

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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Meeting Date: December 15, 2009

☐ Consent      ☐ Regular  
☒ Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For:

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to adopt:** An Ordinance of the Board of County Commissioners of Palm Beach County, Florida, providing for title; creating and establishing the Palm Beach County Office of Inspector General; providing for repeal of laws in conflict; providing for severability; providing for inclusion in the Code of Laws and Ordinances; providing for enforcement; providing for penalty; providing for captions; and providing for an effective date.

**Summary:** In response to the Presentment of the Palm Beach County Grand Jury regarding Investigation of Palm Beach County Governance and Public Corruption Issues, the Board of County Commissioners directed the County Attorney's Office to draft ordinances creating a local Code of Ethics, and establishing an Office of Inspector General and Commission on Ethics. This Ordinance establishes the Palm Beach County Office of Inspector General. Countywide (LB)

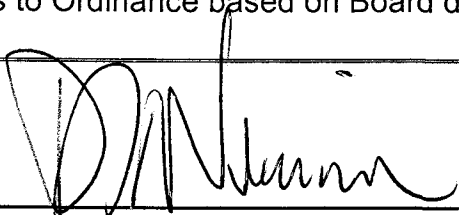
**Background and Policy Issues:** The Office of Inspector General will provide independent oversight of County operations. Under this Ordinance, the Inspector General will be authorized to conduct audits of, require reports from, and receive full and unrestricted access to the records of all County offices. Other local governmental agencies will be able to employ the services of and be subject to the Inspector General by contract. To ensure independence, the Inspector General will be selected by the Commission on Ethics and one representative each from the State Attorney and Public Defender. Removal requires a supermajority vote at two public hearings of the Board of County Commissioners and is subject to an independent investigation and recommendation by the Commission on Ethics.

**Attachments:**

1. Ordinance
2. Summary of changes to Ordinance based on Board direction 12/1/2009

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Recommended by: \_\_\_\_\_

  
County Attorney

12/19/09  
Date

Approved by: \_\_\_\_\_

N/A

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	320,000	402,500*	402,500*	402,500*	402,500*
External Revenues		<402,500>	<402,500>	<402,500>	<402,500>
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	320,000	- 0 - ** See OFMB comment	- 0 -	- 0 -	- 0 -
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

Reporting Category \_\_\_\_\_

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

\*Fiscal impact for 2011-2014 is an estimate, with the actual impact to be determined by the Inspector General's budget request, other participants, & volume of contracts on which fee is applied.

### C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

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

\*\* Beginning in FY 2011, revenue will be comprised of contract fee revenue (0.25%) and participation of other governmental entities.

[Signature] 12-9-09  
OFMB

SN  
12/9/09

[Signature] 12/10/09  
Contract Development and Control

### B. Legal Sufficiency:

[Signature]  
Assistant County Attorney

### C. Other Department Review:

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

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

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Inspector General’s ability to detect, investigate, eliminate, and deter misconduct by County officials and employees, vendors and County-funded entities and promote integrity, honesty and efficiency in County government; and

**WHEREAS**, this Ordinance will send an unmistakable message to the public about the County’s commitment to rooting out and eliminating abuse, corruption, mismanagement and fraud.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**SECTION 1. TITLE.**

This Ordinance shall be titled the “Palm Beach County Office of Inspector General Ordinance.”

**SECTION 2. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL CREATED AND ESTABLISHED.**

**A. Created and established.** There is hereby established the Palm Beach County Office of Inspector General which is created in order to detect misconduct involving abuse, corruption, fraud, waste, inefficiencies, and mismanagement by elected and appointed County officials and employees, County agencies and instrumentalities, contractors, and other parties doing business with the County and/or receiving County funds. The Inspector General shall head the Office of Inspector General. The organization and administration of the Office of Inspector General shall be independent to assure that no interference or influence external to the Office of Inspector General adversely affects the independence and objectivity of the Inspector General.

**B. Functions, Authority and Powers.**

(1) The Inspector General shall have the authority to: (a) make investigations of County matters and publish the results of such investigations; (b) review and audit past, present and proposed County programs, accounts, records, contracts, change orders and transactions; and (c) prepare reports and recommendations to the Board based on such investigations. All elected and appointed County officials and employees, County agencies and instrumentalities, contractors and other parties doing business with the County and/or receiving County funds shall fully cooperate with the Inspector General.

