

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

Meeting Date: JUNE 8, 2010

☐ Consent
☐ Workshop

☒ Regular
☐ Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An employment contract with Sheryl G. Steckler, chosen by the Inspector General Selection Committee to become Palm Beach County's first Inspector General.

Summary: The Palm Beach County Commission on Ethics, with the assistance of the County Attorney, has negotiated a four-year employment contract with Sheryl G. Steckler. The employment contract provides for a four (4) year term beginning June 28, 2010, a starting salary of \$150,000 per year, an automobile allowance, and includes other benefits similar to those provided to all County employees. On May 27, 2010, the Commission on Ethics unanimously voted to recommend that the Board of County Commissioners approve the employment contract.

In accordance with Ordinance 2009-049, the employment contract is hereby presented for approval by a majority of the Board of County Commissioners. **Countywide (DMN)**

Background and Policy Issues: The Palm Beach County Office of Inspector General was established by Ordinance 2009-049, effective December 18, 2009. On May 4th and 5th, 2010, the Inspector General Selection Committee, comprised of the Commission on Ethics, the State Attorney, and the Public Defender, interviewed eight (8) candidates for the position of Inspector General. Following the public interview process, the selection committee named Sheryl Steckler to fill the position of Inspector General.

The contract of employment with the Inspector General is required by Ordinance to be substantially consistent with the terms included in the contracts of other County employees.

Attachments:

1. Employment contract.

Recommended by:


County Attorney

6/1/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>48,750</u>	<u>195,000</u>	<u>195,000</u>	<u>195,000</u>	<u>146,250</u>
External Revenues	_____	<u>(195,000)</u>	<u>(195,000)</u>	<u>(195,000)</u>	<u>(146,250)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>48,750</u>	 _____	 _____	 _____	 _____
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____1_____	 _____	 _____	 _____	 _____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund 1483 Department 270 Unit 2100 Object _____

Reporting Category _____

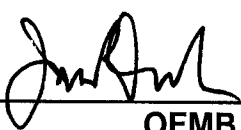
B. Recommended Sources of Funds/Summary of Fiscal Impact:


Funds are budgeted in the Office of Inspector General Budget.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

C. OFMB Fiscal and/or Contract Development and Control Comments:



OFMB
4/1/10




Contract Development and Control

This Contract complies with our
contract review requirements.

B. Legal Sufficiency:



Assistant County Attorney

C. Other Department Review:

Department Director

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

EMPLOYMENT CONTRACT – INSPECTOR GENERAL

THIS AGREEMENT, made and entered into _____, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County,” and Sheryl G. Steckler, whose mailing address is 2633 Vista Parkway, West Palm Beach, Florida, 33411, hereinafter referred to as “Inspector General.”

WITNESSETH:

For and in consideration of the mutual promises hereinafter set forth and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do mutually agree as follows:

1. The County shall employ Sheryl G. Steckler as the Inspector General of Palm Beach County pursuant to Ordinance No. 2009-049, the Palm Beach County Office of Inspector General Ordinance (hereinafter “Inspector General Ordinance”) for a period of four (4) years beginning June 28, 2010. The County shall pay the Inspector General a salary of \$150,000.00 per year, plus any increase in salary in the same percentage as provided other County employees as determined by the Board of County Commissioners during its budget process. A continuing contribution on behalf of the Inspector General shall be made annually into the NACO Deferred Compensation Program in the amount of 50% of the maximum basic contribution allowed by law exclusive of any catch-up provisions. In addition, the County shall pay the Inspector General a car allowance monthly in the same amount as that provided to the County Administrator.

The County shall provide the Inspector General with all benefits accruing to County employees under the Rules and Regulations for the Personnel Management Systems of Palm Beach County for administrative and executive positions, except to the extent modified by this Agreement. The Inspector General shall be entitled to the same health, life and disability insurance; sick, annual and other leave; and other fringe County benefits as now exist, or as are amended, to apply to employees of similar position and shall be entitled to increase and accrue such benefits in accordance with standard County policy relative to long-term employment with the County. Effective June 28, 2010, the County shall credit the Inspector General with eighty (80) hours of sick leave and eighty (80) hours of annual leave. The Inspector General shall be entitled to participate in the Senior Management Service class of the Florida Retirement System.

2. The Commission on Ethics shall annually review this Agreement after receiving the Inspector General's annual written report required under Section 2.G of the Inspector General Ordinance concerning the work and activities of the Office of Inspector General. The Commission on Ethics may determine that a modification increasing salary or benefits is in order after reviewing the Inspector General's annual report and considering the work and activities of the Office of Inspector General, including but not limited to the addition of any municipalities, special districts, and other public officials or entities receiving the services of the Office of the Inspector General under Section 2.B(10) of the Inspector General Ordinance. Before any modification to this Agreement shall become effective, the modification must be approved by a majority of the Board of County Commissioners ("the Board") at a regularly scheduled Board meeting.

3. The Inspector General Selection Committee shall provide notice of its decision to renew or not to renew this Agreement at least six (6) months prior to termination.

4. This Agreement may be terminated by the County only in accordance with the removal provisions set forth in Section 2.I of the Inspector General Ordinance.

5. The Inspector General shall have the functions, authority and powers set forth in the Inspector General Ordinance establishing the Inspector General's Office. Those functions, authority and powers include the following:

(A) The Inspector General shall have the authority to: (1) make investigations of County matters and publish the results of such investigations; (2) review and audit past, present and proposed County programs, accounts, records, contracts, change orders and transactions; and (3) prepare reports and recommendations to the Board based on such investigations.

