

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	20____	20____	20____
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>\$(6,450)</u>	<u>\$(11,000)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$(6,450)</u>	<u>\$(11,000)</u>	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Reporting Category _____

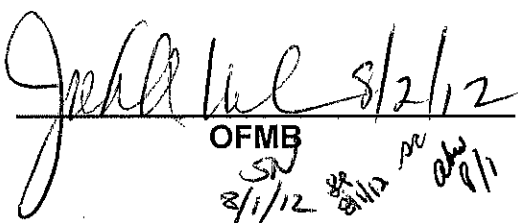
B. Recommended Sources of Funds/Summary of Fiscal Impact:

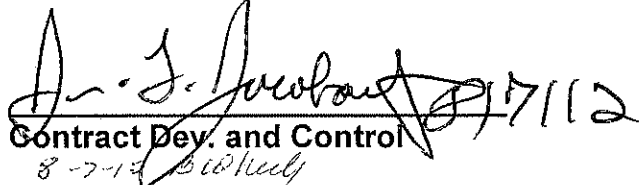
Revenue will be recorded in the Office of Inspector General Special Revenue Fund. The FY 2013 amount of \$11,000 is based on the preliminary LOGER calculation and OIG proposed budget. The final calculation will be available prior to the beginning of the fiscal year.

C. Departmental Fiscal Review:

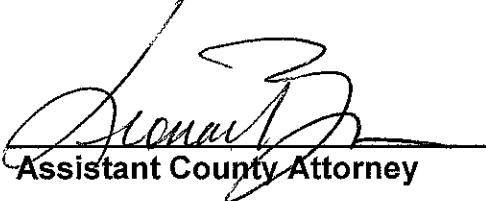
III. REVIEW COMMENTS

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


 OFMB
 8/1/12
 8/1/12


 Contract Dev. and Control
 8-7-12

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

INTERLOCAL GRANT AGREEMENT

This Interlocal Grant Agreement is made the _____ day of _____, 2012, between the Town of Lantana, a municipality located in Palm Beach, Florida (hereinafter "Town") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, based on overwhelming voter approval in a countywide referendum, the voters approved meaningful ethics reform for both County and municipal governments, including the creation, operation, and funding of an Office of Inspector General by countywide Ordinance 2011-009 (hereinafter "Ordinance"); and

WHEREAS, this Ordinance provides a method of apportioning the costs of the Office of Inspector General budget among the County and each Town in a fair and equitable manner in order to adequately fund the Office of Inspector General operations;

WHEREAS, certain cities have filed a lawsuit challenging the validity of the Ordinance as it relates to the funding method for the Office of Inspector General operations; and

WHEREAS, the Town of Lantana has not filed suit challenging the Ordinance, but due to

the pendency of this lawsuit, the Clerk and Comptroller also having joined the lawsuit to determine its rights and responsibilities under the Ordinance, will not act in furtherance of the Ordinance until the pending case is resolved by the court or agreement of the parties;

WHEREAS, the Town of Lantana wants to support the Office of Inspector General operations by providing a grant for its share of funding of Inspector General operations as reflected in the Ordinance; however, the parties recognize that this grant is not being made pursuant to any ordinance, instead the Town finds that voluntarily granting these funds to the County furthers the vital public purpose of meaningful ethics reform as determined by a majority of voters within the Town and County, and to support the needed operations of the Office of Inspector General;

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

Section 1. Incorporation of Recitals

All previous recitals set forth above are specifically incorporated herein by direct reference.

Section 2. Purpose and Calculation of Funding Amount

The purpose of this Agreement is to provide for quarterly grants for the adequate funding of the Office of Inspector General operations to enable the office to carry out the full scope of its duties. The Town's funding amount shall be based on its actual expenses as recorded in the most recent audited year and reported in the Florida Department of Financial Services Local Government Electronic Reporting system (LOGGER), pursuant to section 218.32, Florida Statutes, as may be amended. Each Town's proportionate share shall be based on its actual expenses as defined in the then current Uniform Accounting System Manual, published by the State of Florida, Department of Financial Services, Bureau of Local Government, and shall include the following Object Categories:

30 - Operating Expenditures/Expenses; 60 - Capital Outlay; and 80 - Grants and Aids.

Notwithstanding the above, however, law enforcement, pension funds, electric utility services, fire

control, and intergovernmental transfer costs shall not be included in the proportionate share calculation.

Section 3. Definitions

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Grant Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms of the Agreement.

Section 4. Representative/Monitoring Position

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Brad Merriman, Assistant County Administrator, whose telephone number is (561) 355-4019.

The TOWN'S representative/contract monitor during the term of this Agreement shall be Crystal Gibson, Town Clerk, whose telephone number is (561) 540-5016.

Section 5. Effective Date/Term and Filing

This Agreement shall be signed in triplicate by both parties and filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to section 163.01 of *Florida Statutes*; and shall become effective when so filed. The term of this agreement shall be from the effective date through September 30, 2013, and shall continue in full force and effect up to and through the conclusion of this term unless otherwise terminated as provided herein. The Agreement may be renewed or extended for additional one (1) year terms upon mutual written agreement of the parties.

