

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2024</u> | <u>2025</u> | <u>2026</u> | <u>2027</u> | <u>2028</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
 Does this item include the use of state funds? Yes _____ No _____

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

*There is no Fiscal Impact for this item.

C. Departmental Fiscal Review: Wendy Peterson

III. REVIEW COMMENTS

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

Lisa M. [Signature] 8/12/2024
 OFMB
 [Signature] 8/12

Brando Machado 8/15/24
 Contract Dev. and Control
 [Signature] 8/14/24

B. Legal Sufficiency:

Arme Delbecq 8/15/24
 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 was made and entered into this 10th day of September, 2024, by and between RIC L. BRADSHAW, Sheriff of Palm Beach County, Florida, hereinafter referred to as "SHERIFF", and the PALM BEACH COUNTY on behalf of Palm Beach International Airport, hereinafter referred to as "PBC".

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 | Description | Serial No |
|------------|---------------------------------------|--------------------|
| T3 | Motion Electric Standup Vehicle (ESV) | 4205101E1TMBA01549 |

WHEREAS, PBC has requested donation of this equipment.

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

1. The SHERIFF hereby transfers, assigns and conveys to PBC all right, title and interest in and to the equipment and PBC 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 PBC. PBC understands that the equipment may be no longer covered by the manufacturer's warranty and that the SHERIFF makes no representations or guarantees about the condition or useful life of the equipment.
3. PBC understands and acknowledges that the use of the equipment 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. **PBC** agrees and understands that the SHERIFF will not assume any liability relative to the use and/or operation of said equipment by **PBC** and that the SHERIFF is relieved of any and all responsibilities or obligations with regard to this equipment.
5. Each party to this Agreement shall be liable for its own actions and negligence. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available by either party.
6. If **PBC** determines the Equipment, for whatever reason, no longer serves its useful purpose, **PBC** can dispose of the Equipment in accordance with **PBC's** policies and procedures on disposition of Equipment.
7. This Agreement shall take effect upon approval of the SHERIFF and **PBC**; and shall terminate upon **PBC's** disposition of the Equipment in accordance with this Agreement.
8. **PBC** 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 **PBC** shall be mailed to:

Palm Beach County – Dept of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

and if sent to the SHERIFF shall be mailed to:

Palm Beach County Sheriff's Office
Attn: Procurement
3228 Gun Club Road
West Palm Beach, FL 33406

10. This AGREEMENT shall take effect upon approval of the SHERIFF and PBC.

ATTEST:

RIC L. BRADSHAW, SHERIFF PALM
BEACH COUNTY, FLORIDA

BY: _____

Feeny, Terence P. Digitally signed by Feeny,
Terence P.

BY: _____
Or his designee Date: 2024.04.11 16:03:14 -0400

ATTEST:

Joseph Abruzzo, Clerk of the Circuit
Court & Comptroller

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

BY: _____
Deputy Clerk

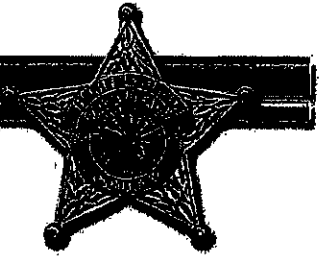
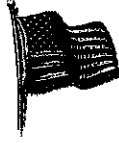
BY: _____
Maria Sachs, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: *Anne Indigant*
County Attorney

BY: *Laura Beebe*
Laura Beebe, Director of Airports



INTER-OFFICE MEMORANDUM

TO: Chief Deputy Frank DeMario
Chief Operating Officer George Forman
Chief Procurement Officer Terence Feeney

DATE: June 24, 2022

FROM: Sheriff Bradshaw

A handwritten signature in black ink, appearing to be the name 'R. Bradshaw', written over the 'FROM' line.

SUBJECT: Authorization to Sign PBSO Related Documents

This memorandum shall serve as the written authorization that Chief Deputy Frank DeMario, Chief Operating Officer George Forman and Chief Procurement Officer Terence Feeney may sign any and all documents related to the Palm Beach County Sheriff's Office as it relates to the business of the Agency.