

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

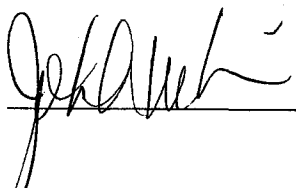
Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Dept _____ Unit _____ Object _____

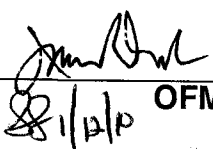
B. Recommended Sources of Funds/Summary of Fiscal Impact:

* Although there is no additional fiscal impact associated with this agreement, the County is responsible for funding the pension fund shortfall and any future shortfalls, depending on Chapter 175 receipts. This Agreement insures the continuation of the Plan and the continued receipt of Chapter 175 premium tax monies.

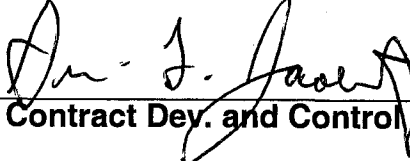
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 1-13-10
 OFMB
 8/12/10

*10/11
1-6-10*

 1/13/10
 Contract Dev. and Control

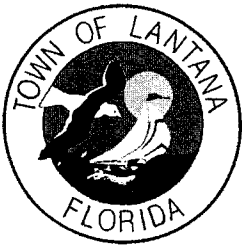
B. Legal Sufficiency:


 Assistant County Attorney 1/14/10

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director



500 Greynolds Circle
Lantana, FL 33462-4594
(561) 540-5000
Fax (561) 540-5009
www.lantana.org

Mayor
David J. Stewart

Vice Mayor
Tom Deringer

Vice Mayor Pro Tem
Cindy Austino

Councilmembers
Lynn J. Moorhouse, D.D.S.
Elizabeth Tennyson

Town Manager
Michael Bornstein

December 16, 2009

Palm Beach County Fire Rescue
Attn: Michelle Liska, Financial Analyst III
405 Pike Road
West Palm Beach, Florida 33411

Dear Ms. Liska:

On December 14, 2009, the Lantana Town Council approved an agreement to renew the firefighters' pension plan. Three originals have been signed by the Town and are enclosed. Once the agreements have been executed by the County, please return one original for our records. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Crystal Gibson".

Crystal Gibson
Town Clerk

Enclosures: (3) Firefighters' Pension Plan Interlocal Agreements

*"To Preserve Lantana's
hometown atmosphere
through responsible
government and quality
service."*



Fire Rescue

Chief Steven B. Jerauld
405 Pike Road
West Palm Beach, FL 33411
(561) 616-7000
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Jeff Koons, Chairman
Burt Aaronson, Vice Chairman

Karen T. Marcus
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Priscilla A. Taylor

County Administrator

Robert Weisman



"An Equal Opportunity
Affirmative Action Employer"

November 17, 2009

Town of Lantana
Mike Bornstein, Town Manager
500 Greynolds Circle
Lantana, Florida 33462

Re: Lantana Pension Agreement

Dear Mr. Bornstein:

The *Interlocal Agreement Implementing Section 6.D. of the Interlocal Agreement for Fire Protection and Emergency Medical Services between Palm Beach County and the Town of Lantana* (hereinafter referred to as the "Pension Agreement") expired September 30, 2009.

The Pension Agreement provided each parties' responsibilities and duties relative to the Lantana Firefighters' Pension Fund. To insure the continuation of the Plan and the continued receipt of Chapter 175 premium tax monies, as well as the approval of Plan amendments, the obligations of the County as the employer of the Plan's participants, and the obligation of the Town to preserve the rights of its former employees who have elected to continue to participate in the Plan, it is necessary to renew the Agreement.

Enclosed please find three originals for review and approval by your Town Council. Please let us know when you anticipate this item will be signed by the Council. I can be reached at mliska@pbcgov.org or (561) 616-6930. Once they are signed, please return all three originals to my attention to be scheduled for consideration by the Palm Beach County Board of County Commissioners. A fully executed original document will be returned for your records.