Section 6. Refunds of Initial Payments, Future Grant Statements and Payments

A. **Refund and Re-Submission of Initial Payments:** The County and Town acknowledge that the Town may have made the initial payments pursuant to the Ordinance to fund the operation of the Office of Inspector General. The County and Town also acknowledge that there is a pending lawsuit styled *Town of Gulf Stream, et al., v. Palm Beach County*, challenging the

propriety of the funding methodology set forth in the Ordinance, however, the Town has not joined, nor is it part of this lawsuit.

The Town acknowledges that upon entry of a Court Order in the referenced lawsuit, the Town will receive a refund of any initial payments made pursuant to the Ordinance. Further, upon receipt of any refund in the amount set forth in Exhibit "A" attached hereto, the Town agrees to voluntarily re-submit this refund to the County solely under the authority of this Agreement and not pursuant to any ordinance, within 30 days of receipt of same.

B. Funding through FY 2012: The County and Town acknowledge that the Town wishes to make voluntary grant payments to fund the operations of the Office of Inspector General. In order to promptly and accurately do so pursuant to this Agreement, the Town agrees to pay its proportionate share through FY 2012 as set forth in Exhibit A to this Agreement no later than August 10, 2012, or within thirty days of the effective date of this Agreement, whichever comes later.

C. Future Grant Payments and Calculations: The County and Town agree that the amount of voluntary grant payments beyond FY 2012, will be recalculated on the fifth business day of each July of each subsequent fiscal year for the term of this Agreement using the "LOGGER Calculation", as set forth herein, and that the Town will receive quarterly grant statements from the County based upon this calculation. The County shall notify the Town of grant funding due pursuant to this Agreement on October 10, January 10, April 10 and July 10 of each fiscal for the term of this Agreement. Payment shall be submitted to the County and due no later than thirty days from the date of each notice.

Section 7. Termination

This Agreement may be voluntarily terminated by either party hereto, with or without cause, upon ninety (90) days written notice to the other party.

Section 8. Annual Appropriation

The obligations of the Town pursuant to this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Town Council of the Town of Lantana.

Section 9. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

COUNTY

Palm Beach County
301 N. Olive Avenue, Rm. 1101
West Palm Beach, FL 33401

TOWN

Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

Section 10. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or Town officers and shall in no way whatsoever be deemed or construed to constitute a transfer of powers.

Section 11. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes, (2011), as amended.

Section 12. Amendments

This Agreement may be amended only by the duly authorized and executed written amendment(s) to this Agreement.

Section 13. Equal Opportunity Provision

The COUNTY and the TOWN agree that no person shall, on the grounds of race, color, sex,

national origin, disability, religion, ancestry, marital status, 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 14. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 15. Severability

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

Section 16. Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to the subject matter of this Agreement.

[The remainder of this page intentionally left blank]

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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


By: _____
Deputy Clerk

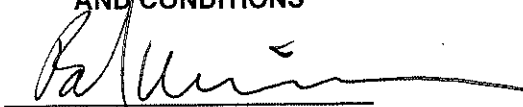
By: _____
Chairman

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

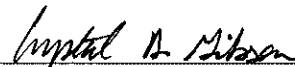
APPROVED AS TO TERMS
AND CONDITIONS

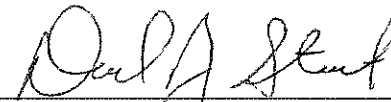
By: 
County Attorney



ATTEST:

TOWN OF LANTANA, FLORIDA


Crystal D. Gibson, MMC, Town Clerk

By: 
David J. Stewart, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

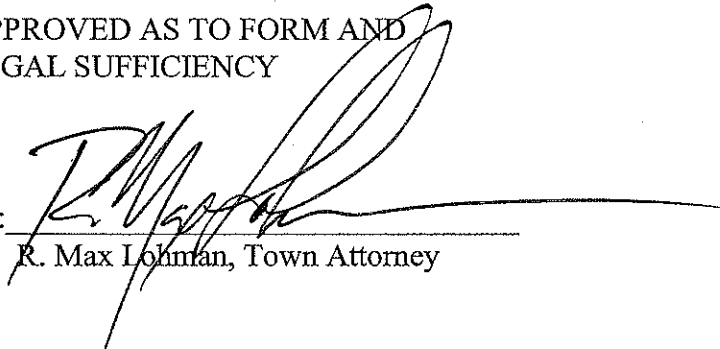
By: 
R. Max Lohman, Town Attorney

Exhibit A

Town of Lantana

Refund and Re-Submission of Initial Payments

FY 2011	\$ 2,883
FY 2012 1st Quarter	<u>2,150</u>
Total Refund and Re-Submission of Initial Payments	\$ 5,033

Grant Funding through FY 2012

FY 2011	\$ -
FY 2012 1st Quarter	-
FY 2012 2nd Quarter	2,150
FY 2012 3rd Quarter	2,150
FY 2012 4th Quarter	<u>2,150</u>
Total amount due for FY 2011 and FY 2012	\$ 6,450