



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-
Is Item Included in Current Budget?	Yes <input checked="" type="checkbox"/>		No		
Does this item include the use of federal funds?	Yes		No <input checked="" type="checkbox"/>		

Budget Account No.: Fund 0001 Department 580 Unit 5232  
Revenue Source \_\_\_\_ /Object \_\_\_\_ Program \_\_\_\_

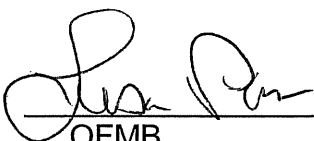
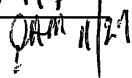
B. Recommended Sources of Funds/Summary of Fiscal Impact:



There are no additional expenses associated with this item. The annual cost for one Recreation Specialist II and two non-permanent employees is \$87,331. These employees are assigned to other job duties at the facility and are only providing assistance to PAL on an as needed basis.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 11/27/17  
OFMB 

 12/5/17  
Contract Development and Control  
12/5/17 

B. Legal Sufficiency:

Anne Helgert 12-5-17  
Assistant County Attorney

C. Other Department Review:

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

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

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE SHERIFF OF PALM BEACH COUNTY FOR USE OF WESTGATE  
RECREATION CENTER FOR YOUTH PROGRAMMING**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Ric Bradshaw, Sheriff, in his official capacity as SHERIFF of Palm Beach County, a State constitutional officer hereinafter referred to as "Sheriff".

**WITNESSETH**

**WHEREAS**, the County owns and operates Westgate Recreation Center; and

**WHEREAS**, the County and Sheriff recognize the benefits to be derived by utilizing each other's personnel expertise, facilities and services; and

**WHEREAS**, the County desires to partner with the Sheriff to operate programs and provide public outreach through its Police Athletic League a 501(c)(3) not-for-profit organization, hereinafter referred to as "PAL"; and

**WHEREAS**, the Sheriff has expressed a desire to utilize PAL to partner with the County to operate programs and public outreach in the Westgate area; and

**WHEREAS**, the Sheriff supports and staffs the efforts of PAL; and

**WHEREAS**, PAL is a youth enrichment program that relies on education and recreational activities to cement and bond and create trust between police officers and youth; and

**WHEREAS**, entering into this Agreement serves a public purpose.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Purpose: The purpose of this Agreement is to enable the Sheriff and County to utilize each other's personnel, expertise, facilities and services, to provide mutually agreed upon community outreach and programming for youth ages 7-17 and to effectively and efficiently manage, operate, and use the County's Westgate Recreation Center.
3. Definitions:
  - A. "County Facilities": facilities on real property owned or operated by the County, excluding facilities that are leased, licensed or under the contractual control of others.
  - B. "Westgate Recreation Center": means County Facilities located at 3691 Oswego Avenue, West Palm Beach, FL 33409, and includes the administrative offices, gymnasium, recreation center, and surrounding park.
  - C. "Department": the Palm Beach County Parks and Recreation Department, located at 2700 Sixth Avenue, South, Lake Worth, Florida 33461.
  - D. "Approved Programs": programs and services for youth ages 7-17.

4. The Sheriff shall:

- A. As the budget permits, provide one (1) Deputy and one (1) Recreation Specialist II and other support staff as needed to operate the Approved Programs at Westgate Recreation Center.
- B. As the budget permits, provide all supplies and equipment needed to operate the Approved Programs including but not limited to: computer, copier, fax machine, telephone, recreation program supplies, etc.
- C. As the budget permits, the Sheriff hereby assumes responsibility for providing, maintaining, or facilitating continuous, adequate and appropriate staffing and supervision for the Approved Programs and assist with facility coverage. Staffing shall be provided by Sheriff employees, Sheriff contractual employees, or Sheriff volunteers.
- D. The Sheriff shall not permit or use Westgate Recreation Center (i) for profitable use by any person, group, or entity; or (ii) as a place of business for any person, group, or entity; or (iii) for any use not directly related to Sheriff's approved use of Westgate Recreation Center unless such use has been consented to by the Director of the Parks and Recreation Department (the "Director"). The Sheriff shall operate the Approved Programs at a minimum, according to the following schedule:

HOURS OF OPERATION (subject to change by the County)

Administrative Office:

Monday – Friday 9:00am to 5:30pm

Recreation Center Hours:

Monday 9:00am – 5:30pm

Tuesday – Friday 9:00am – 9:00pm

Saturday Noon – 6:00pm

Westgate Recreation Center will be closed on recognized legal holidays.

