

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 3, 2012 Consent Regular
 Ordinance Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

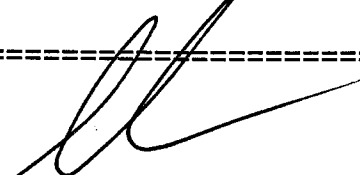
Motion and Title: Staff recommends motion to: **A) Accept** on behalf of the Palm Beach County Sheriff's Office an agreement with the Port of Palm Beach District for reimbursement of expenses associated with the Marine Emergency Response Project, in the amount of \$500,000 associated with the 2007 Port Security Grant for the period ending September 30, 2012; **B) Approve** a budget amendment in the amount of \$500,000 in the Sheriff's Grant Fund.

Summary: The Port of Palm Beach District received an award from the United States Department of Homeland Security FY 2007 Port Security Grant for the Marine Emergency Response Project. On February 2, 2012 the Palm Beach County Sheriff's Office (PBSO) and the PORT entered into an agreement to expend the Port Security Grant Program funding in providing security service to the PORT. The objective of the project is to create a sustainable, risk-based effort for the protection of critical port infrastructure from terrorism, especially explosives and non-conventional threats that would cause major disruption to commerce and significant loss of life. Under this agreement, the Palm Beach County Sheriff's Office will receive \$500,000 in reimbursable funds for capital expenses associated with the project. The required match in the amount of \$166,667 is being provided by the Palm Beach County Sheriff's Office through U.S. Department of Treasury forfeiture funds. No additional positions are needed and no County funds are required. Countywide (PE)

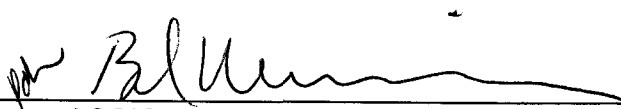
Background and Justification: The Port Security Grant Program (PSGP) is one of six grant programs that constitute the Department of Homeland Security Fiscal Year 2007 Infrastructure Protection Program (IPP). The IPP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation's critical infrastructure against risks associated with potential terrorist attacks. The vast bulk of US critical infrastructure is owned and/or operated by State, local and private sector partners. The funds provided by the PSGP are primarily intended to support the work of increasing port-wide risk management, enhanced domain awareness, capabilities to prevent, detect, respond to and recover from attacks involving improvised explosive devices (IEDs) and other non-conventional weapons, as well as training and exercises. The Catalog of Federal Domestic Assistance (CFDA) number is 97.056.

- Attachments:**
- 1. Budget Amendment
 - 2. Memorandum of Understanding – PBSO's Use Of Port Security Grant Program Funds

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RECOMMENDED BY: _____  DATE 3/15/12

DEPARTMENT DIRECTOR

APPROVED BY:  DATE 3/26/12

ASSISTANT COUNTY ADMINISTRATOR

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$639,477				
Operating Costs	\$27,109				
External Revenues	(\$500,000)				
Program Income (County)					
In-Kind Match (County)	0				
 Net Fiscal Impact	 \$166,667				
 # Additional FTE Positions (Cumulative)	 0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2225 Object 3129

Reporting Category _____

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

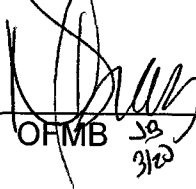
The Marine Emergency Response Project is funded through the United States Department of Homeland Security FY 2007 Port Security Grant. The required match in the amount of \$166,667 is being provided by the Palm Beach County Sheriff's Office through U.S. Department of Treasury forfeiture funds. No additional positions are created, and no additional County funds are required.

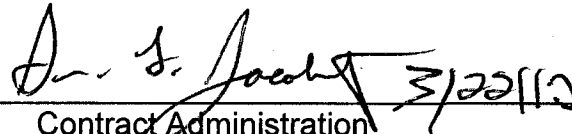
The Marine Emergency Response Project	\$500,000
Required Match (U.S. Department of Justice Forfeiture Funds)	\$166,667
Total Program Budget	\$666,667

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Match percentage is 25%


OFMB 3/20/12
JB 3/20
SN 3/20/12
CS 3/19/12


Contract Administration 3/22/12
3-22-12 B. Wheeler

B. Legal Sufficiency:


Assistant County Attorney 3/23/12

C. Other Department Review:

Department Director

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

12- 0721

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

BGRN 160 032012-491

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								
2007 Port Security Grant 160-2225-3129	Federal Grant - Other Public Safety	0	0	500,000		500,000		
TOTAL REVENUES		4,077,628	\$10,288,626	\$500,000	\$0	\$10,788,626		
Expenditures								
2007 Port Security Grant 160-2225-9498	Transfer to Sheriff's Fund 1902	0	0	500,000		500,000		
TOTAL EXPENDITURES		4,077,628	\$10,288,626	\$500,000	\$0	\$10,788,626		

