. Department of Homeland Security Federal Emergency Management Agency FY2016 Port Security grant award through the Port of Palm Beach District. These funds will be used for equipment and operating expenses to conduct training exercises at the Port. There is a \$7,500 cash match associated with this award which will be provided through our general funds. Countywide (LDC)

**Background and Justification:** The U.S. Department of Homeland Security Federal Emergency Management Agency, through the Port Security Grant Program (PSGP), supports the implementation of the State Homeland Security Strategy to address the identified planning, equipment, training, and exercise needs for acts of terrorism. In addition, PSGP supports the implementation of the National Preparedness Goal, the National Incident Management System, and the National Response Plan. The Catalog of Federal Domestic Assistance (CFDA) Number for this program is 97.056 and the Contract number is EMW-2016-PU-00572.

- Attachments:**
- 1. Budget Amendment
  - 2. Interlocal Agreement

=====

RECOMMENDED BY:		H-19-17
	DEPARTMENT DIRECTOR	DATE

APPROVED BY:		4/29/17
	COUNTY ADMINISTRATOR	DATE

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$30,000				
External Revenues	(\$22,500)				
Program Income					
(County)	\$0				
In-Kind Match (County)	\$0				
Net Fiscal Impact	\$7,500				
# Additional FTE					
Positions	0				
(Cumulative)					

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

Budget Account No.: Fund 1152 Agency 160 Org 2315 Object 3129

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

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

The Port Security Grant Program (PSGP) is funded by the U.S. Department of Homeland Security Federal Emergency Management Agency. There is a \$7,500 match associated with this award.

FY16 Port Security Grant Program	\$22,500
Cash Match	<u>\$ 7,500</u>
Total Program Budget	\$30,000

## III REVIEW COMMENTS

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

Lisa Rene 4/21/17  
OFMB/ET 4/21/17  
AK 4/21/17

D. S. Jacobson 4/24/17  
Contract Administration

### B. Legal Sufficiency:

ADG/pmr 4/24/17  
Assistant County Attorney

### C. Other Department Review:

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

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

17- 0117

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Page 1 of 1

BGEX 042117\*1208  
BGRV 042117\*440

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>								
<u>Port Security Grant FY17</u>								
160-2315-3129	Federal Grant - Other Public Safety	0	0	22,500	0	22,500		
<b><u>TOTAL REVENUES</u></b>		874,780	\$7,050,900	\$22,500	\$0	7,073,400		
<b>Expenditures</b>								
<u>Port Security Grant FY17</u>								
160-2315-9498	Transfer to Sheriff's Fund 1902	0	0	22,500	0	22,500		
<b><u>TOTAL EXPENDITURES</u></b>		874,780	\$7,050,900	\$22,500	\$0	7,073,400		

Palm Beach County Sheriff's Office

Signatures

Date

By Board of County Commissioners  
At Meeting of May 2, 2017

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

4-19-17  
  
4/20/17

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 \$1,000,000 to the PORT from the FY2016 Port Security Grant Program (Award #EMW-2016-PU-00572); and

**WHEREAS**, the PORT allotted \$22,500 in federal grant funds from the 2016 Port Security Grant Award, to provide equipment for training exercises at the Port.

**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 FY2016 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 FY2016 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 a minimum of (1) training exercise at the Port of Palm Beach.
- B. Provide a 25% cash match in the amount of \$7,500.
- D. Comply with the FY2016 PSGP grant reporting requirements.
- E. Provide monthly or quarterly reimbursement requests to the PORT with supporting documentation (invoices, cancelled checks, etc.).

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

G. 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 \$22,500 for expenses associated with the FY2016 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 August 31, 2017 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:

Lisa Rubin, 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**

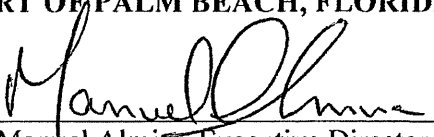
The SHERIFF and PORT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise 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.

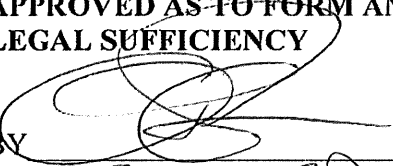
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the last date all signatures below are affixed.

**PORT OF PALM BEACH, FLORIDA**

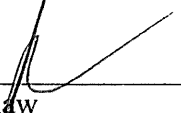
By:   
Manuel Almira, Executive Director

Dated: 2/22/17

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

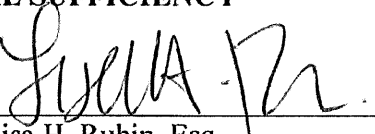
BY   
GREGORY G. PICKEN

**SHERIFF OF PALM BEACH COUNTY**

By:   
Ric L. Bradshaw

Dated: 3/2/17

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
Lisa H. Rubin, Esq.



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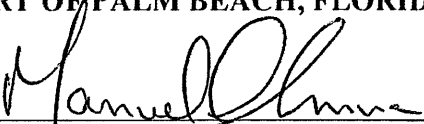
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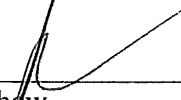
By:   
Manuel Almira, Executive Director

Dated: 2/22/17

**APPROVED AS TO FORM AND  
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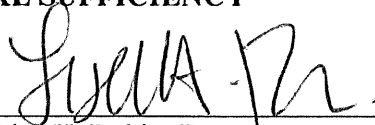
BY   
GREGORY C. PICKEN

**SHERIFF OF PALM BEACH COUNTY**

By:   
Ric L. Bradshaw

Dated: 3/2/17

**APPROVED AS TO FORM AND  
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By:   
Lisa H. Rubin, Esq.