

Agenda Item #:

3A-1

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: October 1, 2013      ☒ Consent      ☐ Regular  
   ☐ Ordinance      ☐ Public Hearing

Department: County Administration

Submitted By:

Submitted For:

**I. EXECUTIVE BRIEF**

**Motion and Title:**

Staff recommends motion to approve the First Amendment to Interlocal Grant Agreement (R2012-1172) with the Town of Glen Ridge to voluntarily assist in funding the Office of Inspector General Operations.

**Summary:**

The agreement provides a means for the Town of Glen Ridge to voluntarily provide quarterly grant payments to Palm Beach County to assist in funding the Office of Inspector General (OIG). The payments equal the amount of funding the Town would have paid pursuant to the cost apportionment method outlined in the Inspector General Ordinance. The payment for Glen Ridge for each quarter of FY 2014 equals \$17.  
(District 2) LB/PM

**Background and Justification (or Policy Issues):**

Fourteen municipalities filed suit against the County challenging the Inspector General Ordinance. The Clerk and Comptroller joined in the lawsuit to determine its rights and responsibilities under the ordinance. As a result, the Clerk and Comptroller is not invoicing municipalities for funding the OIG, and not releasing any funds collected pursuant to ordinance. While all the cities are receiving OIG services, none are paying for it. The County Commission directed staff to determine whether the cities not participating in the lawsuit would be willing to assist in funding the OIG. Those willing to do so have been asked to execute this agreement.

**Attachments:**

Interlocal Agreement with the Town of Glen Ridge (3)

Recommended by: N/A      Date \_\_\_\_\_  
   Department Director

Approved By: [Signature]      9/5/13      Date \_\_\_\_\_  
   County/Deputy/Assistant County Administrator

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2014	2015	20__	20__	20__
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	\$(66)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$(66)	_____	_____	_____	_____
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:

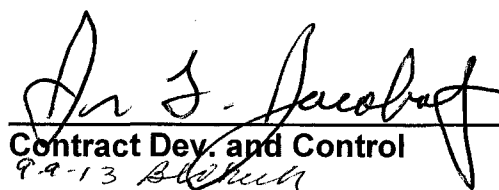
Revenue will be recorded in the Office of Inspector General Special Revenue Fund. The FY 2014 amount of \$66 is based on the LOGER calculation and OIG proposed budget.

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

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

  
OFMB 9/5 JP SA 9/4/13  
alt 9/4/13

 9/9/13  
Contract Dev. and Control  
9.9-13 B. Smith

### B. Legal Sufficiency:

  
Assistant County Attorney

### C. Other Department Review:

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

REVISED 9/03

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

## FIRST AMENDMENT TO INTERLOCAL GRANT AGREEMENT

This First Amendment to the Interlocal Grant Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2013, between the Town of Glen Ridge, a municipality located in Palm Beach County, 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, the TOWN and COUNTY entered into that certain Interlocal Grant Agreement on September 11, 2012 (R2012-1172)(hereinafter "Agreement"), which enabled the TOWN to provide grant funding to support operation of the Office of Inspector General; and

WHEREAS, the TOWN and the COUNTY wish to extend the Agreement for one year by entering into this first amendment to the interlocal grant agreement;

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

**Part I. Incorporation of Recitals.** The recitals set forth above are specifically incorporated herein by direct reference.

**Part II.** Section 5 of the Agreement is amended as follows:

**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~~ until September 30, 2015, and shall continue in full force and effect up to and through the conclusion of this term unless otherwise terminated as provided herein.

**Part III.** Subsection 6.C. of the Agreement is amended as follows:

**C. Future Grant Payments and Calculations:** The County and ~~City~~ Town agree that the amount of voluntary grant payments beyond FY 2012, will be recalculated on ~~the fifth business day of each~~ July 31 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 year for the term of this Agreement. The County and the Town agree that each quarterly payment for the period October 1, 2013

through September 30, 2014 shall be \$ 17.00 . Payment shall be submitted to the County and due no later than thirty days from the date of each notice.

**Part IV.** Except as explicitly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment to the Interlocal Grant 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: \_\_\_\_\_  
Steven L. Abrams, Mayor

(SEAL)

WITNESSES:

TOWN OF GLEN RIDGE

Alice McLane  
Alice McLane

Print Name

Michelle Switer

Michelle Switer

Print Name

[Signature]

Approved as to form and legal sufficiency

By: John M. Hadden

John M. Hadden

Print Name

Councilman

Title/Position

[Signature]

Approved as to terms and conditions