Agenda Item: 3F6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Aug	ust 20, 2019	[x] []	Consent Workshop		egular ıblic Hearing
Submitted By: Depa	artment of Airports				
	I. EXECU	TIVE BRIEF			
the Palm Beach C	aff recommends motio ounty Sheriff's Office ational Airport (PBI) wil	(PBSO) wh	ereby secur	ity camer	ement with ra equipment
supporting compone were purchased by the enforcement agencing the Department of installation in 2014 a Airports has verified The terms of the grant were purchased to the support of the terms of the grant were purchased by the support of the suppo	cosed donation would ents to the County for usine PBSO in 2014 pures for airport application Airports agreed to make and will continue that rethe location and conduct agreement have exponthese assets. Coun	rsuant to a rsuant to a ons; all equaintain the sole after the ition of all a ired therefore	The cameras grant avails uipment was system at the e transfer. T assets includ ore the Coun	s and cor able to la s instal e date of he Depa ded inthe	mponents aw Ied at PBI. the original artment of transfer.
paid by airport revent Transportation Securi to obtain Law enforce assisting in the overa to be donated totaled	stification: The PBSO ues. The PBSO workin ty Administration proviement grants specific to all security environment approximately \$60,000 components were ins	g with the lides for secondary airport envert at PBI. PI 0.00 in valu	Department ocurity at PBI. vironments fr BSO's purch le. The cam	of Airport The PB om time ase of the eras and	ts and the ISO is able to time, e equipment various
Attachments:					
1. Transfer Agreeme	nt with the PBSO (3 o	riginals)			
======================================	Separtment Di	Bubi rector		 フ	- <u>23</u> - <u> </u> 5 Date
Approved By:	County Adminis	− / ~ strator		<i>8-</i>	-6-19 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of F	iscal Impact:				
Fiscal Years	<u>2019</u>	2020	<u>2021</u>	<u>2022</u>	<u>2023</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? Ye:	s No) <u>x</u>		
Does this item include the	use of federal f	unds? Yes	No <u>x</u>	_	
Budget Account No: Fur Rep	nd Depar porting Categor	tment y	_ Unit	_ Object	_
B. Recommended Sources * No fiscal impact. The Departr so after the transfer.	of Funds/Sumn	mary of Fiscataining the asse	al Impact: ts and will contin	ue to do	
C. Departmental Fiscal Rev	riew: <u>(</u>	Sum			
-	III. REVIEW	COMMENTS	<u>s</u>		
A. OFMB Fiscal and/or Con	tract Developm	ent and Con	itrol Comme	nts:	
Palynemo 7 (4) 1/26 OFMB =	126/19 SR 7126/19		Contract 7/3/	Dev. and Con	strol 7/3
B. Legal Sufficiency:	·		, ,		
Assistant County Attorney	<u>8-5</u> -19				
C. Other Department Review	w:				
Department Director					
DEVICED 44/45					

REVISED 11/17

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

DONATION AGREEMENT

This Agreement is entered into on	, 2019, by and between, Ric L. Bradshaw,
Sheriff of Palm Beach County, Florida ("Sheriff") and t	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 <u>as is</u> 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. 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: Mack Bernard, Mayor
WITNESS:	PALM BEACH COUNTY SHERIFF'S OFFICE:
Mull Signature	By: True Feere Pheriff Ric Bradshaw Sheriff or his Designee
Mike Sadelli Name (type or print)	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By Laura Bubi

EQUIPMENT DONATION FORM

Asset	Description	Serial	Make	Model
69804	P3367-V Axis 5MP Indoor Network Camera	00408CF93C18	Axis	P3367
69805	P3367-V Axis 5MP Indoor Network Camera	00408CF93C1B	Axis	P3367
69806	P3367-V Axis 5MP Indoor Network Camera	00408CF93C15	Axis	. P3367
69807	P3367-V Axis 5MP Indoor Network Camera	00408CF93C1C	Axis	P3367
69808	P3367-V Axis 5MP Indoor Network Camera	00408CF93C14	Axis	P3367
69809	P3367-V Axis 5MP Indoor Network Camera	00408CFA4327	Axis	P3367
69810	P3367-V Axis 5MP Indoor Network Camera	00408CF93C16	Axis	P3367
69811	P3367-V Axis 5MP Indoor Network Camera	00408CF93C17	Axis	P3367
69812	P3367-V Axis 5MP Indoor Network Camera	00408CF93C1A	Axis	P3367
	Q6035-E Axis 1MP Indoor Network PTZ			
69813	Cameras.	00408CECDBE8	Axis	Q6044-E
	WS-C3750G-24PS-S 24 Port Switch w/POE & 2			
69815 (R)	SFP Gigabit Ports	A8101737000	Planet	FGSW-1828P5

ACKNOWLEDGEMENT OF RECEIPT

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

Terence Pelaly
Palm Beach County Sheriff's Office (Print Name)

Laura Beeb

kecipieni (Print Name

Truck Felry 7/9/19
Signature bate

Recipient's Signature

Date