

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: Approval and authorization for the Village Manager to execute Interlocal Agreement between the Palm Beach County Sheriff’s Office and the Village of Royal Palm Beach regarding the Recovery Act: Justice Assistance Grant (JAG) Program Award.

ISSUE:

JAG Program funds can be used for a variety of efforts such as hiring law enforcement officers; supporting drug and gang task forces; funding crime prevention and domestic violence programs; and supporting courts, corrections, treatment, and justice information sharing initiatives.

The procedure for allocating JAG grants is based on a formula of population and violent crime statistics, in combination with a minimum allocation to ensure that each state and territory receives an appropriate share of funding. Sixty percent of the allocation is awarded directly to a state and 40 percent is set aside for units of local government. Funding will be used by states and more than 5,000 local communities to enhance their ability to protect communities and combat crime.

The items are:

- 1. Kustom Signal Smart 850+ Speed Trailer \$9,390.00
- 2. Supervision Tactical Package night vision surveillance system (2) \$5,300.00
- 3. Thermal Eye thermal imager \$8,025.00
- 4. Fuji TS1440 Techno-Stabi binoculars w/cases (stabilized) (7) \$7,553.00
- 5. Hermit Cam mobile network video surveillance system \$10,741.00
- 6. Streamlight Stinger DSC-4 flashlights (60) \$5,625.00

Total: \$46,634.00

RECOMMENDED ACTION: Motion to Approve

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Captain Coleman PBSO – District 9		6/18/09	

**INTERLOCAL AGREEMENT BETWEEN THE PALM BEACH COUNTY SHERIFF'S
OFFICE AND THE VILLAGE OF ROYAL PALM BEACH REGARDING THE
RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 12th day of May 2009, by and between The PALM BEACH COUNTY SHERIFF'S OFFICE, (hereinafter referred to as "SHERIFF"), acting by and through Ric L. Bradshaw, Sheriff of Palm Beach County, and the Village of Royal Palm Beach, acting by and through its governing body, the Village Council, (hereinafter referred to as CITY), witnesseth:

WHEREAS, Part 1 of Chapter 163 of the 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, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the SHERIFF \$46,925 from the JAG award for the purchase of radar and surveillance equipment: and

WHEREAS, the CITY and the SHERIFF believe it to be in their best interests to reallocate the JAG funds.

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

Section 1.

The CITY agrees to pay the SHERIFF a total of \$46,925 of JAG funds.

Section 2.

The SHERIFF agrees to use \$46,925 for the purchase of traffic and law enforcement equipment by September 30, 2010.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the SHERIFF other than as permitted under Florida Statutes, Section 768.28, and only to the extent stated therein.

Section 4. -

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed under applicable Florida law.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

ATTEST: VILLAGE OF ROYAL PALM BEACH

By: _____

David B. Farber , Village Manager

By: _____

Diane DiSanto , Village Clerk

Dated: _____

ATTEST: SHERIFF OF PALM BEACH COUNTY

By: _____

By: _____

Sheriff Ric L. Bradshaw

Dated: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____

Lisa H. Rubin, Esq.

Agency Attorney