

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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|               |                |   |   |
|---------------|----------------|---|---|
| Meeting Date: | April 16, 2019 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular        |
|               |                | <input type="checkbox"/> Workshop           | <input type="checkbox"/> Public Hearing |

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Department: Fire-Rescue

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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 (Sheriff) to provide ballistic vests and helmets to the County for Fire Rescue training purposes.

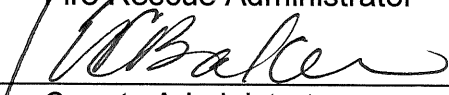
**SUMMARY:** The Sheriff currently owns 40 Point Blank Body Armor ballistic vests and 26 3M Level III ballistic helmets which have expired, are surplus and/or serve no useful function to the Sheriff. This equipment will be conveyed to the County "as is" and will be used by Fire Rescue's Training Division for training purposes only. The Sheriff typically destroys ballistic material after its useful life has been reached or surpassed. Countywide (SB)

**Background and Justification:** This donation will give Fire Rescue's Training Division the ability to train our operational employees to use ballistic gear in the event of a violent mass casualty event. Simulation with actual vests and helmets will greatly enhance this training in preparing our employees for these types of events.

**Attachment:** Donation Agreement

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|-----------------|--|---------|
| Recommended by: |   | 4-4-19  |
|                 | Deputy Chief   | Date    |
| Approved by:    |  | 4-4-19  |
|                 | Fire Rescue Administrator  | Date    |
| Approved by:    |  | 4/12/19 |
|                 | County Administrator   | Date    |

**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                                   | 2019     | 2020  | 2021  | 2022  | 2023  |
|--|----------|-------|-------|-------|-------|
| Capital Expenditures                           | _____    | _____ | _____ | _____ | _____ |
| Operating Costs                                | _____    | _____ | _____ | _____ | _____ |
| External Revenues                              | _____    | _____ | _____ | _____ | _____ |
| Program Income (County)                        | _____    | _____ | _____ | _____ | _____ |
| In-Kind Match (County)                         | _____    | _____ | _____ | _____ | _____ |
| <b>NET FISCAL IMPACT</b>                       | <b>*</b> | _____ | _____ | _____ | _____ |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | _____    | _____ | _____ | _____ | _____ |

Is Item Included in Proposed Budget? Yes \_\_\_ No \_\_\_  
 Does this item include the use of federal funds Yes \_\_\_ No \_\_\_

Budget Account No.: Fund \_\_\_ Dept \_\_\_ Unit \_\_\_ Object/Rev Source \_\_\_

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

\* There is no fiscal impact associated with this donation from the Sheriff.

**C. Departmental Fiscal Review:** Chopelakis for M. Marty

**III. REVIEW COMMENTS**

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

Ralph Bowen 4/5/19  
 OFMB SP 4/4 OAR 4/5

Lucy Roberts for Lewin Carbone  
 Contract Development and Control  
 4/9/19

**B. Legal Sufficiency**

Shirley Brun 4/10/19  
 Assistant County Attorney

**C. Other Department Review:**

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

REVISED 9/03  
 ADM FORM 01

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

## DONATION AGREEMENT

THIS AGREEMENT was made and entered into this \_\_\_ day of April, 2019, by and between the PALM BEACH COUNTY SHERIFF'S OFFICE, hereinafter referred to as "SHERIFF", and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY".

