

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 22, 2019 Consent Regular
 Ordinance Public Hearing

Department: Transportation Planning Agency

Submitted By: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to the Interlocal Agreement for Staff and Services (Agreement) between the Transportation Planning Agency (TPA) and the Board of County Commissioners (BCC) delineating the final transition terms from a county hosted to independent agency.

Summary: On April 16, 2019, the BCC received and filed an extension to the Agreement by the TPA that allows the continuation of the terms for one additional year. The terms of the original agreement allow for the continuation of employment of TPA staff as county employees and provides for the use of county office space, equipment and services. As County staff and the TPA continue to facilitate the transition of the TPA to an independent agency, TPA staff have moved from county staff to TPA staff as of September 27, 2019. The TPA anticipates the move in date to the new facility is likely to occur no later than the end of November 2019. The terms of the Second Amendment to the Agreement delineate the transition date of employment for TPA staff and creates revised terms for the use of county office space, equipment and services. (Countywide) (DR)

Background and Justification (or Policy Issues): On October 17, 2019, the TPA Governing Board is scheduled to adopt the attached Second Amendment to the Agreement

Attachments:
1. Second Amendment to the Agreement

Recommended by: N/A
Department Director Date

Approved By: [Signature] 10/11/19
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years					
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:

Fund Agency Organization Object

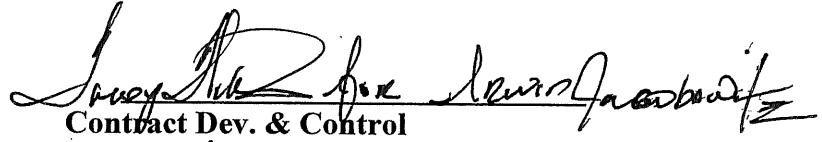
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

 10/11/19
 KIP 10/11 OFMB (260) 10/11

 for Susan R. Jacobowitz
 Contract Dev. & Control
 10/17/19 FD

B. Legal Sufficiency

 10/14/19
 Assistant County Attorney

C. Other Department Review

 Department Director

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

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT
FOR STAFF AND SERVICES
BETWEEN PALM BEACH COUNTY AND THE PALM BEACH TPA**

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (also referred to herein as the "County") and the Palm Beach MPO d/b/a the Palm Beach Transportation Planning Agency, a public agency created in accordance with and operating pursuant to Sections 163.01 and 339.175, Florida Statutes (referred to herein as the "TPA").

WITNESSETH:

WHEREAS, on March 12, 2013, the County and the TPA entered into that certain Interlocal Agreement for Staff and Services (Agreement); and

WHEREAS, on April 10, 2018, the County and the TPA executed the first amendment to the Agreement; and

WHEREAS, on June 25, 2019, the TPA notified the County of its election to extend the term of the Agreement from September 30, 2019 to September 30, 2020, and

WHEREAS, the TPA is nearing completion of construction of its office and meeting space at 301 Datura Street and wishes to modify certain provisions of the Agreement for the period of time after September 27, 2019 to the end of the current term or until the Agreement is terminated by either party.

NOW THEREFORE, in consideration of the foregoing and the other mutual obligations and benefits described herein, the parties agree that the Agreement is amended as follows:

Section 1. The County shall cease to provide all communication services identified in Section 5.5 of the Agreement, with the exception of its telephone communication system and internet access, at midnight on September 27, 2019. After September 27, 2019, the County will only charge the TPA for the actual cost to provide telephone service and internet access for the time (in days) that the TPA continues to occupy and use the County space.

Section 2. The County shall cease to provide payroll services as identified in Section 5.7 of the Agreement after closeout of the payroll period ending at midnight on September 27, 2019.

Section 3. The County shall cease to incorporate the TPA's budget into its budgetary system as required by Section 5.8 (a) of the Agreement beginning with County Fiscal Year 2020. The County shall continue to authorize payment of TPA expenses as required by Section 5.8 (b) of the Agreement for all expenses accrued to County Fiscal Year 2019 but shall not authorize payment of any TPA expenses accrued to County Fiscal Year 2020.

Section 4. Pursuant to Section 5.12 of the Agreement, the TPA shall be charged for office space, facilities, equipment, etc. The estimated charges for County Fiscal Year 2020 are \$101,027.00, or \$276.79 per day. After September 30, 2019, the County will only charge the TPA at this rate for time (in days) that the TPA continues to occupy and use the County space.

Section 5. TPA staff, including the Executive Director, shall cease to be employees of the County at close of business on September 27, 2019 and shall become TPA employees on September 28, 2019 pursuant to Section 7.2 of the Agreement. At that time, Sections 7.1 and 7.3 through 7.6 shall cease to apply. The TPA shall provide evidence of general liability and worker's compensation insurance coverage for the time that the TPA continues to occupy and use the County space.

Section 6. Pursuant to Section 8.2 of the Agreement, the TPA shall seek to receive all reimbursement payments and reconcile all accounts by December 31, 2019. The County shall provide a portal for continued access to the County's financial system by the TPA's Chief Financial Officer through December 31, 2019.

Section 7. Pursuant to Section 16.1 of the Agreement, all equipment and supplies purchased by the TPA are the property of the TPA. The parties agree that the TPA is authorized to remove all TPA property upon vacating the County office space, and that any items remaining in the County office space thirty (30) days after termination shall become the property of the County.

Section 8. Except as modified by this Second Amendment, the remaining terms of the Agreement shall remain in effect and are hereby confirmed by the parties. This Second Amendment shall take precedence over and supersede any provisions to the contrary contained in the Interlocal Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned parties have approved this Second Amendment to the Interlocal Agreement for Staff and Services and directed the undersigned officials to execute the amendment on their behalf.

Palm Beach County, Florida, by its Board of County Commissioners

Palm Beach MPO d/b/a Palm Beach Transportation Planning Agency

By: _____
Mack Bernard, Mayor

By: Maria Y. Marino
Maria Marino, Chair

Attest:
Sharon R. Bock, Clerk & Comptroller

Attest:

By: _____
Deputy Clerk

By: Margalita Pierce
Margalita Pierce, Executive Administrator

Approved this ___ day of _____, 2019.

Approved this 17 day of October, 2019.

Approved as to Terms and Conditions

Approved as to Terms and Conditions

By: Todd Bonlarron
Todd Bonlarron
Assistant County Administrator

By: Nick Uhren
Nick Uhren
Executive Director

Approved as to Form and Legal Sufficiency

Approved as to Form and Legal Sufficiency

[Signature]
County Attorney

[Signature]
TPA Attorney