Sincerely,

Michelle Liska, Financial Analyst III
Palm Beach County Fire-Rescue

Cc: Steve Jerauld, Fire Chief, PBCFR, sjerauld@pbcgov.org
Steve Delai, Deputy Chief, Administrative Services, PBCFR, sdelai@pbcgov.org
John Wilson, Director, Finance & Planning, PBCFR, jwilson@pbcgov.org
Sharon Burrows, Assistant County Attorney, sburrows@pbcgov.org
Trela White, Town Attorney, trela@corbettandwhite.com

**INTERLOCAL AGREEMENT RENEWING PENSION AGREEMENT RELATING TO
FIREFIGHTERS' PENSION PLAN BY AND BETWEEN THE TOWN OF LANTANA AND
PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the TOWN OF LANTANA, a Florida municipal corporation, ("Town") and the BOARD OF COUNTY COMMISSIONERS of PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("County").

WITNESETH

WHEREAS, the parties previously entered an agreement for County fire-rescue services ("Interlocal Agreement for Fire Protection and Emergency Medical Services" (R97-1073D) dated August 26, 1997) and an agreement to address certain responsibilities of the parties relating to the Lantana Firefighters' Pension Fund (the "Plan") for former Town firefighters hired by the County ("Interlocal Agreement Implementing Section 6.D. of the Interlocal Agreement for Fire Protection and Emergency Medical Services" (R97-1252D) dated September 16, 1997) (the "Pension Agreement"); and

WHEREAS, in 2004 the parties entered a new service agreement ("Interlocal Agreement for Fire Protection and Emergency Medical Services" (R2004-0364) dated February 24, 2004), which renewed and continued the Pension Agreement until September 30, 2009; and

WHEREAS, the parties subsequently adopted ordinances (County Ord. No. 2007-024 and Town Ord. No. O-10-2007) to include the Town within the County's Fire/Rescue Municipal Services Taxing Unit (MSTU) as a mechanism to provide and fund County fire-rescue services within the Town as of October 1, 2008; and

WHEREAS, the parties now desire to further renew the Pension Agreement to continue and maintain the continuing obligations of the parties as set forth therein relating to the Plan.

NOW, THEREFORE, the Town and the County, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. RENEWAL; TERM; TERMINATION: The Pension Agreement (attached hereto as **Exhibit 1** and incorporated herein), as previously renewed and continued, is hereby further renewed and revived to continue and maintain in full force and effect the continuing obligations of the parties as set forth in the Pension Agreement. The Pension Agreement and this Interlocal Agreement Renewing the Pension Agreement shall be collectively referred to herein as "this Agreement"; and any reference herein to "this Agreement" shall collectively mean and include both the Pension Agreement and this Interlocal Agreement

Renewing the Pension Agreement. This Agreement, including the renewal of the Pension Agreement, shall be effective retroactively to, and relate back to, September 30, 2009. This Agreement, including the Pension Agreement, shall remain in effect until such time that the final benefit payment has been made to the last Plan participant or beneficiary, and the Plan is terminated in accordance with all applicable laws and regulations. This Agreement shall not be terminated prior to its expiration unless by written agreement of the parties.

The County shall continue to assume the responsibility of the employer in the administration and funding of the Plan in accordance with Chapters 112, 121, and 175, Florida Statutes. The Town represents that it has enacted and maintained an ordinance in accordance with Section 175.101, Florida Statutes, levying an excise tax on property insurance premiums collected on property insurance policies covering property within the corporate limits of the Town. The Town represents and warrants to the County that it has no intent to repeal said ordinance. If, however, during the term of this Agreement or any renewal thereof, the Town repeals said ordinance, or acts or fails to act so as to result in the elimination of the excise tax, the Town agrees to remit to the County, on an annual basis, the sum of money equivalent to that which would be generated by the tax if one was levied. The Town shall not be held liable for acts or omissions of others which result in the elimination or reduction of the excise tax monies.

SECTION 2. INCORPORATION OF FACTS: The facts set forth in the preamble above are true and correct and are hereby incorporated and made a part of this Agreement.