1 (2) The Inspector General shall have the power to conduct audits of, require reports from,  
2 and receive full and unrestricted access to the records of the Board, County  
3 Administrator, all elected and appointed County officials and employees, County  
4 departments, divisions, agencies and instrumentalities, contractors and other persons and  
5 entities doing business with the County and/or receiving County funds regarding any  
6 such contracts or transactions with the County. The Inspector General's jurisdiction  
7 includes but shall not be limited to all projects, programs, contracts or transactions that  
8 are funded in whole or in part by the County. The Inspector General may contract with  
9 outside entities deemed necessary to perform the functions of that office. This  
10 subsection does not apply to collective bargaining agreements.

11 (3) In the case of a refusal to obey a request by the Inspector General for documents or for  
12 an interview, the Inspector General shall have the power to subpoena witnesses,  
13 administer oaths, and require the production of records. Seventy-two hours prior to  
14 serving a subpoena, the Inspector General shall provide written notice to the State  
15 Attorney and the U.S. Attorney for the Southern District of Florida. The Inspector  
16 General shall not interfere with any ongoing criminal investigation or prosecution of the  
17 State Attorney or the U.S. Attorney for the Southern District of Florida. When the State  
18 Attorney or the U.S. Attorney for the Southern District of Florida has explicitly notified  
19 the Inspector General in writing that the Inspector General's investigation is interfering  
20 with an ongoing criminal investigation or prosecution, the Inspector General shall  
21 suspend service of subpoena, examination of witnesses, or other investigative activities  
22 as set forth in the notice. In the case of a refusal to obey a subpoena served to any  
23 person, the Inspector General may make application to any circuit court of this State  
24 which shall have jurisdiction to order the witness to appear before the Inspector General  
25 and to produce evidence if so ordered, or to give testimony touching on the matter in  
26 question.

27 (4) The costs of reviews, audits, inspections and investigations by the Inspector General  
28 shall be defrayed in part by imposition of a fee which shall be equal to one quarter of  
29 one percent (0.25%) of the contract price (hereinafter "IG contract fee"). The IG  
30 contract fee shall not apply to the following contracts:

31 a. Contracts for legal services;

- b. Auditing contracts;
- c. Contracts under one thousand dollars (\$1,000);
- d. Federal, state and local government-funded grants; and
- e. Interlocal agreements.

Notwithstanding the foregoing, the Board may authorize the inclusion of the IG contract fee in any contract. Nothing contained in this subsection shall in any way limit the powers of the Inspector General provided for in this Ordinance to perform audits, inspections, reviews and investigations on all County contracts including, but not limited to, those contracts specifically exempted from the IG contract fee.

- (5) Where the Inspector General suspects a possible violation of any state, federal or local law, or rule, regulation or policy, he or she shall notify the appropriate civil, criminal or administrative agencies, including the Palm Beach County Commission on Ethics. In the case of a possible violation of a rule, regulation or policy governing a County employee, the Inspector General shall also notify the County Administrator and the head of the Department for which the employee works. After referring the matter to the appropriate entity for fact-finding, the Inspector General may assist the entity in conducting the investigation.
- (6) The Inspector General shall have the power without limitation to audit, investigate, monitor, inspect and review the operations, activities, performance, and procurement processes including, but not limited to, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff, and officials, in order to ensure compliance with contract specifications and detect corruption and fraud.
- (7) The Inspector General shall have the power to receive, review and investigate any complaints regarding County-funded projects, programs, contracts or transactions. The Inspector General shall establish a "hotline" to receive complaints, from either anonymous or identified persons.
- (8) The Inspector General may exercise any of the powers contained this Ordinance upon his or her own initiative.
- (9) The Inspector General shall be notified in writing prior to any meeting of a selection committee where any matter relating to the procurement of goods or services by the

1 County is to be discussed. The notice required by this subsection shall be given to the  
2 Inspector General as soon as possible after a meeting has been scheduled, but in no  
3 event later than one business day prior to the scheduled meeting. The Inspector General  
4 may, at his or her discretion, attend all duly noticed County meetings relating to the  
5 procurement of goods or services as provided herein, and may pose questions and raise  
6 concerns consistent with the functions, authority and powers of the Inspector General.

