



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>	Yes _____	No _____			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

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

IMPACT UNDETERMINABLE. The FBI paid only for services used, which were billed by the County on a cost reimbursement basis.

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

\_\_\_\_\_  
 OFMB  
*N. Diaz* 1/18/2011  
 01/18/11

\_\_\_\_\_  
 Contract Development and Control  
*Dr. J. Jacobs* 1/18/11

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney  
*Amber (Uye)* 1/21/11

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

## TERMINATION OF INTERLOCAL AGREEMENT

**THIS TERMINATION OF INTERLOCAL AGREEMENT ("Termination")** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the U.S. Department of Justice/Federal Bureau of Investigation, a Federal Agency ("FBI").

### WITNESSETH:

**WHEREAS**, County and the FBI entered into that certain Interlocal Agreement dated August 16, 2005 (R2005-1479), as amended by that certain First Amendment to Interlocal Agreement dated March 9, 2010 (R2010-0337) (Collectively referred to herein as the "Agreement"), relating to the County's provision of fuel management services to the FBI as described therein; and

**WHEREAS**, the parties have agreed to terminate the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County and the FBI hereby terminate, cancel and extinguish the Agreement and County is hereby relieved of all obligations under the Agreement, which arise subsequent to the effective date of this Termination.
3. Despite this Termination, the FBI shall remain obligated to the County for payment of all costs incurred by the County through the effective date of this Termination that are associated with fuel purchases, pursuant to the terms of the Agreement. Upon the County's receipt of payment for the foregoing, the FBI shall be relieved of all further obligations under the Agreement.
4. This Termination shall become effective when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have caused this Termination to be executed as of the day and year first above written.

**ATTEST:**

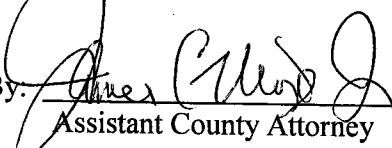
**SHARON R. BOCK  
CLERK & COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk


**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_  
Karen T. Marcus, Chair

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

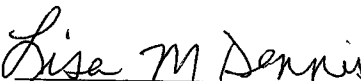
By:   
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS:**

By:   
Audrey Wolf, Director  
Facilities Development & Operations

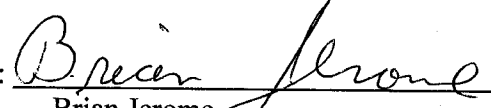
**ATTEST:**

**WITNESS:**

  
Witness Signature

Lisa M. Dennis  
Print Witness Name

**U.S. DEPARTMENT OF JUSTICE/  
FEDERAL BUREAU OF INVESTIGATION**

By:   
Brian Jerome  
Special Agent in Charge of Fuel