

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
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 _____

①


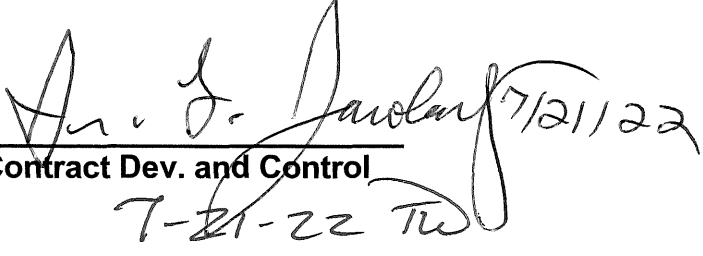
B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no Fiscal Impact for this item.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

<p><u></u> 7/20/22 OFMB MA 7-20-22 MG 7/20/22</p>	<p><u></u> 7/21/22 Contract Dev. and Control 7-21-22 TW</p>
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B. Legal Sufficiency:


 Assistant County Attorney
 for Anne Nelson

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 _____, 2022, 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 video storage 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 in the following chart (the "property"), and COUNTY accepts the property donated to them by the Sheriff.

Quantity	Description	Make	Model	Serial
1	Nexsan video storage -120 Terabyte	Nexsan	E60VT2G120N/6	NXS54701589

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.

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:**

Joseph Abruzzo, Clerk of the Circuit Court
& Comptroller

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

WITNESS:

PALM BEACH COUNTY SHERIFF'S OFFICE:

Ly, Sandy C. Digitally signed by Ly,
Sandy C.
Date: 2022.06.14 12:36:07
-04'00'

Feeney, Terence P. Digitally signed by Feeney,
Terence P.
Date: 2022.06.14 10:26:53 -04'00'


Signature

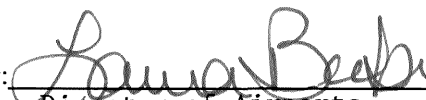
By: _____
Ric Bradshaw, Sheriff
or his Designee

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney
for Anne Helfant

By: 
Director of Airports



Equipment Transfer Form
STATE OF FLORIDA
STATE DOMESTIC SECURITY
EQUIPMENT and LOGISTICS SUB-COMMITTEE

Agencies that purchase equipment with federal funding are required to maintain a Capital Asset/Equipment Inventory as per 2 C.F.R. §200.313(e). A Sub-Recipient must inform the SAA within 30 days when transferring or disposing of equipment. Sub-Recipient must submit all such changes on the Equipment Disposition Form.

The following equipment was purchased with federal funds under grant year 2015 and the following grant fund:
 Sub-Recipient: Palm Beach County Sheriff's Office Program: UASI
 Federal Grant Award Number 16-DS-U7-11-23-02-368 Equipment is being: Donated

Transferring Entity (Agency, Address, Phone & POC)	Receiving Entity (Agency, Address, Phone & POC)
Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach Fl 33406 Captain Kenneth Voiret	Palm Beach County Department of Airports 1000 James Turnage Blvd West Palm Beach Fl 33406 Deputy Director Director of Airports - Gary Sypek

If Transferred or Donated, New Location and Price Paid: 1000 James Turnage Blvd West Palm Beach Fl 33406 Paid - \$0

If Disposed of, Date and Location: _____

If Missing, Reason and Known Date: _____

A. Transferring Entity agrees to the following conditions:

1. Purchase the identified equipment and transfer of said equipment to the Receiving Entity.
2. The identified items that the Receiving Entity will receive are as follows.
3. Provide a copy of this form to FDEM Domestic Preparedness Unit within two weeks of transfer/disposal.

Description of Item	Manufacturer	Serial No.	Depreciated Fair Market Value
Nexsan video storage -120 Terabyte	Nexsan	NXS54701589	\$ 0
			\$
			\$

B. Receiving Entity agrees to the following conditions:

1. Will provide all necessary installation costs, insurance, maintenance, calibration, repair, and replacement of parts for the equipment received.
2. Will be responsible for providing all proper training and technical support to those assigned to use the equipment provided through this program.
3. May not seek additional DHS funds for the sustainment, maintenance, training, or replacement of this acquired equipment.
4. The Receiving Entity agrees to hold harmless and indemnify the Transferring Agency, its officers, agents, and employees, from and against all actions, suits damages, liability, or other proceedings, which may arise as a result of performing services hereunder or utilizing equipment provided under this program.
5. The Receiving Entity agrees to respond upon request and provide all necessary equipment and expertise under the SMAA or other State Mutual Aid Agreement, to the counties and government subdivisions of the State of Florida in the event of a terrorist/WMD incident or suspected incident if requested.

C. Amendment Provisions: This document contains the entire agreement between the parties and is subject to and will be construed under the State of Florida, and may only be amended in writing, signed by both parties.

In Witness, hereto the parties signify their agreement by affixing their signatures.

<u>Feeney, Terence P.</u> Digitally signed by Feeney, Terence P. Date: 2022.06.14 10:32:45 -04'00'	<u>Terence Feeney</u> Printed Name	<u>June 14, 2022</u> Date
_____ Transferring Entity Representative Signature	<u>Robert S. Weinroth, Mayor</u> Printed Name	_____ Date
_____ Receiving Entity Representative Signature	_____ Printed Name	_____ Date

Upon completion and signatures by all parties, mail a copy of this form to:
State of Florida
Office of the Governor
Division of Emergency Management
2555 Shumard Oak Blvd. Tallahassee, FL 32399
ATTN: Domestic Preparedness Unit

FDEM Internal Use Only

- Agency has no further obligation.
 Agency must complete obligation below:

Date Received: _____

Review By: _____ Date: _____

June 14, 2022

Approved By: _____ Date: _____

Attest:
 Joseph Abruzzo
 Clerk of the Circuit Court
 & Comptroller

By: _____
 Deputy Clerk

Approved as to Form and Legal Sufficiency

By: Shawn Joffe
 County Attorney
 for Anne Helfant

Approved as to Terms and Conditions

By: Angela Beube
 Director of Airports