7 (10) It is anticipated that municipalities, special districts, and other public officials and  
8 entities will recognize and desire to benefit from the services of the Palm Beach County  
9 Office of Inspector General. The Inspector General may negotiate agreements or  
10 memoranda of understanding with other public entities which would authorize the  
11 Inspector General to exercise any and all authority, functions and powers set forth in this  
12 Ordinance for the benefit of such public entity. The memorandum of understanding or  
13 agreement shall include a provision for fees to be paid to the Inspector General from the  
14 public entity in exchange for such benefits. Such fee shall be based on a rate established  
15 by the Inspector General and shall include, but not be limited to, the IG contract fee.  
16 Any such agreement or memorandum of understanding is subject to final approval of the  
17 Board, but such approval shall not be unreasonably withheld. For the purposes of the  
18 removal procedure set forth in Section 2.I. of this Ordinance, a "Funding Entity" shall  
19 mean a public entity that has entered into an agreement or memorandum of  
20 understanding to receive services of the Inspector General, and has provided funding in  
21 exchange for such services equal to at least 25% of the total annual budget of the  
22 Inspector General for Palm Beach County's fiscal year immediately preceding the fiscal  
23 year in which the removal procedure takes place.

24 (11) The Inspector General's records related to active investigations are confidential and  
25 exempt from disclosure, as provided by section 112.3188(2), Florida Statutes.

26 (12) The Inspector General is considered "an appropriate local official" of the County for  
27 purposes of whistleblower protection provided by section 112.3188(1), Florida Statutes.

28 (13) The Inspector General may recommend remedial actions and may provide prevention  
29 and training services to County officials, employees, and any other persons covered by  
30 this Ordinance. The Inspector General may follow up to determine whether  
31 recommended remedial actions have been taken.

1 (14) The Inspector General shall establish policies and procedures and monitor the costs of  
2 investigations undertaken. The Inspector General shall cooperate with other  
3 governmental agencies to recover such costs from other entities involved in willful  
4 misconduct in regard to County funds.

5 (15) Nothing herein shall abridge employees' constitutional right to collective bargaining.

6 **C. Minimum Qualifications, Selection and Term of Office.**

7 (1) Minimum qualifications. The Inspector General shall be a person who:

8 a. Has at least ten (10) years of experience in any one or a combination of the following  
9 fields:

10 (i) as a federal, state or local law enforcement officer/official;

11 (ii) as a federal or state court judge;

12 (iii) as a federal, state or local government attorney with expertise in investigating  
13 fraud, mismanagement and corruption;

14 (iv) as an inspector general, certified public accountant, or internal auditor;

15 (v) as a person with progressive supervisory and managerial experience in an  
16 investigative public agency similar to an inspector general's office;

17 b. Has managed and completed complex investigations involving allegations of fraud,  
18 theft, deception or conspiracy;

19 c. Has demonstrated the ability to work with local, state and federal law enforcement  
20 agencies and the judiciary;

21 d. Has a four-year degree from an accredited institution of higher learning;

22 e. Has not been employed by Palm Beach County or any other governmental entity  
23 subject to the authority of the Inspector General Office during the two-year period  
24 immediately prior to selection;

25 f. Highly qualified candidates will also have audit-related skills and/or hold one or  
26 more of the following professional certifications at the time of selection: certified  
27 inspector general (CIG), certified inspector general investigator (CIGI), certified  
28 inspector general auditor (CIGA), certified public accountant (CPA), certified internal  
29 auditor (CIA), or certified fraud examiner (CFE).

30 (2) Selection. No official or employee of any governmental entity subject to the authority  
31 of the Office of Inspector General shall participate in the selection of the Inspector



1 General. Responsibility for selecting the Inspector General shall be vested solely with  
2 the Inspector General Selection Committee ("Selection Committee"). The Selection  
3 Committee shall be comprised of the Commission on Ethics as established in Palm  
4 Beach County Ordinance 2009-XXXX, the State Attorney for the Fifteenth Judicial  
5 Circuit or his or her designee, and the Public Defender for the Fifteenth Judicial Circuit  
6 or his or her designee. The chairperson of the Selection Committee shall be chairperson  
7 of the Commission on Ethics. After thoroughly reviewing qualifications, background  
8 information, and personal and professional referrals, the Selection Committee shall  
9 notify the County Attorney of its selection. The County Attorney shall promptly notify  
10 the Board that a selection has been made. The County Attorney shall assist the  
11 Commission on Ethics to negotiate the terms of an employment contract with the  
12 selected Inspector General as set forth in Section 2.D.

