

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: November 16, 2010

☒ Consent      ☐ Regular  
☐ Public Hearing

Department

Submitted By: COUNTY ADMINISTRATION

Submitted For: OFFICE OF THE INSPECTOR GENERAL

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: approve an Interlocal Agreement (ILA) between the Solid Waste Authority and Palm Beach County for the provision of Inspector General services at the Authority.

**Summary:** Under this ILA the Inspector General (IG) will exercise the authority, functions and powers granted by the Inspector General Ordinance for the Solid Waste Authority. The ILA will be in effect through October 31, 2013. The Authority will pay the County \$250,000 for FY '11 with funding for future years to be budgeted in accordance with the IG's previous years' activities. Countywide (MC)

**Background and Policy Issues:** On December 15, 2009, the Board approved the "Palm Beach County Office of Inspector General Ordinance" that vests in the Inspector General the authority, functions, and powers to make investigations; review and audit programs, accounts, records, contracts, change orders and transactions; and prepare reports and recommendations to the Board. In addition the Ordinance provides that the Inspector General may negotiate agreements with other public entities to exercise any and all authority, functions and powers set forth in the Ordinance for the benefit of the public entity.

Per direction of the Solid Waste Authority Governing Board, the Authority negotiated the attached ILA with the Inspector General for the provision of IG services at the Authority. The Authority Governing Board approved the ILA at its meeting on November 10, 2010.

**Attachments:**

1. Interlocal Agreement with Solid Waste Authority

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

County Administration

Date

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

County Attorney

Date

11/10/10

## II. FISCAL IMPACT ANALYSIS

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

	Fiscal Years 2011	2012	2013	2014	2015
Capital Expenditures	—	—	—	—	—
Operating Costs	250,000	—	—	—	—
External Revenues	(250,000)	—	—	—	—
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
NET FISCAL IMPACT	0	—	—	—	—
# ADDITIONAL FTE POSITIONS (Cumulative)	—	—	—	—	—

Is Item Included in Current Budget? Yes ☒ No ☐

Budget Account No.: Fund 1483 Department 270 Unit 2100 Object 2920

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

### 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:

[Signature] 11/12/10 [Signature] 11/11/10  
 OFMB Contract Dev. and Control  
 SN 11/10/10 PM 11/10/10

### B. Legal Sufficiency:

[Signature] 11/10/10  
 Assistant County Attorney

This Contract complies with our contract review requirements.  
 At the time of our review, the contract was not executed.

### C. Other Department Review:

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

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

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement ("Agreement") is made on \_\_\_\_\_, 2010, between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, ("the Authority"), and Palm Beach County, a political subdivision of the State of Florida ("County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### **WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Palm Beach County Office of Inspector General Ordinance (the "Inspector General Ordinance") permits the Inspector General of Palm Beach County ("Inspector General"), subject to approval by the Board of County Commissioners, to negotiate agreements or memoranda of understanding with municipalities, special districts, and other public offices and entities, authorizing the Inspector General to exercise any and all authority, functions and powers set forth in the Inspector General Ordinance for the benefit of such public entity; and

**WHEREAS**, the Authority wishes to have the Inspector General exercise such authority,

functions and powers for its benefit.

**NOW, THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

**Section 1. Purpose**

The purpose of this Agreement is to have the Inspector General exercise the authority, functions and powers granted by the Inspector General Ordinance as to the Authority's operations.

**Section 2. Effective Date and Term**

This Agreement shall take effect upon execution of the parties and shall continue until September 30, 2013. The first year of the Agreement shall be in effect until September 30, 2011. Thereafter this Agreement will continue for two (2) additional years based upon the Authority's/County's Fiscal Year of October 1st through September 30<sup>th</sup>. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.

**Section 3. Responsibilities and Duties**

The Inspector General shall exercise any and all authority, functions and powers provided in the Palm Beach County Office of Inspector General Ordinance, as it may be amended from time to time. The Inspector General is considered "an appropriate local official" of the Authority for purposes of whistleblower protection provided by Section 112.3188(1), Florida Statutes.

**Section 4. Funding and Budgeting by Authority**

**A. Initial (First Year) Funding**

The Authority will pay Two Hundred and Fifty Thousand Dollars (\$250,000.) as an initial amount of funds to the Inspector General for investigative, audit and contract oversight services to be performed under this Agreement through September 30, 2011.

#### B. Future Annual Funding

Annually thereafter during the term of this Agreement and any extensions thereto, the Inspector General will present to the Authority a proposed annual budget for the Inspector General's services not later than May 1<sup>st</sup> of the previous year based on the prior year's activities of the Office of the Inspector General under this Agreement. Once the Inspector General and the Authority have agreed to the proposed annual budget, the Authority shall fund the Inspector General's budget. This proposed budget shall be inclusive of the resources to be provided by the Inspector General through staff and any operating expenditures made directly by the Inspector General in the furtherance of or pursuant to this Agreement. Additionally, the annual budget shall contain funds to accommodate the resources to be provided for the operation of the Inspector General as identified in Section 3 herein.

Beginning October 1, 2011, payments pursuant to this Agreement will be submitted quarterly to the Inspector General on: October 1<sup>st</sup>; January 1<sup>st</sup>; April 1<sup>st</sup>; and July 1<sup>st</sup> of each year.

#### C. Additional Authority Contracts

In the event the Authority enters into a contract whose total dollar amount is in excess of \$25,000,000, the Authority and Inspector General shall enter into an amendment to this Agreement that shall provide for a separate scope of work and a separate budget representing the services to be performed by the Inspector General for such contracts.

Nothing contained in this Section 4 shall in any way limit the powers of the Inspector General provided for in this Agreement to perform audits, inspections, reviews, and

investigations on any and all Authority contracts.

**Section 5. Reporting**

The Inspector General will provide copies of all final investigative and audit reports to the Authority and will include its activities funded by this Agreement in the Inspector General annual written report.

**Section 6. Notice**

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

**County**

Sheryl Steckler, Inspector General  
P. O. Box 16568  
West Palm Beach, Fl 33416

**Authority**

Mark Hammond, Executive Director  
Solid Waste Authority  
7501 North Jog Road  
West Palm Beach, Fl 33412

**Section 7. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**Section 8. Filing**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**Section 9. Liability**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

**Section 10. Defense** The Authority shall defend the Inspector General and staff in accordance with Section 111.07, Florida Statutes, as amended.

**Section 11. Remedies**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 12. Time of the Essence**

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

**Section 13. Equal Opportunity Provision**

Inspector General and Authority agree that no person shall, on the grounds of race, color, religion, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or disability be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

**Section 14. Captions**

The captions and section designations herein set forth are for convenience only and shall

have no substantive meaning.

**Section 15. Severability**

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 16. Entirety of Agreement**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

ATTEST:

SHARON R. BOCK  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA,  
THROUGH ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
, Chair

(SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Sheryl Steckler, Inspector General

ATTEST:

SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
, Chair