

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date:  November 7, 2017          [ x ] Consent  [ ] Regular
                                                [ ] Workshop  [ ] Public Hearing
Department:    Airports
Submitted By:  Department of Airports
Submitted For: Department of Airports
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Donation Agreement with the Palm Beach County Sheriff's Office (PBSO) whereby security camera equipment at Palm Beach International Airport (PBIA) will be transferred to the County.

Summary: The proposed donation would transfer security cameras and various supporting components to the County for use at PBIA. The cameras and components were purchased by the PBSO in 2013 pursuant to a grant available to law enforcement agencies for airport applications; all equipment was installed at PBIA. The Department of Airports agreed to maintain the system at the date of the original installation in 2013 and will continue that role after the transfer. The Department of Airports has verified the location and condition of all assets included in the transfer. The terms of the grant agreement have expired therefore the County has no grant obligations by taking on these assets. **Countywide (AH)**

Background and Justification: The PBSO maintains law enforcement staffing at PBIA paid by airport revenues. The PBSO working with the Department of Airports and the Transportation Security Administration provides for security at PBIA. The PBSO is able to obtain Law enforcement grants specific to airport environments from time to time, assisting in the overall security environment at PBIA. PBSO's purchase of the equipment to be donated totaled approximately \$200,000 in value. The cameras and various supporting equipment components were installed at PBIA in 2013 and will remain in place.

Attachments:

1. Transfer Agreement with the PBSO (3 originals)

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Recommended By:  _____ 10/11/17
                  [Signature]   Date
                  Department Director
Approved By:     _____ 10/19/17
                  [Signature]   Date
                  County Administrator
  
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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

* No fiscal impact. The Department has been maintaining the assets and will continue to do so after the transfer.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

Amy Keef 10/13/17
 OFMB 10/13/17

J. S. [Signature] 10/11/17
 Contract Dev. and Control
 10/17/17

B. Legal Sufficiency:

Anne Delgant 10-19-17
 Assistant County Attorney

C. Other Department Review:

 Department Director

DONATION AGREEMENT

This Agreement is entered into this _____, 2017, by and between, Ric L. Bradshaw, Sheriff of Palm Beach County, Florida ("Sheriff") and the Board of County Commissioners, Palm Beach County, Florida, hereinafter referred to as the "COUNTY".

WHEREAS, the Sheriff owns a camera system and related equipment, located at the Palm Beach International Airport, (the "property"), the continued ownership of which is inefficient for the Sheriff to maintain, and

WHEREAS, the COUNTY, through its Department of Airports, has requested the donation of this property.

IT IS HEREBY AGREED as follows:

1. The Sheriff hereby transfers, assigns and conveys to COUNTY all right, title and interest in and to the property as listed on Attachment "A" (the "property"), and COUNTY accepts the property donated to them by the Sheriff.
2. The property is being conveyed as is and is being donated to be used by COUNTY in its Airport operations. COUNTY understands that the Sheriff makes no representations or guarantees about the condition or useful life of the property.
3. Upon such transfer and acceptance, COUNTY will assume sole responsibility for this property on the same basis as any other property owned by COUNTY and the Sheriff is relieved of any and all responsibilities or obligations with regard to this property.
4. To the extent and limits provided in Florida Statutes, Section 768.28, COUNTY shall indemnify and hold the Sheriff harmless from any and all claims, causes of action, liabilities, expenses, losses, costs, and damages, including attorney's fees, which may arise by reason of COUNTY's use of the donated property. Under no circumstances will the Sheriff be liable to COUNTY or any other person or entity, for any direct, indirect, incidental, special or consequential damages arising out of or related to this donation or the subsequent use of the property. This provision shall survive expiration of this Agreement.
5. COUNTY agrees that it will only use the property as stated in this Agreement and that it will not further transfer this property to any other entity except in accordance with the law.
6. Notwithstanding Section 4 above, Sheriff acknowledges the property was purchased with UASI grant funding, which has expired. Sheriff certifies to the COUNTY that Sheriff complied with all grant requirements and COUNTY shall not be liable for any act or failure to act by the Sheriff related to the property prior to execution of this Agreement. This provision shall survive expiration of this Agreement.
7. This Agreement shall begin upon execution by both parties and shall terminate upon the transfer of property to the County.
8. 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 citizen or employees of the COUNTY and/or Sheriff.

9. 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 provisions, 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.
10. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

The Remainder of this Page is intentionally left blank.

In Witness Whereof, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of COUNTY and Sheriff has hereunto set its hand the day and year above written.

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESS:

PALM BEACH COUNTY SHERIFF'S OFFICE:

Heidi Sapp
Signature

By: Teresa Keeney
Ric Bradshaw, Sheriff
or his Designee

Heidi Sapp
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Sam Bell
Director of Airports

EQUIPMENT DONATION FORM

Asset	Description	Serial	Make	Model
65781	E602-120/2 Nexsan 120 TB video Storage unit	N/A	Nexsan	120/2 TB SAN
Quantity 27	P3367-V, Axis 5MP Indoor Network Cameras	N/A	Axis	5 mp indoor camera
Quantity 13	P3367-V, Axis 5MP Outdoor Network Cameras	N/A	Axis	5 mp outdoor camera
Quantity 2	24 Port Switch w/ POE & 2 SFP Gigabit Ports	N/A	Antaira Technologies	LNP2602GN
Quantity 2	480W Power Supply	N/A	Antaira Technologies	DRP-480S
Quantity 20	PoE Mid-Spans	N/A	Axis	T8129
Quantity 1	1000VA Rack Mount UPS Backup Unit - Part #UPS-1000VRM1U	N/A	Tripp Lite	smart100rm2u
Quantity 1	20Amp 240V 10-Outlet Power Distribution Unit - Part #PDU240V20A-10	N/A	Tripp Lite	pdu240v20a-10

ACKNOWLEDGEMENT OF RECEIPT FROM*Type name of Recipient Agency*

PBC Department of Airports

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

Terence Feeney
Donor (Print Name)

C. MICHAEL SIMMONS
Recipient (Print Name)

Terence Feeney 9/27/17
Donor's Signature Date

C. Michael Simmons 10/10/17
Recipient's Signature Date