13 a. Initial Selection. Within thirty (30) days of the effective date of this Ordinance, the  
14 Human Resources Department will solicit qualified candidates. Within one hundred  
15 twenty (120) days of the effective date of this Ordinance, the Selection Committee shall  
16 in good faith endeavor to select the Inspector General.

17 (3) Staffing of Selection Committee. The Human Resources Department shall provide staff  
18 to the Selection Committee and as necessary will advertise the acceptance of resumes  
19 for the position of Inspector General. All resumes received by the Human Resources  
20 Department will be forwarded to the Selection Committee for consideration. The  
21 Human Resources Department shall contract with an appropriate entity to ensure that  
22 background checks are conducted on the candidates selected for interview by the  
23 Selection Committee. The results of the background checks shall be provided to the  
24 Selection Committee prior to the interview of candidates. Following the initial selection  
25 of the Inspector General, the Selection Committee, for future selection processes as  
26 described in subsection C.(2) above, may continue to employ the services of the Human  
27 Resources Department or may utilize its own staff to solicit candidates for Inspector  
28 General. All advertisements for the acceptance of resumes for Inspector General shall  
29 include a salary range commensurate with public officials of like experience and  
30 expertise.

1 (4) Term. The Inspector General shall serve for a term of four (4) years. At least six (6)  
2 months prior to the end of each contract term, the Selection Committee will determine  
3 whether or not to renew the contract for an additional term of four (4) years, and shall  
4 promptly notify the Inspector General of its decision. In the event the Selection  
5 Committee elects not to renew the contract, the Selection Committee shall promptly  
6 convene as necessary to solicit candidates for and to select a new Inspector General in  
7 the same manner as described in subsection C.(2) above. The incumbent Inspector  
8 General may submit his or her name as a candidate to be considered for selection. The  
9 incumbent Inspector General shall serve until a successor is selected and assumes office.

10 (5) Vacancy. In case of a vacancy in the position of Inspector General, the chairperson of  
11 the Selection Committee may appoint a member of the Inspector General's Office as  
12 interim Inspector General within ten (10) days of the vacancy occurring, until such time  
13 as a successor Inspector General is selected and assumes office. A successor Inspector  
14 General shall be selected in the same manner as described in subsection C.(2) above,  
15 except for the following specific time constraints: (a) solicitation for qualified  
16 candidates for selection should be published within twenty (20) days, but no later than  
17 forty (40) days of the date the vacancy occurs; and (b) the Selection Committee must in  
18 good faith endeavor to convene and select an Inspector General within ninety (90) days  
19 of the date the vacancy occurs.

20 **D. Contract.** The Commission on Ethics with the assistance of the County Attorney shall  
21 negotiate a contract of employment with the Inspector General substantially consistent with the  
22 terms included in contracts of other contractual employees of Palm Beach County. The Inspector  
23 General shall be paid at a rate commensurate with public officials of like experience and expertise.  
24 Before any contract shall become effective, the contract must be approved by a majority of the Board  
25 present at a regularly scheduled Board meeting. The contract will cover the entire four-year term  
26 subject to the removal provisions in subsection 2.I. of this Ordinance. The contract will include a  
27 provision requiring the Selection Committee to provide notice of its decision to renew or not to  
28 renew the contract at least six (6) months prior to the termination of the contract. The contract shall  
29 provide that the Inspector General may not represent a political party or be on any executive  
30 committee thereof, or seek public office during his or her term of service or for four (4) years  
31 thereafter. That limitation does not include seeking selection as Inspector General for a subsequent

1 term. The contract shall further provide that the Inspector General may not be a Lobbyist, as defined  
2 in Palm Beach County Code, Section 2-352, for two years after term of service.

