

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

364

AGENDA ITEM SUMMARY

Meeting Date: March 13, 2018

Consent
 Workshop

Regular
 Public Hearing

Department: OFMB

Submitted By: OFMB


I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: an agreement with the Palm Beach Sheriff's Foundation for \$50,000 to allocate among police departments and law enforcement officers in Puerto Rico that have suffered structural damage, loss of power, supply shortages, and/or lack of funding to otherwise adequately police the territory.

Summary: At the Comprehensive Plan Public Hearing on January 31, 2018, Commissioner Kerner requested the Board to direct staff to bring an item to the Board for a donation of \$50,000 to assist police forces in Puerto Rico for damages received during Hurricane Maria. This donation will provide stability and safety for the residents so they may remain in Puerto Rico. Countywide (DB).

Background and Policy Issues: At the BCC meeting on October 17, 2017, staff was authorized to make budget transfers and amendments up to \$100,000 for Hurricane Maria related expenditures targeting assistance to residents of Puerto Rico and the U.S. Virgin Islands. To date, less than \$10,000 has been expended.

Attachments: Agreement

Recommended by:  2/27/18
Department Director Date

Approved by:  2/27/18
County Administrator Date

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	<u>50,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>50,000</u>	_____	_____	_____	_____

**# ADDITIONAL FTE
POSITIONS (Cumulative)**

Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of Federal Funds? Yes _____ No X
Budget Account No. Fund 0001 Department 760 Unit 7630 Object _____

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

At the October 17, 2017 meeting, the BCC approved expenditures up to \$100,000 for Hurricane Maria related expenditures targeting assistance to residents of Puerto Rico and the U.S. Virgin Islands.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

<p><u><i>[Signature]</i></u> 2/22/18 OFMB</p>	<p align="center"><u> N/A </u> Contract Dev. and Control</p>
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B. Legal Sufficiency:

[Signature] 2/26/18
 Assistant County Attorney

C. Other Department Review:

N/A
 Department Director

DONATION AGREEMENT

THIS AGREEMENT, dated as of this _____ day of _____, 2018 (the “Effective Date”), is made and entered into by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “COUNTY”) and **THE PALM BEACH COUNTY SHERIFF’S FOUNDATION, INC.**, a Florida non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. Number is N10000004545 (the “NONPROFIT”).

RECITALS

WHEREAS, on September 20, 2017, Hurricane Maria made landfall in Puerto Rico as an extremely powerful Category 4 hurricane;

WHEREAS, the damage in Puerto Rico is in the tens of billions of dollars, leaving millions of families without shelter, electricity, or clean water;

WHEREAS, more than 195,000 evacuees have traveled to Florida in the aftermath of Hurricane Maria, with many arriving in Palm Beach County and more expected every day;

WHEREAS, Governor Scott issued an executive order declaring a state of emergency for every county in Florida due to the efforts required to assist the people of Puerto Rico;

WHEREAS, the COUNTY authorized expenditures up to \$100,000 from departmental operating budgets and general fund contingency reserves for Hurricane Maria Puerto Rico recovery efforts;

WHEREAS, Hurricane Maria caused many Puerto Rican police departments and law enforcement officers significant structural damage, loss of power, supply shortages, lack of adequate staffing, and an overall lack of funding to adequately police Puerto Rico in the storm’s aftermath;

WHEREAS, the COUNTY wishes to provide a donation of \$50,000 to the NONPROFIT to be allocated to Puerto Rican police departments and law enforcement officers;

WHEREAS, the donation will be a one-time donation for which neither the COUNTY’S taxing power nor credit is pledged; and

WHEREAS, the COUNTY finds that providing the donation serves a local public purpose in that, by providing such assistance, the public safety in Puerto Rico will be increased, creating stability and reducing the number of evacuees to Palm Beach County, thereby reducing the demand for and strain on local resources;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

TERMS

Article 1 - Recitals. The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Article 2 - Donation. COUNTY will donate to NONPROFIT a total amount not to exceed \$50,000 for NONPROFIT to allocate among police departments and law enforcement officers in Puerto Rico that have suffered structural damage, loss of power, supply shortages, and/or lack of funding to otherwise adequately police the territory. Payment will be made to the NONPROFIT within forty-five (45) days of fully executed agreement. NONPROFIT shall allocate said funds within six (6) months of this Agreement's Effective Date to be used as provided in this article. NONPROFIT will certify that funds were spent as detailed in this article through a report to the COUNTY within six (6) months of the effective date. Said report shall include the name of the specific law enforcement unit or units receiving the donated funds, the date of the donation, and the amount of donated funds allocated.

Article 3 – Reimbursement. In the event that NONPROFIT allocates the funds for a purpose or in a manner other than that specified in Article 2, COUNTY retains the right to demand reimbursement from NONPROFIT of the amount that was inappropriately allocated without regard to whether NONPROFIT can recover said funds from the recipient. NONPROFIT shall reimburse COUNTY pursuant to this provision within five (5) days of COUNTY's demand.

Article 4 – Audit and Public Records. NONPROFIT acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, F.S., and that it will comply and maintain such records in accordance with Florida's public records laws. NONPROFIT shall maintain records, documents and other evidence to sufficiently establish that funds have been allocated in accordance with this Agreement. Such records shall be maintained in Palm Beach County for at least three (3) years after the date payment is released from NONPROFIT to the ultimate recipient. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, NONPROFIT shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

Article 5 - Termination. COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon three (3) days' notice to NONPROFIT. NONPROFIT may terminate this Agreement for cause upon three days' notice to COUNTY. The parties acknowledge that NONPROFIT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Article 6 - Indemnification. NONPROFIT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or as a result of an enforcement action or otherwise, arising out of this Agreement.

Article 7 – Inspector General. COUNTY has established the Office of Inspector General in COUNTY Code, Section 2-421 - 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the NONPROFIT, and their wholly owned subsidiaries, their officers, agents, employees, and lobbyists in order to ensure compliance with the requirements of this Agreement and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation is a violation of COUNTY Code, Section 2-421 – 2-440, and is punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Article 8 – No Third Party Beneficiary. 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 recipient, or official, employee, or volunteer of either party.

Article 9 - Nondiscrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, NONPROFIT 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, gender identity or expression, or genetic information. NONPROFIT further warrants and agrees that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in its performance of this Agreement.

Article 10 – Agency. Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and NONPROFIT. NONPROFIT is an independent contractor and not an agent or servant of COUNTY.

Article 11 – No Assignability. Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by the NONPROFIT, without the prior written consent of the COUNTY.

Article 12 – Entire Agreement. This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

Article 13 – Amendments. 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.

Article 14 – Waiver. If the COUNTY shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

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IN WITNESS WHEREOF, the COUNTY and NONPROFIT have each caused this Donation Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County
Commissioners:**

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO TERMS
AND CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Sherry Brown
Sherry Brown
Director Office of Financial
Management and Budget

By: PLC
County Attorney

Witnesses:

**THE PALM BEACH COUNTY SHERIFF'S
FOUNDATION, INC.**

By: Martha O'Sullivan
Signature

By: [Signature]
Signature

MARTHA O'Sullivan
Print Name

Richard J. Seymour
Print Name

Board Chairman
Title

(Corporate Seal)