

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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 10/6/21
 OFMB 10.4.21
 AP 10.6.21

[Signature] 10/12/21
 Contract Development and Control
 10-12-21 TW

B. Legal Sufficiency

[Signature] for S. Burrows 10/2/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

DONATION
AGREEMENT

THIS AGREEMENT was made and entered into this 30th day of September 2021, by and between RIC L. BRADSHAW, Sheriff of Palm Beach County, Florida, hereinafter referred to as "SHERIFF", and Palm Beach County, on behalf of its Fire Rescue Department, hereinafter referred to as "PBCFR".

WHEREAS, the SHERIFF owns certain equipment (the "equipment") which the SHERIFF has classified as surplus, obsolete, or the continued use of which is uneconomical or inefficient, and said equipment is identified as follows:

Make	Model	Serial	Description
Mercury	Verado CXL	2B417191	Boat Engine
Mercury	Verado XL	2B416943	Boat Engine

WHEREAS, PBCFR has requested donation of this equipment.

IT IS HEREBY AGREED that the SHERIFF and PBCFR will faithfully abide by and be bound by the following terms and conditions:

1. The SHERIFF hereby transfers, assigns and conveys to PBCFR all right, title and interest in and to the equipment and PBCFR accepts the equipment donated to them by the SHERIFF.
2. The equipment is being conveyed as is and is being donated to be used by PBCFR in its fire rescue operations. PBCFR understands that the equipment may no longer be covered by the manufacturer's warranty and that the SHERIFF makes no representations or guarantees about the condition, accuracy or admissibility of its measurements, or useful life of the equipment.
3. PBCFR understands and acknowledges that the use of the equipment may present 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 equipment.
4. Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the SHERIFF shall indemnify PBCFR for any actions, claims or damages arising out of the SHERRIF's negligence in

connection with this Agreement, and PBCFR shall indemnify the SHERIFF for any actions, claims or damages arising out of PBCFR'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, or of any defense available to either party.

5. This AGREEMENT shall take effect upon approval of the SHERIFF and PBCFR.
6. Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, SHERIFF warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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. Failure to meet this requirement shall be considered default of the Agreement.
7. 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.
8. PBCFR and the SHERIFF shall maintain records associated with this Agreement, including, but not limited to all accounts, financial and technical records, research or reports in accordance with Florida's public records law and any other applicable law.
9. All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to PBCFR 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: Legal Affairs
3228 Gun Club Road
West Palm Beach, FL 33406

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

ATTEST:

RIC L. BRADSHAW, SHERIFF PALM
BEACH COUNTY, FLORIDA

BY: Ly, Sandy C.
Digitally signed by Ly, Sandy C.
Date: 2021.09.30 08:55:27 -04'00'

BY: Feeney, Terence P.
Digitally signed by Feeney, Terence P.
Date: 2021.09.30 08:36:56 -04'00'

Or his designee
Date: September 30, 2021

ATTEST:

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

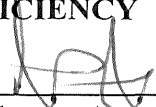
Joseph Abruzzo, Clerk of the Circuit
Court & Comptroller

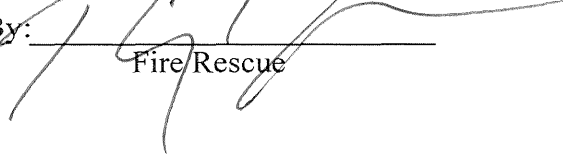
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM
AND LEGAL
SUFFICIENCY**

**APPROVED AND TO TERMS
AND CONDITIONS**

By: 
County Attorney

By: 
Fire Rescue