3 **E. Physical Facilities and Staff.**

4 (1) The County shall provide the Office of Inspector General with appropriately located  
5 office space and sufficient physical facilities together with necessary office supplies,  
6 equipment and furnishings to enable the Inspector General to perform his or her  
7 functions.

8 (2) The Inspector General shall have the power to appoint, employ, and remove such  
9 assistants, employees and personnel, and establish personnel procedures as deemed  
10 necessary for the efficient and effective administration of the activities of the Office of  
11 Inspector General.

12 **F. Procedure for Finalization of Reports and Recommendations Which Make Findings**  
13 **as to the Person or Entity Being Reviewed or Inspected.** The Inspector General shall publish and  
14 deliver finalized reports and recommendations to the Board and to the Palm Beach County  
15 Commission on Ethics. Notwithstanding any other provision of this Ordinance, whenever the  
16 Inspector General determines that it is appropriate to publish and deliver a report or recommendation  
17 which contains findings as to the person or entity being reported on or who is the subject of the  
18 recommendation, the Inspector General shall provide the affected person or entity a copy of the  
19 report or recommendation. Such person or entity shall have fifteen (15) working days to submit a  
20 written explanation or rebuttal of the findings before the report or recommendation is finalized.  
21 Such timely submitted written explanation or rebuttal shall be attached to the finalized report or  
22 recommendation. The requirements of this subsection shall not apply when the Inspector General, in  
23 conjunction with the State Attorney or U.S. Attorney, determines that supplying the affected person  
24 or entity with such report will jeopardize a pending criminal investigation.

25 **G. Reporting.** The Inspector General shall annually prepare and publish a written report  
26 concerning the work and activities of the Office of Inspector General including, but not limited to,  
27 statistical information regarding the disposition of closed investigations, audits and other reviews.  
28 The annual report of the Inspector General shall be posted promptly on Palm Beach County's public  
29 website.

30 **H. Financial Support and Budgeting.** Pursuant to its annual budget process, the County  
31 shall provide sufficient financial support for the Inspector General's Office to fulfill its duties as set

1 forth in this Ordinance. In order to ensure adequate funding for the prompt establishment of the  
2 Inspector General, the Board of County Commissioners hereby approves an amount equal to three  
3 hundred twenty thousand dollars (\$320,000) to fund all Inspector General operations for the  
4 remainder of the 2009-2010 fiscal year. The Inspector General shall timely deliver to the Board of  
5 County Commissioners a budget request including a reasonable estimate of operating and capital  
6 expenditures, and shall include revenues, including, but not limited to, projected IG contract fee  
7 revenues to be collected from the County and any other participating local governments and public  
8 agencies. The Inspector General's budget request shall not be implemented until approved by the  
9 Board of County Commissioners. The Inspector General shall establish a fiscal year which  
10 coincides with that of Palm Beach County. Nothing contained herein shall be construed to prohibit  
11 the Inspector General from transmitting to the County Commission supplemental budget requests  
12 which, if approved by the Commission, shall constitute amendments to the county budget.

13 **I. Removal.** The Inspector General may be removed only for cause based upon specified  
14 charges of the following: neglect of duty, abuse of power or authority, discrimination, or ethical  
15 misconduct. The removal process shall be initiated at a duly noticed public hearing of either the  
16 Board, the Selection Committee, or a Funding Entity as described in Section 2.B.(10) of this  
17 Ordinance. An affirmative vote of five (5) members of the Board, an affirmative vote of five (5)  
18 members of the Selection Committee, or an affirmative supermajority vote of a Funding Entity shall  
19 be required to present the Inspector General with the charges and to proceed to final public hearings.  
20 The Board, Selection Committee, or the initiating Funding entity, as appropriate, shall transmit a  
21 copy of the charges to the Inspector General at least sixty (60) days prior to all final public hearings  
22 which shall be convened by the Board, all Funding Entities, and the Selection Committee. The  
23 Inspector General shall have an opportunity to be heard in person and by counsel at the final public  
24 hearings prior to the votes being taken on his or her removal. The Inspector General may only be  
25 removed upon the affirmative vote of five (5) members of the Board, five (5) members of the  
26 Selection Committee, and a supermajority of all Funding Entities. A record of the proceedings,  
27 together with the charges and findings thereon, shall be filed with the Clerk to the Board. The  
28 Inspector General shall be removed without a public hearing in the event the Inspector General is  
29 convicted of or enters a guilty plea or *nolo contendere* plea to a state or federal felony.