- E. The Sheriff's use of the Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) County's rules, regulations and policies governing the use of Westgate Recreation Center; and (iii) all applicable local, state and federal laws, ordinances, rules and regulations.

5. The County shall:

- A. As budget permits, provide one (1) Recreation Specialist II and two (2) seasonal staff as needed to support Approved Programs at Westgate.
- B. Allow the Sheriff to use Westgate Recreation Center for Approved Programs.
- C. As budget permits, provide office space for one (1) Deputy and one (1) Recreation Specialist II funded by the Sheriff.
- D. As budget permits, provide storage for Approved Program equipment and supplies.
- E. Provide transportation for Approved Program participants and County or Sheriff staff associated with the Approved Program to conduct program activities.
- F. Work with the Sheriff's Information Technology Department to provide technology support for Approved Programs.

6. Insurance:

- A. Without waiving the right to sovereign immunity as provided by Florida Statutes, sec. 768.28, Sheriff acknowledges and represents that Sheriff is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.
- B. In the event Sheriff maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-insurance under Florida Statutes sect. 768.28, Sheriff shall maintain said insurance policies at limits not less than \$500,000 each occurrence. Sheriff shall add the County as an "Additional Insured" with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Property and Real Estate Management Division." Sheriff agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purposes of this paragraph.
- C. Sheriff shall maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.
- D. Compliance with the foregoing requirements shall not relieve Sheriff of its liability and obligation under the Agreement.
- E. Prior to commencing any Approved Program activity, the Sheriff shall ensure that PAL, secures and maintains the Liability Insurance Program of the National Association of Police Athletic Leagues, Inc., in an amount no less than \$1,000,000 General Liability per occurrence, \$1,000,000 Participant Legal Liability, \$300,000 Fire Damage Legal Liability, \$5,000 Medical Expense Payments and \$1,000,000 Products/Completed Operations Aggregate. The insurance policy shall have Palm Beach County listed as Additional Insured and a copy of same shall be provided to the County prior to Sheriff commencing any PAL Program activity. In addition, PAL will maintain Director's and Officers Liability Insurance for Police Athletic Leagues, Inc. naming Palm Beach County as Additional Insured.
- F. Should Sheriff or PAL secure legal liability waivers from the participants in the Approved Programs, the Sheriff shall ensure that the waiver includes the same protection for the County as that provided to the Sheriff or Palm Beach County PAL Inc., through the waiver. Sheriff shall also ensure that PAL, maintains full and complete records of the legal liability waivers for the Approved Programs conducted at Westgate Recreation Center. The records shall be maintained for at least four (4) years after the termination or expiration of this Agreement. The County shall have the right to examine the records for any purpose reasonably related to this Agreement.
- G. The Sheriff shall maintain, on a primary basis and at its sole expense, at all times during the term of this Agreement, the coverages and limits, including endorsements, described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Sheriff, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Sheriff under this Agreement. In the event the Sheriff maintains insurance in lieu of exclusive reliance of self-insurance under

Florida Statutes sect. 768.28, the Sheriff agrees to provide County a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. It shall be the responsibility of the Sheriff to provide initial evidence of the required minimum amounts of insurance coverage to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

Subsequently, in the event the Sheriff maintains insurance in lieu of exclusive reliance of self-insurance under Florida Statutes sect. 768.28, the Sheriff shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

- H. In the event the Sheriff maintains insurance in lieu of exclusive reliance of self-insurance under Florida Statutes sect. 768.28, within forty-eight (48) hours of the County's request to do so, the Sheriff shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the Sheriff shall provide this evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

7. Indemnification: No fees or payments are due by either party for services rendered pursuant to this Agreement.

The parties of this Agreement, and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party and its respective officers and employees or for any third party. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity, or the assumption of liability in excess of that allowed under Section 768.28, Florida Statutes.

To the extent permitted by law, each party shall indemnify and hold harmless the other from any and all liability arising from, or out of their respective negligent acts or omissions, or other wrongful acts in connection with the performance of this Agreement. Nothing in this paragraph shall constitute a waiver of either party's sovereign immunity, as provided in Florida Statutes, Section 768.28.

