

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2019</u>	<u>2020</u>	<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? Yes _____ No x

Does this item include the use of federal funds? Yes ___ No x

Budget Account No: Fund _____ Department _____ 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 Simon

III. REVIEW COMMENTS

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

Robert Brown 7/26/19
OFMB BR 7/26/19

David J. Jankov 7/31/19
Contract Dev. and Control 7/31/19

B. Legal Sufficiency:

Anne Delgado 8-5-19
Assistant County Attorney

C. Other Department Review:

Department Director

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 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. 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.