1     **SECTION 3. REPEAL OF LAWS IN CONFLICT.**

2             All local laws and ordinances in conflict with any provisions of this Ordinance are hereby  
3     repealed to the extent of such conflict.

4     **SECTION 4. SEVERABILITY.**

5             If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any  
6     reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such  
7     holding shall not affect the remainder of this Ordinance.

8     **SECTION 5. INCLUSION IN THE CODE OF LAWS AND ORDINANCES.**

9             The provisions of this Ordinance shall become and be made a part of the Palm Beach County  
10    Code. The sections of this Ordinance may be renumbered or relettered to accomplish such, and the  
11    word "ordinance" may be changed to "section," "article," or other appropriate word.

12    **SECTION 6. ENFORCEMENT.**

13            This Ordinance is enforceable by all means provided by law, including seeking injunctive  
14    relief in the Fifteenth Judicial Circuit Court in and for Palm Beach County.

15    **SECTION 7. PENALTY.**

16            Any person who:

17            A. retaliates against, punishes, threatens, harasses, or penalizes, or attempts to retaliate  
18    against, punish, threaten, harass, or penalize any person for assisting, communicating or cooperating  
19    with the Inspector General, or

20            B. who interferes, obstructs, impedes or attempts to interfere, obstruct or impede in any  
21    investigation conducted by the Inspector General

22            shall be guilty of a violation of this Ordinance and punished, pursuant to section 125.69,  
23    Florida Statutes, in the same manner as a second degree misdemeanor. Any potential violation of  
24    this section shall be referred to the State Attorney for possible investigation and prosecution.

25    **SECTION 8. CAPTIONS.**

26            The captions, section headings, and section designations used in this Ordinance are for  
27    convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

28  
29    **SECTION 9. EFFECTIVE DATE.**

30            The provisions of this Ordinance shall become effective January 1, 2010.  
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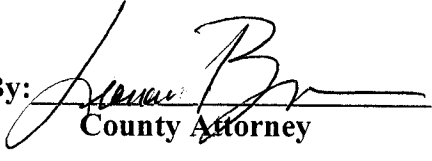
1 APPROVED AND ADOPTED by the Board of County Commissioners of Palm Beach  
2 County, Florida, on this the \_\_\_\_ day of \_\_\_\_\_, 2009.

3  
4 **SHARON R. BOCK** **PALM BEACH COUNTY, FLORIDA, BY ITS**  
5 **CLERK & COMPTROLLER** **BOARD OF COUNTY COMMISSIONERS**  
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9 By: \_\_\_\_\_ By: \_\_\_\_\_  
10 Deputy Clerk Burt Aaronson, Chair  
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14 (SEAL)  
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18 **APPROVED AS TO FORM**  
19 **AND LEGAL SUFFICIENCY**  
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21  
22 By:  County Attorney  
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26 **EFFECTIVE DATE:** Filed with the Department of State on the \_\_\_\_ day of  
27 \_\_\_\_\_, 20\_\_\_\_.

## CHANGES TO INSPECTOR GENERAL ORDINANCE

Section 2.B.(10) It is anticipated that municipalities, special districts, and other public officials and entities will recognize and desire to benefit from the services of the Palm Beach County Office of Inspector General. The Inspector General may negotiate agreements or memoranda of understanding with other public entities which would authorize the Inspector General to exercise any and all authority, functions and powers set forth in this Ordinance for the benefit of such public entity. The memorandum of understanding or agreement shall include a provision for fees to be paid to the Inspector General from the public entity in exchange for such benefits. Such fee shall be based on a rate established by the Inspector General and shall include, but not be limited to, the IG contract fee. Any such agreement or memorandum of understanding is subject to final approval of the Board, but such approval shall not be unreasonably withheld. For the purposes of the removal procedure set forth in Section 2.I. of this Ordinance, a “Funding Entity” shall mean a public entity that has entered into an agreement or memorandum of understanding to receive services of the Inspector General, and has provided funding in exchange for such services equal to at least 25% of the total annual budget of the Inspector General for Palm Beach County’s fiscal year immediately preceding the fiscal year in which the removal procedure takes place. (page 5, lines 17-23)