**WHEREAS**, the SHERIFF owns certain ballistic gear which has expired, is surplus and/or serves no useful function to the SHERIFF; and

**WHEREAS**, COUNTY has requested, and the SHERIFF has agreed, that the SHERIFF donate said ballistic gear to COUNTY for use by its Fire Rescue Department ("PBCFR") for training purposes in support of its Fire Rescue operations.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the COUNTY and the SHERIFF do hereby agree as follows:

1. On April 16, 2019, the SHERIFF shall donate, transfer, assign, convey and deliver to COUNTY all right, title, interest and possession in and to 40 body armor ballistic vests and 26 ballistic helmets, as more specifically described in Attachment A (the "ASSETS"), and COUNTY shall accept said ASSETS donated to them by the SHERIFF.
2. The ASSETS are being conveyed as is and are being donated to be used by PBCFR in their Training Division, for training purposes only. COUNTY understands that the ballistic material has expired according to the manufacturers' expiration date, is no longer covered by the manufacturer's warranty and that the SHERIFF makes no representations or guarantees about the condition or useful life of the ASSETS.
3. COUNTY understands and acknowledges that use of the ASSETS presents certain risks and that it is solely responsible to ensure all necessary safety precautions and procedures are taken in connection with the use of the ASSETS.
4. Upon such transfer and acceptance, COUNTY will assume sole responsibility for the ASSETS on the same basis as any other property owned by COUNTY. COUNTY agrees, to the extent permitted by law, that it is the parties' intent that the SHERIFF will not assume any liability relative to the use and/or operation of said ASSETS by COUNTY.

5. Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify SHERIFF for any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and SHERIFF shall indemnify the COUNTY for any actions, claims, or damages arising out of SHERIFF'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, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
6. COUNTY agrees that it will only use the ASSETS as stated in this Agreement and that it will not further transfer this property to any other entity except in accordance with the law.
7. COUNTY agrees to pay all costs associated with maintenance of the ASSETS.
8. This Agreement shall take effect upon approval of the SHERIFF and COUNTY.
9. The SHERIFF and COUNTY 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, gender identity or expression, or genetic information.
10. 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.
11. COUNTY and the SHERIFF shall maintain records associated with this Agreement, including, but not limited to all accounts, operational, financial and technical records, research or reports, in accordance with Florida's public records law and any other applicable law, and for at least four (4) years after the Assets are transferred to the COUNTY. COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit, to the extent that such are public records not subject to an exemption, during normal business hours at the SHERIFF's place of business.
12. Any dispute or conflict between the parties that arises under this Agreement shall be presented in writing to the parties' representatives set forth in Section 13 of

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.

13. All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to COUNTY shall be mailed to:

Palm Beach County Fire  
Rescue Attn: Fire Rescue  
Administrator 405 Pike Road  
West Palm Beach, FL 33411

and if sent to the SHERIFF shall be mailed

to: Palm Beach County Sheriff's Office  
Attn: Department of Legal  
Affairs 3228 Gun Club Road  
West Palm Beach, FL 33406

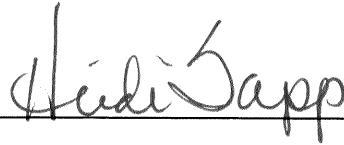
Each party may change its address upon notice to the other.

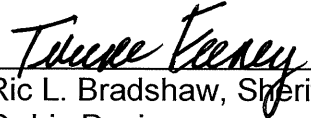
14. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the SHERIFF and/or COUNTY.
15. If any term or provision 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 provision 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.
16. 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 undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

**ATTEST:**

**PALM BEACH COUNTY  
SHERIFF'S OFFICE**

BY: 

BY:  4/4/19  
Ric L. Bradshaw, Sheriff  
Or his Designee

**ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller**

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

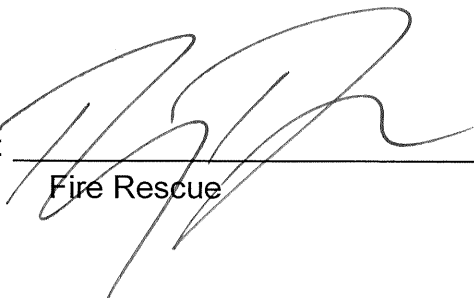
BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Mack Bernard, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

BY:   
County Attorney

BY:   
Fire Rescue

## **Attachment A (the "ASSETS")**

Forty (40) Point Blank Body Armor ballistic vests  
Twenty-Six (26) 3M Level III Ballistic Helmets