SECTION 3. GOVERNMENTAL POWERS: This Agreement is an interlocal agreement under Chapter 163, Florida Statutes. Nothing contained in this Agreement shall be construed to transfer, divest, contract away, delegate, or otherwise limit the parties' respective legislative, sovereign, or police powers, constitutional or statutory duties, or any other powers or functions in the context of Article VIII, Section 4, of the Florida Constitution.

SECTION 4. REMEDIES: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. This Agreement shall not be construed to create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

SECTION 5. ANNUAL APPROPRIATION: Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year.

SECTION 6. EQUAL OPPORTUNITY: No person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, age, marital status, familial status, gender identity or expression,

or sexual orientation, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement.

SECTION 7. SURVIVABILITY: Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the expiration or earlier termination of this Agreement, shall survive said expiration or earlier termination.

SECTION 8. SEVERABILITY: In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 9. CONFLICTING PROVISIONS: In the event of any conflict, inconsistency or incongruity between the provisions of the Pension Agreement and this Interlocal Agreement Renewing the Pension Agreement, the provisions of this Interlocal Agreement Renewing the Pension Agreement shall prevail.

[remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Interlocal Agreement Renewing the Pension Agreement on the date first written above.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

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

By: _____
, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

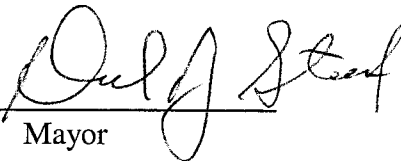
APPROVED AND TO TERMS AND
CONDITIONS

By:  _____
Fire Rescue

ATTEST:

By:  _____
Town Clerk

TOWN OF LANTANA, FLORIDA
BY ITS TOWN COUNCIL

By:  _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
Town Attorney

R97 1252D

INTERLOCAL AGREEMENT
 IMPLEMENTING SECTION 6.D. OF THE
 INTERLOCAL AGREEMENT FOR
 FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES
 BY AND BETWEEN
 PALM BEACH COUNTY AND THE TOWN OF LANTANA

SEP 16 1997

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of September, 1997, by and between the Town of Lantana, a Florida municipal corporation, (hereafter "Town") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereafter "County").

WITNESSETH:

WHEREAS, the parties have approved that certain Interlocal Agreement for Fire Protection and Emergency Medical Services dated August 26, 1997 (said agreement referred to hereafter as the "Fire Protection Agreement"); and

WHEREAS, County has conditioned its approval of the Fire Protection Agreement upon the occurrence of several events on or before September 26, 1997; and

WHEREAS, one of the conditions of the County's approval is that the parties enter into a supplemental agreement clarifying the parties' responsibilities and duties relative to the Lantana Firefighters' Pension Fund (hereafter "Fund" or "Plan"); and

WHEREAS, the Fund was established by local ordinance of the Town, and the laws or ordinances regulating such Fund are codified, as of the date of this Agreement, at Sections 14-101 through 14-118 of the Lantana Code of Ordinances; and

WHEREAS, the Town intends to enact an ordinance, to be known as Ordinance No. 0-11-97, amending the Plan as currently codified, which will increase the Plan's benefits in accordance with an agreement approved by the County and the Professional Fire Fighters/Paramedics of Palm Beach County Local 2928, IAFF, Inc.; and:

WHEREAS, the parties desire to enter into this agreement to insure the continuation of the Plan and the continued receipt of Chapter 175 premium tax monies, and to describe the parties' responsibilities and duties relating to the operation of the Plan, the approval of and enactment of Plan amendments, the obligations of the County as the employer of the Plan's participants, the ~~obligation of the Town to preserve the rights of its former~~ employees who have elected to continue to participate in the Plan, and such other matters as are described in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

Section 1. **Incorporation of Facts:** The facts set forth above in the preamble to this Agreement are true and correct, and incorporated herein by reference.

Section 2. **Purpose:** The purpose of this Agreement is to implement Section 6.D of the Fire Protection Agreement, and to clarify the parties' roles and obligations regarding the Plan.

