

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Operating Expenses	\$ 17,730.00	0	0	0	0
External Revenues	<17,730.00>	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.:

Fund 4001 Dept 720 Unit 1110 Object 3125

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

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

[Signature] 2-12-09
OFMB
2/12/09

[Signature] 2/13/09
Contract Development and Control
2/12/09

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 2/17/09
Assistant County Attorney

C. Other Department Review:

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

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 200_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereafter "COUNTY") and the **EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD**, through its agent, the City of West Palm Beach (hereafter "ECR").

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat. (2002), known as the Florida Interlocal Corporation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, On May 20, 2008, the COUNTY, ECR and the City of West Palm Beach entered into an "Interlocal Agreement related to the Construction, Operation, and Maintenance of Reclaimed Water Facilities" ("Reclaimed Interlocal")(County Resolution No. R2008-0907); and

WHEREAS, during the negotiations related to the Reclaimed Interlocal, the COUNTY agreed to reimburse the legal costs that the ECR incurred in the drafting and formation of the Reclaimed Interlocal; and

WHEREAS, the ECR and COUNTY wish to memorialize the terms of the reimbursement.

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.
2. Within thirty (30) days of the Effective Date of this Agreement, COUNTY shall remit to ECR the amount of \$17,730.00 in full payment of legal fees and costs incurred by the ECR in the drafting and formation of the Reclaimed Interlocal. An accounting of these legal fees is attached hereto and incorporated herein as **EXHIBIT "A"**.
3. ECR hereby releases, acquits, and forever discharges any and all claims it may have against the COUNTY, its departments, divisions, elected officials and employees, for any additional payment related to the drafting and negotiation of the Reclaimed Interlocal.
4. Any additional legal costs incurred by ECR in any way related to the Reclaimed Interlocal shall be paid in accordance with the terms of the Reclaimed Interlocal.
5. This Agreement is entered into by the parties pursuant to Section 163.01, Florida Statutes, and shall take effect on the date this Agreement is filed with the Clerk of the Circuit Court for Palm Beach County ("Effective Date").
6. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties

agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the Application of such term or provision to person 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.

8. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY:

Palm Beach County Water Utilities
Department Director
8100 Forest Hill Boulevard
West Palm Beach, FL 33416

With a copy to:

Palm Beach County Attorney
301 N. Olive Ave., Ste. 601
West Palm Beach, FL 33401

ECR:

East Central Regional Wastewater
Treatment Facility Operations Board
Attn: Executive Manager
4325 N. Haverhill Road
West Palm Beach, FL 33409
Telephone: (561) 835-7400
Fax: (561) 835-7420

With a copy to:

Phillip Gildan, Esq.
Greenberg Traurig, P.A.
777 So. Flagler Drive
Suite 300 East
West Palm Beach, FL 33401
Fax: (561) 838-8867

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

9. Should either party to this Agreement determine that the other is in default of any of the terms and conditions of this Agreement, written notice shall be given by the non-defaulting party allowing the defaulting party thirty (30) days from the date of receipt of such written notice to cure the defaults. Prior to the initiation of any legal proceedings between the parties, the parties shall comply with any state laws related to resolving disputes between local governments. In the event of default by either party to this Agreement, both parties shall have all remedies available under the laws of the State of Florida including but not limited to injunction to prevent default or specific performance to enforce this Agreement, subject to state law. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any

rights and remedies provided under the terms of this Agreement and authorized by law.

10. This Agreement shall be effective when executed by both parties hereto and shall continue in full force and effect until such time that the obligations of COUNTY and ECR are completed.

11. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

12. When the required time for performance of an action under this Agreement falls on a weekend day or holiday, the time for performance shall be extended to the next calendar day not falling on a weekend or holiday.

13. Notwithstanding any other provisions of this Agreement, DISTRICT and COUNTY expressly acknowledge that they have no pledge of or lien upon any real property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement.

14. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant

failures and water main breaks, neither party shall be liable for such non-performance.

15. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

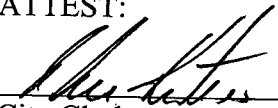
16. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the parties' respective rights relating to the payment of incurred legal costs, as authorized in Florida Statutes, Chapter 163. The governing bodies for the COUNTY and the ECR shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

17. The COUNTY and the ECR shall each maintain adequate records pursuant to this Agreement for at least the minimum period required by Chapter

119, Florida Statutes, or four (4) years, or final resolution of matters resulting from any litigation or claim, whichever period is longer. Both parties to this Agreement reserve the right, upon reasonable request and during normal business hours, to have access to such books, records, and documents as required in this section for the purpose of inspection.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

ATTEST:



City Clerk

**EAST CENTRAL REGIONAL
WASTEWATER TREATMENT
FACILITIES OPERATION BOARD**

By: THE CITY OF WEST PALM BEACH
Its: Agent

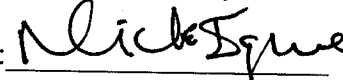
By: 

Lois J. Frankel, Mayor

Dated: 12/5/08

CITY ATTORNEY'S OFFICE

Approved as to form
And legal sufficiency

By: 

Date: 12/3/08

ATTEST:

SHARON R. BOCK

By: _____
Clerk and Comptroller

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

BY: John F. Koons, Chairman

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: 

Department Director

EXHIBIT "A"
LEGAL FEE INVOICE



Remit to : City of West Palm Beach
 P.O. Box 3366
 West Palm Beach, FL 33402-3366

Return this part with remittance
 Please make checks payable to the City of West Palm Beach

Invoice	
Number	133240
Date	26-AUG-08
Type	QMAN
Customer	1219
Site ID	1219
Amount	20,160.00
Due Date	25-SEP-08



Credit card payments accepted at
 City Hall, 200 Second St., WPB

Bill To:

PALM BEACH COUNTY UTILITIES
 ATTN JOE ARMIENTO
 8100 FOREST HILL BLVD ROOM 10-277
 WEST PALM BEACH, FL - 33413

DO NOT WRITE BELOW THIS LINE

502 0000001219 0000133240 0002016000

All calls regarding: **ECR Charges**
 Should be made to: **(561) 494-1040 Ext 1065**

Terms: 30 NET		Invoice Number: 133240		
Item	Invoice Description	Quantity	Unit Price	Extended Amount
1	REIMBURSEMENT TO ECR BOARD FOR LEGAL SERVICES PROVIDED BY GREENBERG TRAUIG PAID IN FY2008 UP TO JULY 2008 -FOR PBCO RWP.	1	20,160.00	20,160.00
	CREDIT MISC EARNINGS, ACCT. NO.. 470-097340-000-369909			
Total				20,160.00

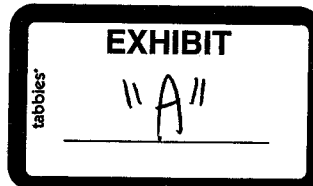
SEE CREDIT MEMO
 FOR \$2,430

NET AMOUNT DUE \$17,730

Finance Department
 City of West Palm Beach
 P.O. Box 3366
 200 Second Street
 West Palm Beach, FL 33402-3366

Temp-Return Service Requested

PALM BEACH COUNTY UTILITIES
 ATTN JOE ARMIENTO
 8100 FOREST HILL BLVD ROOM 10-277
 WEST PALM BEACH, FL - 33413



GREENBERG TRAURIG LEGAL SERVICES

<u>CREDIT MEMO-PALM BEACH COUNTY</u>	<u>INVOICE NO.</u>	<u>AMOUNT</u>
SERVICES THRU OCTOBER 31, 2007	2006146	\$ 360.00
SERVICES THRU SEPTEMBER 30, 2007	1982957	1,500.00
SERVICES THRU NOVEMBER 30, 2007	2030143	300.00
SERVICES THRU DECEMBER 31, 2007	2051412	270.00
TOTAL CREDIT MEMO		\$ 2,430.00