8. Default: The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Interlocal Agreement and seek damages, if any.

9. Termination: Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days written notice to the other party.

Upon termination of this Agreement, any permanent improvements or additions made by the Sheriff to Westgate Recreation Center shall remain the property of the County. Supplies and equipment purchased by the Sheriff are considered Sheriff property and belong to the Sheriff.

Upon termination or expiration of this Agreement, Sheriff, at its sole cost and expense, if so directed by County, shall remove Sheriff's personal property, removable fixtures, and equipment from Westgate Recreation Center and shall surrender the facility to the County in the same condition, reasonable wear and tear expected. All remaining improvements or property within Westgate Recreation Center, at the option of the County, vest in County.

10. Annual Appropriation: Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.
11. Notice: All notices required in this Agreement shall be sent certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

IF TO COUNTY:

Director of Parks and Recreation  
Palm Beach County Department of Parks and Recreation  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

IF TO SHERIFF:

Attn: Unit Manager of PAL, PBSO  
Palm Beach County Sheriffs Office  
3228 Gun Club Rd  
West Palm Beach, Florida 33406

12. Governing Law and Venue: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. No remedy herein 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.
13. Nondiscrimination: The Sheriff warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, national origin, age, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity or expression or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Sheriff has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if

Sheriff does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the Sheriff will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

14. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance 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. Entirety of Agreement: The County and the Sheriff 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. No 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.
16. Amendment: Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.
17. Waiver: No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
18. Term: The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed annually unless either party provides written notice of its intent to terminate this Agreement to the other party thirty (30) days in advance.
19. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Sheriff certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
20. Criminal History Records Check: If Sheriff's employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the Sheriff shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The Sheriff acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. The Sheriff shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.  
  
The Sheriff shall provide an Affidavit stating its employee, subcontractors and volunteers underwent a criminal history records check and provide a copy of the employee, subcontractor's and volunteer's Affidavit of Good Moral Character. The Sheriff shall keep all records check and affidavits up to date and provide the County names of any subsequent employees, subcontractors and volunteers that utilize Westgate Recreation Center.
21. Access and Audits: If applicable, should any portion of the payments made to Sheriff include Sheriff's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, Sheriff will maintain adequate records to justify all such charges, expenses,

and costs for at least three (3) years after the expiration or termination of this Agreement. The County shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at Sheriff's place of business.

22. No Third Party Beneficiaries: 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.
23. No Agency Relationship: Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.
24. Records: Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public records request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
25. Survival: Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**ATTEST:**

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

**Sharon R. Bock  
Clerk & Comptroller**

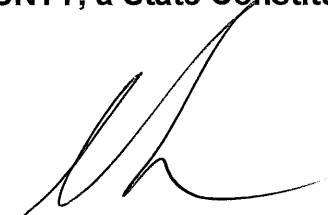
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

**WITNESSES:**

**RIC L. BRADSHAW, IN HIS  
OFFICIAL CAPACITY AS SHERIFF OF PALM  
BEACH COUNTY, a State Constitutional  
Officer**

By: Kathleen Bolander

By:  \_\_\_\_\_  
Ric L. Bradshaw, Sheriff

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Director, Parks & Recreation Dept.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

  
\_\_\_\_\_  
PBSO Agency Attorney



The Palm Beach County Sheriff's Office is currently self-insured for Automobile, Workers' Compensation, General and Professional Liability pursuant to Chapter 768, Florida State Statute. Please direct any concerns regarding general and professional liability to the Palm Beach County Sheriff's Legal Office.

Auto and Workers' Compensation matters should be forwarded to our third party administrator:

***Workers' Compensation***

USIS/Amerisys  
P. O. Box 616648  
Orlando, Florida 32861-6648  
1-800-444-9098

***Departmental Vehicles***

Johns Eastern Company, Inc.  
Nick Mullins, A.I.C. Mgr.  
P. O. Box 110239  
Lakewood Ranch, FL 34211  
(800) 749-3044

All departmentally issued vehicles are covered under PBSO's auto third party administrator. All employees and volunteers are covered under our workers' compensation third party administrator, *provided* that the injury occurred under the employee/volunteer's scope of duties as defined by PBSO.

Catherine Adriance  
Section Manager – Risk Management