

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	20__	20__	20__
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>\$2218</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$2218</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

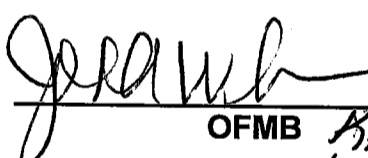
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Revenue will be recorded in the Office of Inspector General Special Revenue Fund. The FY 2014 amount of \$2218. is based on the LOGER calculation and OIG adopted budget.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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



 OFMB *BN 8/21/13 12/26/13*



 Contract Dev. and Control *12/30/13 12-27-13*

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

 Department Director

GRANT AGREEMENT

This Grant Agreement is made the _____ day of _____, 201_, between the Town of Loxahatchee Groves, a municipality located in Palm Beach, Florida (hereinafter MUNICIPALITY") 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, 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 MUNICIPALITY 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, MUNICIPALITY 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, MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY and County, and to support the needed operations of the Office of Inspector General.

NOW THEREFORE, in consideration of the 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 biannual 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 MUNICIPALITY'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 MUNICIPALITY'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. Grant Payments and Calculations

The COUNTY and the MUNICIPALITY agree that the biannual grant payments for FY 2014 shall be \$1109.00 for a total annual grant of \$2,218.00. Future grant payment amounts for subsequent fiscal years will be recalculated for the term of this Agreement using the LOGER calculation described in Section 2 of this Agreement. The COUNTY will provide the MUNICIPALITY notice of this recalculated amount on or before August 10 of each year. For FY 2014, the COUNTY will provide notice of grant amounts due on January 10, 2014 and July 10, 2014. For subsequent fiscal years, the COUNTY will provide notice of grant amounts due on October 10 and July 10 of each year for the term of this 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 MUNICIPALITY'S representative/contract monitor during the term of this Agreement shall be the Town Manager, Mark Kutney, whose telephone number is (561) 793-2418.

Section 5. Credit for all payments received.

In the event the COUNTY prevails in the aforementioned lawsuit, *Town of Gulf Stream, et al. v. Palm Beach County*, the COUNTY may have a cause of action against the MUNICIPALITY for all sums due the COUNTY in accordance with the Ordinance that is the subject of the lawsuit. The COUNTY acknowledges and agrees that all amounts paid by the CITY to the COUNTY pursuant to this Agreement shall be credited against an amount the COUNTY may seek in such cause of action. The terms of this provision shall survive termination of this Agreement.

Section 6. Effective Date/Term

This Agreement is retroactive in nature and shall take effect October 1, 2013. The Agreement shall continue until September 30, 2015 unless otherwise terminated as provided herein.

Section 7. Termination

This Agreement may be voluntarily terminated by either party hereto upon thirty 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, Rm. 1101

West Palm Beach, FL 33401

MUNICIPALITY

Town of Loxahatchee Groves

14579 Southern Blvd., Suite #2

Loxahatchee Groves, FL 33470

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 municipal officers.

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, (2010), as amended. No provision of this Agreement is intended to, or shall 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 12. Amendments

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

Section 13. Captions

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

Section 14. 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 15. Entirety of Agreement

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

[Remainder of this page left intentionally 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: _____
Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
County Attorney

By: *[Signature]*

ATTEST:

Town of Loxahatchee Groves, FLORIDA

[Signature]
Municipal Clerk for Susan Eichhorn

By: *[Signature]*
Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
Municipal Attorney