

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	0				
Operating Costs	\$110,000				
External Revenues	(\$110,000)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2456 Object 6943

Reporting Category _____

Does this item include the use of federal funds: Yes _____ No X

Does this item include the use of state funds: Yes X No _____

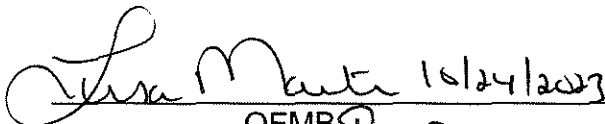
B. Recommended Sources of Funds / Summary of Fiscal Impact:

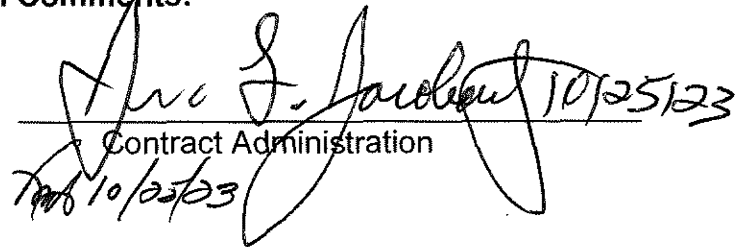
This Interlocal Agreement is funded by a grant awarded to the City of Boynton Beach through FDLE's FY23-24 SAFE Program. **There is no match requirement associated with this award.**

FY23-24 SAFE Program= \$110,000

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 10/24/2023
OFMB 10.24

 10/25/23
Contract Administration
 10/25/23

B. Legal Sufficiency:

 10/25/23
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BOYNTON BEACH, FLORIDA AND PALM BEACH COUNTY
SHERIFF'S OFFICE PERTAINING TOP THE STATE ASSISTANCE
FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA
PROGRAM**

WHEREAS, Part 1 of Chapter 163 of Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Florida Department of Law Enforcement awarded a State Assistance for Fentanyl Eradication (S.A.F.E) grant to the City of Boynton Beach Police Department (CITY) for fiscal year 2023-24.

WHEREAS, the S.A.F.E Program allows the CITY to reimburse agencies who assist in activities related to initiatives in the program.

WHEREAS, the CITY and the SHERIFF hereby agree to work cooperatively in regards to the S.A.F.E Program as set forth within the terms of this agreement.

NOW, THEREFORE, in consideration of the forgoing, the parties agree as follows:

Article 1. Purpose

This interlocal agreement ("Agreement") delineates the responsibilities of the SHERIFF for activities under FY 23-24 S.A.F.E. program, the proceeds of which are being made by the Florida Department of Law Enforcement (FDLE).

Article 2. Scope

This Agreement concerns activities, operations, and/or criminal investigations as enumerated under the Financial Assistance Agreement between the Florida Department of Law Enforcement and the City of Boynton Beach Police Department.

Interlocal Agreement between
Boynton Beach Police and Palm Beach County S.O.
Regarding S.A.F.E. program

Article 3. SHERIFF agrees to:

- A. Conduct activities in coordination with the CITY as authorized under the S.A.F.E. program and accompanying agreement between the CITY and FDLE.
- B. Provide monthly requests to the CITY with supporting documentation (payroll record, time, and attendance forms) for reimbursement of overtime cost.
- C. Maintain records to justify all charges, expenses, and costs incurred in estimating and performing the work for five (5) years after completion or termination of this Agreement.
- D. Provide the CITY with access to SHERIFF's books, records, and documents such that the CITY may inspect or audit these records, upon request during normal business hours, at the SHERIFF's Office.

Article 4. The CITY agrees to:

- A. Contingent upon the CITY'S receipt of funds from FDLE, reimburse the SHERIFF in an amount not to exceed \$110,000 for overtime salaries associated with the FY 23-24 S.A.F.E. Program.
- B. Reimburse the SHERIFF within 60 days after receipt and verification of any reimbursement request, provided it contains the necessary accurate and detailed supporting documentation.

Article 5. Term of Agreement and Obligation to Pay:

The term of this Agreement shall commence upon its execution by both the CITY and the SHERIFF and shall terminate on June 30, 2024, or until the date of the expiration of the S.A.F.E. Program grant agreement #2023-SAFE-SF-004, whichever is longer.