Section 3. **Effective Date and Term:** This Agreement shall take effect on midnight, September 30, 1997, provided, that all acts required for the implementation of the Fire Protection Agreement have occurred. The term of this Agreement shall run concurrently with the Fire Protection Agreement, as it may be renewed or its term extended. The parties further acknowledge and agree that should the Town reconstitute its Fire Department, employ firefighters, and desire to offer such employees participation in the Plan, if such participation is allowed by law, that the Town and the County will work cooperatively with each other to fulfill their responsibilities as employer(s) of Plan participants, and to reallocate funding and responsibilities as required by law.

Section 4. **Plan's Continued Status as a Municipal Employee Pension Plan:** The parties acknowledge and understand that notwithstanding the County's role as the employer of the Plan's participants as of midnight September 30, 1997, the Plan shall

remain a municipal employee pension plan under Chapters 175 and 112, Florida Statutes. The Town agrees to perform those ministerial functions of a municipality with an employee pension benefit plan for firefighters which are required under Chapter 175, Florida Statutes and the Plan itself, in accordance with the desires and direction of the County. No liability shall accrue to the Town as a result of any inaction or action undertaken at the direction of the County.

Section 5. **Actuarial Soundness of Plan:** As provided under the Fire Protection Agreement, the County shall assume the responsibilities of the employer of the Plan participants in accordance with the requirements of the Plan, as it may be amended from time to time, and the applicable requirements of Chapters 175, and 112, Florida Statutes, and any other applicable provision of Florida law.

The Town represents that the Plan shall be actuarially sound upon the effective date of this Agreement, and that all sums due and owing to the Plan, including but not limited to employee and employer contributions for service credit accrued prior to October 1, 1997 (and thereafter in accordance with Section 6.A. of the Fire Protection Agreement) have been and will be deposited timely into the Plan. The Town further represents that it has fulfilled its

obligations under the Plan, and under Chapters 112 and 175, Florida Statutes, as the local unit of government previously employing the Plan's participants.

Section 6. **Appointment of Trustees:** The parties agree that the Town may retain the power to appoint trustees to the Plan's Board of Trustees in accordance with the Plan's provisions and Section 175.061, Florida Statutes, as applicable; provided, however, that any trustee to be selected and appointed by the Town shall have been first selected and approved by County for appointment. Moreover, the Town agrees to remove from office, with the consent of the County, those trustees serving at the Town's pleasure who are no longer qualified to hold office, or whose conduct (misfeasance or malfeasance) warrants such action.

Section 7. **Receipt of Chapter 175 Premium Tax Monies:** The Town has represented to County that it has passed an ordinance assessing and imposing the tax authorized under Section 175.101, ~~Florida Statutes, and that it will take no act to repeal or~~ invalidate such ordinance, or to amend it to so as to reduce its impact. The Town has also represented that a majority of the firefighters or Plan participants have agreed that the Chapter 175 premium tax monies received from the State of Florida, on an annual basis, are to be allocated entirely to the defined benefit portion

of the Plan, in accordance with the Plan's provisions and Section 175.351(13), Florida Statutes.

The Town further acknowledges that the continued receipt of the Chapter 175 tax monies and their use as set forth in the Plan (Section 14-101(b)(1) of the Lantana Code) is an important and necessary revenue source for the County's fulfillment of its obligations under the Fire Protection Agreement and its collective bargaining agreements.

The parties also acknowledge that the County has been advised by Patricia Schoemaker, Retirement Administrator, Municipal Police Officers' and Firefighters' Retirement Fund, State of Florida Division of Retirement, that the Plan must retain its status as a municipal employee pension benefit plan to continue to receive the Chapter 175 premium tax monies. Accordingly, the Town agrees that it shall not take any action to impair or threaten the Plan's status and the continued receipt of Chapter 175 tax revenues, ~~without the prior consent of the County.~~ The Town shall not be held liable for the acts or the failure of others to act which result in the elimination or reduction of the premium tax monies.

Section 8. Election Under Section 121.011, Florida Statutes: The firefighter employees of the Town to be employed by the County under the terms of the Fire Protection Agreement will be

entitled to exercise any rights they may have to elect to continue to participate in the Plan or to become a member of the Florida Retirement System. The Town and County shall work cooperatively so as to facilitate the exercise of any such rights.

