

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>\$(615)</u>	<u>\$(2,991)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$(615)</u>	<u>\$(2,991)</u>	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

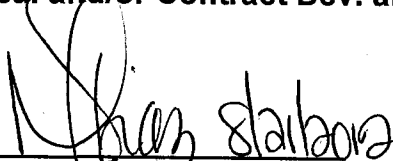
B. Recommended Sources of Funds/Summary of Fiscal Impact:


Revenue will be recorded in the Office of Inspector General Special Revenue Fund. The FY 2013 amount of \$2,991 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
 SW 8/24/12 eld/lu


 Contract Dev. and Control

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 City/Town/Village of Glen Ridge, a municipality located in Palm Beach, Florida (hereinafter "CITY") 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 city 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, Glen Ridge 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, Glen Ridge 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 City 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 City 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 City'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 City'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 CITY'S representative/contract monitor during the term of this Agreement shall be Michelle Suiter, Town Manager, whose telephone number is (561) 697-8868.

Section 5. Effective Date/Term

This Agreement shall take effect upon final execution. The term of this agreement shall be for a period of (1) one year, from the date of final execution and shall continue in full force and effect up to and through the conclusion of this term unless otherwise terminated as provided herein.

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

A. Refund and Re-Submission of Initial Payments: The County and City acknowledge that the City may have made the initial payments pursuant to the Ordinance to fund the operation of the Office of Inspector General. The County and City 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 City has not joined, nor is it part of this lawsuit.

The City acknowledges that upon entry of a Court Order in the referenced lawsuit, the City 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 City 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 City acknowledge that the City 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 City 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 City 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 City will receive quarterly grant statements from the County based upon this calculation. The County shall notify the City 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 upon ninety (90) days written notice to the other party. However, in the event a default lasting more than thirty (30) days when there has been no written notice of termination provided, the parties agree to submit to mediation as soon as practicable after this thirty (30) day period prior to terminating this Agreement.

The parties further agree that the mediator shall be selected from Mediation, Inc.,

Section 8. Annual Appropriation

Each party's performance and obligation to pay under this agreement shall be assured by an annual budgetary appropriation by its respective governing body for subsequent fiscal years for the duration of this Agreement.

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	CITY
Palm Beach County	Glen Ridge
301 N. Olive Avenue, Rm. 1101	1501 Glen Road
West Palm Beach, FL 33401	Glen Ridge, FL 33406

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 city officers.

Section 11. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 12. 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, (2010), as amended.

Section 13. Amendments

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

Section 14. Equal Opportunity Provision

The COUNTY and the CITY 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 15. Captions

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

Section 16. 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 17. Entirety of Agreement

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

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: _____
Shelley Vana, Chair

(SEAL)

WITNESSES:

James Ussery
Signature

James Ussery
Print Name

John M Hadden
Signature

John M Hadden
Print Name

By: Alice Melane
Signature

Alice Melane
Type or Print Name

Mayor
Title/Position

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

[Signature]

Exhibit A

Town of Glenn Ridge

Refund and Re-Submission of Initial Payments

FY 2011	\$	17
FY 2012 1st Quarter		<u>35</u>
Total Refund and Re-Submission of Initial Payments	\$	52

Grant Funding through FY 2012

FY 2011	\$	-
FY 2012 1st Quarter		-
FY 2012 2nd Quarter		35
FY 2012 3rd Quarter		35
FY 2012 4th Quarter		<u>35</u>
Total amount due for FY 2011 and FY 2012	\$	105

INTERLOCAL GRANT AGREEMENT

This Interlocal Grant Agreement is made the 13th day of August, 2012, between the Town of Jupiter Inlet Colony, 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.

W I T N E S S E T H

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, by Ordinance 2011-009 (hereinafter "Ordinance"), County provided for the creation, operation and funding of an Office of Inspector General; and

WHEREAS, this Ordinance provides a method of apportioning the costs of the Office of Inspector General budget among the County and each city 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, Jupiter Inlet Colony 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, Jupiter Inlet Colony 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. 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/contact 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 John Pruitt, whose telephone number is (561) 746-3787.

Section 5. Effective Date/Term. This Agreement shall take effect upon filing with the clerk of the circuit court. The term of this agreement shall be until 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.

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 may 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 October 1, 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 upon ninety (90) days written notice to the other party.

Section 8. Annual Appropriation. Each party's performance and obligation to pay under this agreement shall be assured by an annual budgetary appropriation by its respective governing body for subsequent fiscal years for the duration of this Agreement.

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, Room 1101
West Palm Beach, FL 33401

TOWN

Jupiter Inlet Colony
1 Colony Road
Jupiter Inlet Colony, FL 33469

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.

Section 11. Filing. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 12. 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, (2010), as amended.

Section 13. Amendments. This Agreement may be amended only by the duly authorized and executed written amendment(s) to this Agreement.

Section 14. 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 15. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 16. 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 17. Entirety of Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

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: _____
Shelley Vana, Chair

(SEAL)

WITNESSES:

TOWN OF JUPITER INLET COLONY

Gasper Taormina
Gasper Taormina, Town Clerk

By: Daniel J. Comerford, III
Daniel J. Comerford, III

GASPER TAORMINA
Print Name

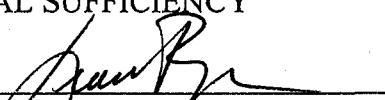
DANIEL J. COMERFORD, III
Print Name

Samuel John Pruitt
John Pruitt, Town Admin. Officer

Mayor
Title/Position

SAMUEL JOHN PRUITT
Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

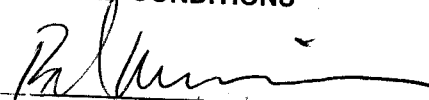

By:

Exhibit A

Town of Jupiter Inlet Colony

Refund and Re-Submission of Initial Payments

FY 2011	\$	175
FY 2012 1st Quarter		170
Total Refund and Re-Submission of Initial Payments	\$	<u>345</u>

Grant Funding through FY 2012

FY 2011	\$	-
FY 2012 1st Quarter		-
FY 2012 2nd Quarter		170
FY 2012 3rd Quarter		170
FY 2012 4th Quarter		170
Total amount due for FY 2011 and FY 2012	\$	<u>510</u>