Attachment #

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

[Signature] 3/15/12
[Signature] 3/20/12
 SN 3/20/12

By Board of County Commissioners
At Meeting of April 3, 2012

Deputy Clerk to the
Board of County Commissioners

**Memorandum of Understanding Agreement
Between
Palm Beach County and the Port of Palm Beach District
Regarding
Palm Beach County Sheriff's Office use of Port Security Grant Program Funds**

1. **PARTIES.** The parties to this Agreement are Palm Beach County Sheriff's Office (hereinafter the "PBSO") and the Port of Palm Beach District (hereinafter the "PORT").
2. **PURPOSE.** The purpose of this Agreement is to set forth terms by which PBSO shall expend Port Security Grant Program project funding in providing marine emergency response to the PORT consistent with the approach described herein.
3. **RESPONSIBILITIES.** The security roles and responsibilities of each party are as follows:

(1). **PORT:**

(a) Provide security plans and measures in compliance with Maritime Transportation Security Act.

(b) The PORT shall reimburse PBSO, for seventy-five percent (75%) of the expenses associated with the waterborne response platform equipment, to detect and respond to Chemical, Biological, Radiological, Nuclear and Explosive ("CBRNE") incidents. Said reimbursement shall not exceed five-hundred thousand dollars (\$500,000.00). The Port represents and warrants to PBSO that such vessels and equipment are authorized purchases in compliance with the terms of the Port's approved FY2007 Port Security Grant Program grant. If there are any specifications that such vessels and equipment must meet in order to be in compliance with the terms of the Port's approved FY2007 Port Security Grant Program grant, then the Port shall provide those details to PBSO in writing within 3 days of approval of this Agreement. If PBSO presents the Port with details of any vessels and equipment proposed for purchase, then the Port shall within 3 days certify to PBSO in writing whether or not said purchase would meet the terms of the Port's approved FY2007 Port Security Grant Program grant.

(c) The PORT will reimburse PBSO within 30 days after receipt and verification of reimbursement request, provided all supporting documentation is detailed and accurate.

(2). **PBSO:**

(a) Provide waterside patrol and surveillance within the jurisdiction of the PORT borders and in accordance with PBSO's jurisdiction and established mutual aid agreements.

(b) Provide underwater IED prevention and detection.

(c) Provide underwater search and rescue/recovery missions.

(d) Provide emergency marine response for Chemical, Biological, Radiological, Nuclear and Explosive response in accordance with county emergency response plans, the Palm Beach County Regional Hazardous Materials standard operating guidelines, and other established mutual aid agreements, as applicable.

(e) Partner with Palm Beach County Fire Rescue (PBCFR) to provide marine fire suppression in accordance with PBCFR's jurisdiction and established mutual aid agreements.

(f) Will comply with the FY2007 PSGP grant reporting requirements.

(g) Will provide quarterly reimbursement reports to the PORT with supporting documentation.

(h) Will ensure all funds are encumbered by May 31, 2012. Will ensure all funds are expended by September 26, 2012. Any submission and/or request for reimbursement after September 26, 2012 will NOT be honored or incurred by the PORT.

(i) Will refund to the Port, within 30 days after receipt and verification of reimbursement request, all funds received by PBSO hereunder for which the granting authority or their representative properly demands reimbursement/repayment from the Port for failure to meet the grant timelines and terms.

(j) The obligations of PBSO as set out in Section 3(2)(a), (b) and (c) of this Agreement shall commence upon the time the vessel is placed in service by PBSO and continue through the duration of this Agreement.

4. POINTS OF CONTACT.

PORT:

Kenneth L. Hern
Director of Seaport Security
1 East 11th Street Suite 600
Riviera Beach, Florida 33404
Khern@portofpalmbeach.com
(561) 253-4810

PBSO:

Lt. Sean Murray
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406
murrays@pbsso.org
(561) 629-2758

5. **OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Florida or Palm Beach County. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
6. **EFFECTIVE DATE.** The terms of this agreement will become effective upon approval by both parties or as otherwise provided herein.
7. **MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties.
8. **TERMINATION.** Except as otherwise provided herein, the terms of this agreement, as may be modified with the consent of both parties, will remain in effect until the grant end date of September 30, 2012. Provided there have been no binding purchase documents issued by the PBSO for the designated purchase, either party upon 30 days written notice to the other party may terminate this Agreement.

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IN WITNESS WHEREOF, the Palm Beach County Sheriff's Office and the PORT has hereunto set its hand the day and year above written.

WITNESS:

PALM BEACH COUNTY SHERIFF'S OFFICE

By: Keeler Shepard
Signature

By: [Signature]
Ric L. Bradshaw, Sheriff

KEELER SHEPARD
Name (type or print)

Approved as to Form and
Legal sufficiency

By: [Signature]
Colonel Joseph Bradshaw, Esq.

WITNESS:

PORT OF PALM BEACH DISTRICT

Annette Harakas
Signature

By: Wayne M. Richards
Wayne M. Richards, Chairman

Annette Harakas
Name (type or print)