Section 9. **Amendments to Plan:** The Town affirmatively represents and warrants that it shall not initiate or approve any amendment to the Plan, through a local ordinance or any other means lawfully available to it, without first obtaining the express written consent of the County. In the event the Town shall fail to first obtain the County's consent, the County will have the following options (which it may exercise singularly or in any combination thereof): to immediately terminate the Fire Protection Agreement; to require the Town to immediately rescind or repeal its action; and/or to reimburse the County for all costs and expenses which the County has or will incur as a result of the Plan amendment approved by the Town. Moreover, if as a result of the ~~Town's action, a breach of contract or unfair labor practice charge~~ or claim is asserted or filed against the County, the Town shall indemnify and hold the County harmless from and against all liabilities, costs, and expenses, including reasonable attorney fees which the County may incur in its defense or be found liable

for as the result of the decision of any arbitrator or court of law.

Section 10. **Notice of Claims:** The Town agrees to immediately forward to the County Administrator any correspondence, claim, suit, or the like, it receives from the State of Florida, any employee or Plan beneficiary, or any other person or entity, relating in any fashion to the Plan. Town agrees to provide any original document requested by County, if needed by the County in the defense of any claim or suit, and a copy of any document relating to Plan which the Town has in its possession, upon the request of the County.

Section 11. **Cooperation:** The parties agree to work cooperatively to insure that all funds due and owing to the Fund are deposited therein in accordance with the requirements of the Plan and law. The Town shall forward to the County all actuarial valuations, statements of actuarial impact, reports, financial ~~statements and the like received from the Board of Trustees, the~~ Plan administrator, the State, or any other person.

The Town shall notify the State of Florida, Division of Retirement, of the County's role and obligations relating to the Plan, and request the Division of Retirement to copy the County on all correspondence between it and the Town.

It is the parties' intent, consistent with the provisions of Chapter 175 and 112, Florida Statutes, that the assets and liabilities of the Plan remain under the ultimate control of the Town. Notwithstanding this retention of control, the Town shall not initiate, fail to act, or undertake any action which shall be detrimental, in any fashion whatsoever, to the interests of the County under this Agreement and the Fire Protection Agreement, or which shall affect or threaten the actuarial soundness and the continuation of the Plan without the prior express consent of the County.

Section 12. **Limited Role of Town:** The parties agree that the role of the Town shall be limited to that contemplated hereunder, in the Fire Protection Agreement, or as otherwise required by law. Except as expressly provided herein, the Town shall have no continuing obligation or responsibility for the administration, funding or actuarial soundness of the Plan and the ~~County shall become responsible for the obligations of the employer~~ of the Plan's participants.

Section 13. **Modification and Amendment:** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the

same formality and equality of dignity herewith. Moreover, except as provided herein, this Agreement shall not be construed to modify the Interlocal Agreement.

Section 14. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial interpretation, be construed more severely against one of the parties than the other.

Section 15. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

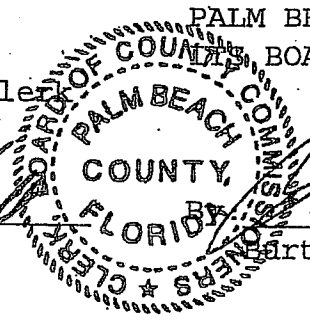
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IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY
Dorothy H. Wilken, Clerk, BOARD OF COUNTY COMMISSIONERS

By: *Michelle Hall* Deputy Clerk
By: *Art Aaronson* Chairman



SEP 16 1997

Approved as to Form and
Legal Sufficiency

Maureen Cullen for
Donna Raney
Assistant County Attorney

R97 1252D

ATTEST:

TOWN OF LANTANA, BY AND THROUGH
ITS TOWN COUNCIL

By: *Pat Scerza*
Pat Scerza, Clerk
Town of Lantana

By: *Michael Wilson*
Michael Wilson, Vice Mayor

Approved as to Form and
Legal Sufficiency

Trela White
Trela White
Town Attorney