Agenda Item #: 3A - 2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 17, 2015 [x] Consent [] Regular [] Ordinance [] Public Hearing

Department: County Administration

I. EXECUTIVE BRIEF

Motion and Title:

Staff recommends motion to approve Amendments to Interlocal Grant Agreements with (4) municipalities within Palm Beach County that have agreed to voluntarily assist in funding the Office of Inspector General Operations. These amendments are for the period of October 1, 2015 through September 30, 2017.

- 1. First Amendment to Interlocal Grant Agreement (R2013-1535) with the Town of Cloud Lake in the amount of \$173.00
- 2. Second Amendment to Interlocal Grant Agreement (R2013-1273) (R2012-1172) with the Town of Glen Ridge in the amount of \$74.00
- 3. Third Amendment to Interlocal Grant Agreement (R2014-1545) (R2013-1361) (R2012-1173) with the Town of Jupiter Inlet Colony in the amount of \$1,137.00
- 4. Second Amendment to Interlocal Grant Agreement (R2013-1536) (R2012-1154) with the Town of Lantana in the amount of \$12,017.00

Summary:

The agreements provide a means for these municipalities to voluntarily provide biannual and/or annual grant payments to Palm Beach County to assist in funding The Office of Inspector General (OIG). The payments equal the amount of funding the Municipalities would have paid pursuant to the cost apportionment method outlined in the Inspector General Ordinance. The total annual amount for FY 2016 equals \$13,401. FY 2017 total amount will be calculated pursuant to LOGER calculations as stated in each agreement.

(Districts 1,2,6,7) 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. 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:

Amendments - Town of Cloud Lake (3), Town of Glen Ridge (3), Town of Lantana (3), Town of Jupiter Inlet Colony (2)

Recommended by	/:N/A	
	Department Director	Date
Approved By:	khr	10/20/15
	County/Deputy/Assistant County	Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2015	20 <u>iq</u>	20 <u>20</u>
Capital Expenditures					
Operating Costs External Revenues	(\$13,401)				
Program Income (Cour In-Kind Match (County)					
NET FISCAL IMPACT	(<u>\$13,401</u>)	Hand			
No. ADDITIONAL FTE POSITIONS (Cumulativ	/e)				
Is Item Included In Curr	rent Budget? Fund নির্থ ই	Yes <u>×</u>	No		

Budget Account No.: Fund <u>ドルタ</u> Department<u> スプク</u> Unit Object _____ Reporting <u>Category</u>

- B. Recommended Sources of Funds/Summary of Fiscal Impact: Revenue will be recorded in the Office of Inspector General Special Revenue Fund. The FY 2016 amount of \$13,401 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:

11 112

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.)

Contract Dev. and Control

FIRST AMENDMENT TO INTERLOCAL GRANT AGREEMENT

This First Amendment to the Interlocal Grant Agreement is made this _____ day of ______, 2015, between the Town of Cloud Lake, 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 November 5, 2013 (R2013-1535)(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 two years 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:

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

Part II. Section 6 of the Agreement is amended as follows:

<u>Section 6. 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 <u>September 30, 2017</u>, 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 agree that each bi-annual payment for the period October 1, 2015 through September 30, 2017 shall be</u>

<u>\$86.50.</u> 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.

By:

ATTEST: SHARON R. BOCK **CLERK & COMPTROLLER** PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Mayor

By:

Deputy Clerk

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Der: County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By

Assistant County Administrator

ATTEST:

TOWN OF CLOUD LAKE

MBy Yane By Town Clerk Mavor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCS By: Town Attorney

SECOND AMENDMENT TO INTERLOCAL GRANT AGREEMENT

This Second Amendment to the Interlocal Grant Agreement is made this _____ day of ______, 2015, 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.

WITNESSETH

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 COUNTY amended the Agreement on October 1, 2013 (R2013-1273) to extend its term for two additional years; and

WHEREAS, the TOWN and the COUNTY wish to extend the Agreement for two additional years 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.

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

<u>Section 5. Effective Date/Term.</u> This Agreement shall take effect upon final execution. The term of this Agreement shall be <u>until September 30, 2017</u>, 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>

agree that each bi-annual payment for the period October 1, 2015 through September 30, 2017 shall be

\$37.00 Payment shall be submitted to the County and due no later than thirty days from the date of 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.

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:

Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By County Attorney

ATTEST By Town Clerk

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY By:________ Town Attorney APPROVED AS TO TERMS AND CONDITIONS

Assistant County Administrator

Glenkic Rus TOWN OF CLOUD LA By: Mayor

THIRD AMENDMENT TO INTERLOCAL GRANT AGREEMENT

This Third Amendment to the Interlocal Grant Agreement is made this _____ day of ______, 2015, 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 again on October 21, 2014 (R2014-1545 to extend its term for an additional year; and

WHEREAS, the TOWN and the COUNTY wish to extend the Agreement for two years by entering into this third 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 <u>September 30, 2017</u>, and shall continue in full force and effect up to and through the conclusion of this term unless otherwise terminated as provided herein.

<u>Part III.</u> 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. The County and the Town agree that each bi-annual payment for the period October 1, 2015 through September 30, 2017 shall be <u>\$568.50</u> 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 Third Amendment to the Interlocal Grant Agreement on the day and year first above written.

By:

ATTEST: SHARON R. BOCK **CLERK & COMPTROLLER** PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: County Attorney

AND CONDITIONS

APPROVED AS TO TERMS

Rν Assistant County Administrator

TOWN OF JUPITER INLET COLONY

By Mavor

(SEAL)

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENC By Town Attorney 2

SECOND AMENDMENT TO INTERLOCAL GRANT AGREEMENT

This Second Amendment to the Interlocal Grant Agreement is made this _____ day of ______, 2015, between the Town of Lantana, 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 August 14, 2012 (R2012-1154)(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 November 5, 2013 (R2013-1536) to extend its term for two additional years; and

WHEREAS, the TOWN and the COUNTY wish to extend the Agreement for two additional years 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.</u> Section 6 of the Agreement is amended as follows:

Section 6. Effective Date/Term. This Agreement shall take effect upon final execution. The term of this Agreement shall be <u>until September 30, 2017</u>, 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>

agree that each bi-annual payment for the period October 1, 2015 through September 30, 2017 shall be

<u>\$6008.50.</u> Payment shall be submitted to the County and due no later than thirty days from the date of

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.

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:	By:
Deputy Clerk	Mayor
(SEAL)	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Acan By-	By: Palan
angetet A. Siland	AATOWN OF LANTANA, FLORIDA By: Duly Stud
Town Clerk	By: Mayor
(SEAL)	921
APPROVED AS TO FORM AND	
LEGAL SUFFICIENCY	
By: Town Attorney	
	2
/	