Agenda Item #:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting	Date:	October	21,	2014
---------	-------	---------	-----	------

[x] Consent [] Ordinance [] Regular [] Public Hearing

Department: County Administration

Submitted By:

Submitted For:

I. EXECUTIVE BRIEF

Staff recommends motion to approve: a Second Amendment to Interlocal Grant Agreement (2012-1173) (2013-1361) with the Town of Jupiter Inlet Colony to voluntarily assist in funding the Office of Inspector General Operations for an additional year.

Summary:

The agreement: provides a means for the Town of Jupiter Inlet Colony to voluntarily provide bi-annual grant payments to Palm Beach County to assist in funding 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. This amendment extends the agreement for one additional year. Each bi-annual payment for FY2015 equals \$604.50. (District 1) LB

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. While all the cities are receiving OIG services, only a few are paying for it by entering into agreements such as this.

Attachments:

Interlocal Agreement with the Town of Jupiter Inlet Colony (3)

Recommended	by: N/A		
	Department Director	Date	
Approved By: _	Pullin		
	'County/Deputy/Assistan	t County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	20	20	20
Capital					
Expenditures Operating Costs					
External Revenues	\$(1209)				
Program Income (County)	and the second descent second descent second descent second descent second descent second descent second descen				
In-Kind Match (County)	No.				
NET FISCAL IMPACT	<u>\$(1209)</u>		••		
No. ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included In Curren	t Budget? Y	'es	Νο		
Budget Account No.: F	und <u>1483</u>	Departme	nt_ <u>270</u> l	Jnit 200	
Object Repor	ting Categor	y			_

- **Recommended Sources of Funds/Summary of Fiscal Impact:** Β. Revenue will be recorded in the Office of Inspector General Special Revenue Fund. The FY 2015 amount 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

OFMB Fiscal, and/or Contract Dev. and Control Comments: Α.



ract Dev. and Control 9. 30-14 & Wheeler

В. Legal Sufficiency:

ssistant 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.)

SECOND AMENDMENT TO INTERLOCAL GRANT AGREEMENT

This Second Amendment to the Interlocal Grant Agreement is made this _____ day of ______, 2014, between the Town of Jupiter Inlet Colony, 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.

WITNESSETH

WHEREAS, the TOWN and COUNTY entered into that certain Interlocal Grant Agreement on September 11, 2012 (R2012-1173)(hereinafter "Agreement"), which enabled the TOWN to provide grant funding to support operation of the Office of Inspector General; and

WHEREAS, the TOWN and COUNTY amended the Agreement on October 22, 2013 (R2013-1361) to extend its term for an additional year; and

WHEREAS, the TOWN and the COUNTY wish to extend the Agreement for one year by entering into this second 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:

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

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

<u>Section 5. Effective Date/Term.</u> This Agreement shall take effect upon filing with the clerk of the circuit court. The term of this Agreement shall be 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 Town agree that the

amount of voluntary grant payments beyond FY 2012, will be recalculated on August 31 of each subsequent fiscal year for the term of this Agreement using the "LOGER Calculation", as set forth herein, and that the Town will receive bi-annual grant notifications from the County based upon this calculation. The County shall notify the Town of grant funding due pursuant to this Agreement on January 10, and July 10 of each fiscal year for the term of this Agreement. <u>The County and the Town</u>

1

agree that each bi-annual payment for the period October 1, 2014 through September 30, 2015 shall be

<u>\$604.50</u>. Payment shall be submitted to the County and due no later than thirty days from the date of each notice.

each notice.

<u>**Part IV.**</u> 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 Second 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:_

Priscilla A. Taylor, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: alliel County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Mayor

By:

Assistant County Administrator

mer

tu

TOWN OF JUPITER INLET COLONY

ATTEST:

By: Admin, strater

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Town Attorney

2