Agenda Item #: 3H-8

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	February 1, 2011	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public He	earing
Department:	Facilities Developme	nt & Operations		
		I. EXECUTIVE BRI	<u>EF</u>	
(R2005-1479) v	with the U.S. Departm	ds motion to approve ent of Justice/Federal lement services to the F	Bureau of Investigatio	nterlocal Agreement on (FBI) terminating
provided for the years, which we (R2010-0337). the FBI based of definition of "State that federal age preserve its tax not considered which is the provided of the provided preserve its tax and considered which is the provided preserve its tax not considered which is the provided preserve its tax not considered which is the provided preserve its tax not considered which is the provided preserve its tax not considered which is the provided preserve its tax not considered which is the provided preserve its tax not considered which is the provided preserve its tax not considered which is the preserve it	e County's provision of as extended until Aug Pursuant to the terms of on the premise that the state". On October 28, encies are not included exempt status regarding	Board approved an Ir of fleet management segust 15, 2016, via a Fof the Interlocal Agreer FBI is included by the 2010, the Office of Cl within the definition ag its fuel purchases the on of "State". Therefore untywide (JM)	ervices to the FBI for irst Amendment to In ment, the County has build Internal Revenue Services Counsel of the IR of "State". In order to County cannot sell to	a period of five (5) aterlocal Agreement been reselling fuel to rice (IRS) within the S issued an opinion or for the County to to any agency that is
Revenue Service	e issued Memorandur	October 28, 2010, the n Number 201044004 n the definition of "Sta	whereby a determina	nsel of the Internal tion was made that
Attachments:				
Terminat	ion of Interlocal Agree	ment		
Recommended	By:	my Worf	1/9/11	
	Dep	artment Director	Date	,
Approved By:	Con	nty Administrator	Date	4/2011

## II. FISCAL IMPACT ANALYSIS

Fisca	ll Years	2011	2012	2013	2014
Capit	tal Expenditures				
_	rating Costs				
	rnal Revenues				
	ram Income (County) ind Match (County			**************************************	
NET	FISCAL IMPACT			<u> </u>	
	DITIONAL FTE ITIONS (Cumulative)			<del></del>	
Is Ite	em Included in Current Budget	: Yes	N	о	
Budg	et Account No: Fund	Dept	U	nit	Object
	Pr	ogram	-		
В.	D	nds/Summa	of Fiscal Imr	act.	
	Recommended Sources of Fu	uus/Summarv		, m v c i	
	Recommended Sources of Fu		_		County on a cost
iWo	Recommended Sources of Functional Sources of Function Recommended Sources of Function Recommend Function Recommended Function Recommended Function Recommended		_		County on a cost
iWo	DETERMWALK. The FBI paid only	for services use	d, which were	billed by the	County on a cost
w <sub>D</sub> reimb	DETERNINABLE, The FBI paid only in pursement basis.	for services use	d, which were	billed by the	County on a cost
w <sub>D</sub> reimb	DETERNINABLE, The FBI paid only in pursement basis.	for services use	d, which were	billed by the	County on a cost
reimb	DETERMINABLE. The FBI paid only poursement basis.  Departmental Fiscal Review:	for services use	d, which were	billed by the	County on a cost
reimb	DETERMINABLE. The FBI paid only poursement basis.  Departmental Fiscal Review:	III. <u>REVIE</u>	d, which were	billed by the	County on a cost
reimb	DETERMINABLE. The FBI paid only poursement basis.  Departmental Fiscal Review:	III. <u>REVIE</u>	W COMMEN	TIS Jan	even ) 1, x
reimb	DETERMINABLE. The FBI paid only pursement basis.  Departmental Fiscal Review:  OFMB Fiscal and/or Contractions.	III. <u>REVIE</u>	d, which were	TIS Jan	even ) 1, x
reimb	Departmental Fiscal Review:  OFMB Fiscal and/or Contractions  OFMB	III. <u>REVIE</u>	W COMMEN	TIS Jan	even ) 1, x
reimb	DETERMINABLE. The FBI paid only pursement basis.  Departmental Fiscal Review:  OFMB Fiscal and/or Contractions.	III. <u>REVIE</u>	W COMMEN	TIS Jan	even ) 1, x
reimb	Departmental Fiscal Review:  OFMB Fiscal and/or Contract  OFMB  Legal Sufficiency:	III. <u>REVIE</u>	W COMMEN	TIS Jan	even ) 1, x
reimb	Departmental Fiscal Review:  OFMB Fiscal and/or Contract  OFMB  Legal Sufficiency:	III. <u>REVIE</u>	W COMMEN	TIS Jan	even ) 1, x
reimb	Departmental Fiscal Review:  OFMB Fiscal and/or Contract  OFMB  Legal Sufficiency:	III. <u>REVIE</u>	W COMMEN	TIS Jan	even ) 1, x
C. A.	Departmental Fiscal Review:  OFMB Fiscal and/or Contract  OFMB  Legal Sufficiency:  Assistant County Attorney	III. <u>REVIE</u>	W COMMEN	TIS Jan	even ) 1, x
C. A.	Departmental Fiscal Review:  OFMB Fiscal and/or Contract  OFMB  Legal Sufficiency:  Assistant County Attorney	III. <u>REVIE</u>	W COMMEN	TIS Jan	even )

G: SCOOPER FLEET MANAGEMENT SERVICES FBI AGENDA ITEM FBI TERMINATION 02.01.11 DOCX

## 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	PALM BEACH COUNTY, a political subdivision of the State of Florida
By:	By:
Deputy Clerk	Karen T. Marcus, Chair
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:
Assistant County Attorney	By: Audrey Wolf, Director Facilities Development & Operations
ATTEST:	
WITNESS:	U.S. DEPARTMEN OF JUSTICE/ FEDERAL BUREAU OF INVESTIGATION
Susa M Dennis Witness Signature  Lisa M. Dennis Print Witness Name	By: Decen Special Agent in Charge of Fuel

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