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

(C) In the case of a refusal to obey a request for documents or for an interview, the Inspector General shall have the power to subpoena witnesses, administer oaths,

and require the production of records. The Inspector General shall not interfere with any ongoing criminal investigation or prosecution of the State Attorney or the U.S. Attorney for the Southern District of Florida.

- (D) 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.
- (E) 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.
- (F) 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.
- (G) The Inspector General may exercise any of the powers contained in the Inspector General Ordinance upon his or her own initiative.

- (H) 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 County is to be discussed. The notice shall be given to the Inspector General as soon as possible after a meeting has been scheduled, but in no event later than one business day prior to the scheduled meeting. The Inspector General may, at his or her discretion, attend all duly noticed County meetings relating to the procurement of goods or services as provided herein, and may pose questions and raise concerns consistent with the functions, authority and powers of the Inspector General.
- (I) 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. Any such agreement or memorandum of understanding is subject to final approval of the Board, but such approval shall not be unreasonably withheld.
- (J) The Inspector General's records related to active investigations are confidential and exempt from disclosure, as provided by section 112.3188(2), Florida Statutes.
- (K) The Inspector General is considered "an appropriate local official" of the County for purposes of whistleblower protection provided by section 112.3188(1), Florida Statutes.

- (L) The Inspector General may recommend remedial actions and may provide prevention and training services to County officials, employees, and any other persons covered by the Inspector General Ordinance. The Inspector General may follow up to determine whether recommended remedial actions have been taken.
- (M) The Inspector General shall establish policies and procedures and monitor the costs of investigations undertaken. The Inspector General shall cooperate with other governmental agencies to recover such costs from other entities involved in willful misconduct in regard to County funds.
- (N) The Inspector General shall publish and deliver finalized reports and recommendations to the Board and to the Palm Beach County Commission on Ethics. Whenever the Inspector General determines that it is appropriate to publish and deliver a report or recommendation which contains findings as to the person or entity being reported on or who is the subject of the recommendation, the Inspector General shall provide the affected person or entity a copy of the report or recommendation. Such person or entity shall have fifteen (15) working days to submit a written explanation or rebuttal of the findings before the report or recommendation is finalized. Such timely submitted written explanation or rebuttal shall be attached to the finalized report or recommendation. This provision shall not apply when the Inspector General, in conjunction with the State Attorney or U.S. Attorney, determines that supplying the affected person or entity with such report will jeopardize a pending criminal investigation.
- (O) The Inspector General shall annually prepare and publish a written report concerning the work and activities of the Office of Inspector General including,

but not limited to, statistical information regarding the disposition of closed investigations, audits and other reviews.

6. The Inspector General may not represent a political party or be on any executive committee thereof, or seek public office during his or her term of service or for four (4) years thereafter. That limitation does not include seeking selection as Inspector General for a subsequent term. The Inspector General may not be a Lobbyist, as defined in Palm Beach County Code, Section 2-352, for two years after term of service.

7. The County shall indemnify and defend the Inspector General in accordance with section 111.07, Florida Statutes, as amended. The defense and indemnification obligations of the County under this paragraph shall include a full defense and indemnification for any and all reasonable expenses and fees incurred by the Inspector General in connection with the investigation, defense, settlement or appeal of any proceeding that is the subject of this paragraph. Notwithstanding the obligation of the County to pay for the defense and indemnification provided by this paragraph, the Inspector General shall retain the right to retain the counsel of her choice and oversee, direct and control every aspect of the defense, settlement or appeal of any proceeding that is the subject of this paragraph.

8. The text of this document constitutes the entire Agreement between the parties and may only be modified in writing by the parties.

9. Any conflict between this Agreement and the Inspector General Ordinance, as amended, shall be resolved in favor of the Inspector General Ordinance.

10. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS, whereof the parties have hereunto set their hands and seals on the date set forth above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Sharon R. Bock, Clerk & Comptroller

By: _____
Clerk

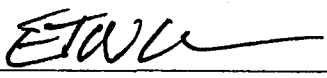
By: _____
Burt Aaronson, Chair

[SEAL]

SHERYL G. STECKLER

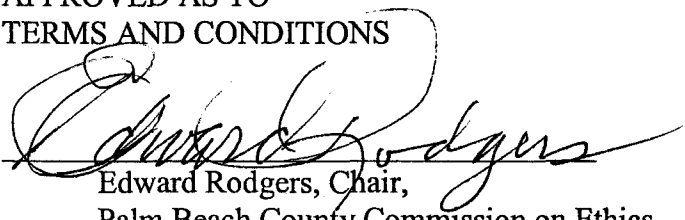
By: _____
Sheryl G. Steckler

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



County Attorney *Fon*

APPROVED AS TO
TERMS AND CONDITIONS



Edward Rodgers, Chair,
Palm Beach County Commission on Ethics

IN WITNESS, whereof the parties have hereunto set their hands and seals on the date set forth above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Sharon R. Bock, Clerk & Comptroller

By: _____
Clerk

By: _____
Burt Aaronson, Chair

[SEAL]

SHERYL G. STECKLER

By: 
Sheryl G. Steckler

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO
TERMS AND CONDITIONS

County Attorney

Edward Rodgers, Chair,
Palm Beach County Commission on Ethics