\* \* \*

Section 2.C.(2)a. Initial Selection. Within thirty (30) days of the effective date of this Ordinance, the Human Resources Department will solicit qualified candidates. Within one hundred twenty (120) days of the effective date of this Ordinance, the Selection Committee shall in good faith endeavor to select the Inspector General. (page 7, line 16)

\* \* \*

Section 2.C.(5) Vacancy. In case of a vacancy in the position of Inspector General, the chairperson of the Selection Committee may appoint a member of the Inspector General's Office as interim Inspector General within ten (10) days of the vacancy occurring, until such time as a successor Inspector General is selected and assumes office. A successor Inspector General shall be selected in the same manner as described in subsection C.(2) above, except for the following

specific time constraints: (a) solicitation for qualified candidates for selection ~~must~~should be published within twenty (20) days, but no later than forty (40) days of the date the vacancy occurs; and (b) the Selection Committee must in good faith endeavor to convene and select an Inspector General within ninety (90) days of the date the vacancy occurs. (page 8, lines 16-18)

\* \* \*

**Section 2.I. Removal.** The Inspector General may be removed only for cause based upon specified charges of the following: neglect of duty, abuse of power or authority, discrimination, or ethical misconduct.,~~upon~~ The removal process shall be initiated at a duly noticed public hearing of either the Board, the Selection Committee, or a Funding Entity. ~~the~~An affirmative vote of five (5) members of the Board, an affirmative vote of five (5) members of the Selection Committee, or an affirmative supermajority vote of a Funding Entity shall be required to present the Inspector General with the charges and to proceed to final public hearings. ~~hold a public hearing on those charges.~~The Board, Selection Committee, or the initiating Funding Entity, as appropriate, shall transmit a copy of the charges to the Inspector General at least sixty (60) days prior to ~~a~~all final public hearings which shall be convened by the Board, all Funding Entities, and the Selection Committee thereon. ~~At the same time as this transmittal, the Board shall also transmit a copy of the charges to the Commission on Ethics with a request that the Commission on Ethics perform an independent investigation and provide a recommendation to the Board based on the results.~~The Inspector General shall have an opportunity to be heard in person or ~~and~~ by counsel at the final public hearings prior to athe votes being taken on his or her removal. ~~The Board shall also review any recommendation delivered by the Commission on Ethics prior to a vote being taken on his or her removal, provided such recommendation is received by the Board at least ten (10) days prior to the public hearing.~~The Inspector General may only be removed upon the affirmative vote of five (5) members of the Board, five (5) members of the Selection Committee, and a supermajority of all Funding Entities. A record of the proceedings, together with the charges and findings thereon, shall be filed with the Clerk to the Board. The Inspector General shall be removed without a public hearing in the event the Inspector General is convicted of or enters a guilty plea or *nolo contendere* plea to a state or federal felony. (page 10, starting at line 15)

~~**J. Participation of Other Governmental Entities.** As indicated in subsection 2.B.(10) of this Ordinance, the Inspector General may enter into agreements or memoranda of~~



~~understanding with municipalities, special districts, or other public offices or entities authorizing the Inspector General to exercise all authority, functions and powers set forth in this Ordinance for the benefit of such public entity, and including a provision for fees to be paid to the Inspector General from the public entity in exchange for such benefit. All fees paid under any such agreement shall be used solely to fund the operations of the Inspector General's Office. In any fiscal year in which an Inspector General is subjected to the removal procedure pursuant to subsection I., any single municipality, special district, and other public office or entity that has provided funding for at least twenty five percent (25%) of the total annual budget of the Office of Inspector General in the immediately preceding fiscal year (hereinafter referred to as "Funding Entity"), shall be authorized to participate in such removal. The removal for cause process may be initiated by super majority vote of any Funding Entity or the Board. Removal for cause must be ultimately approved by super majority vote of any Funding Entity and the Board pursuant to the public hearing procedures set forth in subsection I. For the purposes of this subsection, the term "fiscal year" shall coincide with the fiscal year of Palm Beach County.~~

*(deleted from pages 10-11)*