Article 6. Liability

Each party engaging in any mutual cooperation and assistance under this Agreement agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such assistance. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Fla. Stat.

Article 7. Indemnification

Each party agrees to indemnify and defend the other against claims brought forth due to the actions and/or inactions of their own employees, agents, or officers.

Article 8. Insurance

The Parties shall each maintain their own insurance policies during the term of this Agreement:

The CITY warrants that it is self-insured and/or shall maintain general liability insurance as required by law. The SHERIFF shall provide the CITY with a copy of its General Liability certificate of insurance.

Article 9. Non- Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

Article 10. Modification of Work

This Agreement or the Scope of Work may only be modified or amended by the mutual consent of the Parties.

Article 11. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

Article 12. No Third-Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 13. Notices

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to CITY to:	Chief Joseph DeGiulio Boynton Beach Police Department 2100 High Ridge Road Boynton Beach, Florida 33426
With a copy to:	David Tolces City Attorney 100 E. Ocean Avenue Boynton Beach, Florida 33435
If to SHERIFF to:	Ric L. Bradshaw Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406
With a copy to:	Catherine M. Kozol, Esq. Department of Legal Affairs Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33426

Article 14. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

Article 15. Waiver and Delay

No waiver or delay of any provision of this agreement at any time will be deemed a waiver of any other provision of this agreement at such time or will be deemed a waiver of such provision at any other time.

Article 16. Assignment; Binding Agreement

Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Article 17. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida. The venue shall lie in Palm Beach County, Florida.

Article 18. Entirety of Contractual Agreement

The CITY and the SHERIFF agree that this agreement sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by a written instrument executed by the Parties hereto in accordance with Article 10 – Modification of Work.

Article 19. Termination

This Agreement may be terminated without cause by either party to the Agreement upon 60 days written notice to the other party.

Article 20 – Forfeitures

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The police jurisdiction in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have priority to initiate forfeiture proceedings for any matters which arise from a mutual aid event that is covered by this Agreement, but may allow the other jurisdiction to prosecute the forfeiture with the written authorization of the legal counsel for each party. Upon a successful forfeiture prosecution, the forfeiting agency shall share the proceeds with the other agency subject to this Agreement, in an amount commensurate with that agency's level of participation, minus costs incurred for litigation of the forfeiture. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date all signatures below are affixed.

SHERIFF OF PALM BEACH COUNTY

By: 
Sheriff Ric L. Bradshaw

Dated: 9/28/2023

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Catherine M. Kozol, Esquire

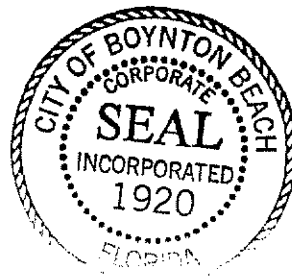
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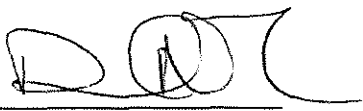
CITY OF BOYNTON BEACH, FLORIDA

By: 
Daniel Dugger, City Manager

Dated: 9/20/2023

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**



By: 
David Tolces, City Attorney

24-0121

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

BGEX 101923*165
BGRV 101923*040

FUND 1152 - Sheriffs Grants Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
160-2456-6943	State Assistance for Fentanyl Eradication (SAFE) FY24 Reimbursed Expenses-Other	0	0	110,000	0	110,000		
TOTAL REVENUES		11,523,997	\$13,535,978	\$110,000	\$0	13,645,978		
Expenditures								
160-2456-9498	State Assistance for Fentanyl Eradication (SAFE) FY24 Transfer to Sheriffs Fund 1902	0	0	110,000	0	110,000		
TOTAL EXPENDITURES		11,523,997	\$13,535,978	\$110,000	\$0	13,645,978		


Palm Beach County Sheriffs Office

Signatures

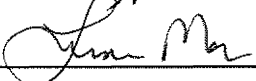
Date

By Board of County Commissioners
At Meeting of November 7, 2023

INITIATING DEPARTMENT/DIVISION

 10/24/23

Administration/Budget Department Approval

 10/24/2023

Deputy Clerk to the
Board of County Commissioners

OFMB Department - Posted