

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	83,332	_____	_____	_____	_____
External Revenues	(83,332)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Reporting Category _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Susan Neary 11/8/13
 OFMB KO A
 11/5 11/18

Dr. J. Jacobson 12/12/13
 Contract Development and Control
 12-9-13 [Signature]

B. Legal Sufficiency:

Paul F. F. 11/12/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

INTERLOCAL AGREEMENT EXTENSION

This Interlocal Agreement Extension is made this _____ day of _____, 2013, between the Solid Waste Authority of Palm Beach County (Authority), created by Chapter 2001-331, Laws of Florida, and Palm Beach County (County), a political subdivision of the State of Florida, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, on November 16, 2010, the Authority and County entered into an Interlocal Agreement, R 2010-1769, pursuant to the provisions of Chapter 163, Florida Statutes, whereby the Authority and the County agreed that the Inspector General would provide services to the Authority and the Authority would pay for those services, as provided for in the Interlocal Agreement, and

WHEREAS, the Interlocal Agreement was scheduled to terminate on September 30, 2013 and was extended by the parties through October 31, 2013, and

WHEREAS, the Authority and the County wish to continue to extend that Interlocal Agreement so as to permit the parties to complete the negotiation of a replacement agreement,

NOW, THEREFORE, in consideration of the mutual representations and promises contained herein, the Authority and County agree to extend the term of the Interlocal Agreement, R 2010-1769, until the earlier of February 28, 2014, or the date a replacement Interlocal is fully executed by the parties hereto. Except as modified herein, all of the terms and conditions of the Interlocal Agreement, R 2010-1769, shall remain in full force and effect.

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

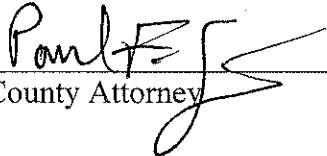
PALM BEACH COUNTY, FLORIDA,
THROUGH ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Clerk

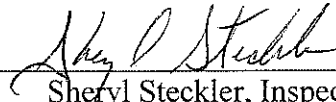
By: _____
Priscilla A. Taylor, Mayor

(SEAL)

APPROVES AS TO FORM
AND LEGAL SUFFICIENCY

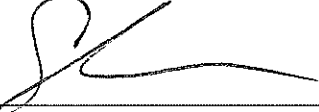
By: 
County Attorney

APPROVES AS TO FORM
AND LEGAL SUFFICIENCY

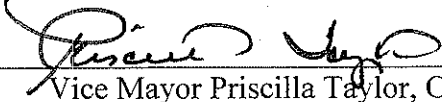
By: 
Sheryl Steckler, Inspector General

(SEAL)

ATTEST:

By: 
Clerk to the Authority

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: 
Vice Mayor Priscilla Taylor, Chair

R2010-1769

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made on NOV 16 2010, 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 30th. 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 1st 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 1st, January 1st, April 1st, and July 1st 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

Authority

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

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

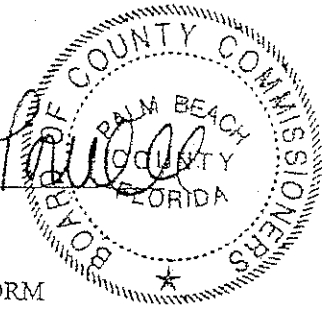
This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

R2010-1769 NOV 16 2010

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

By: [Signature]
Clerk
(SEAL)



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

By: [Signature]
Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Sheryl Steckler, Inspector General

ATTEST:

By: [Signature]
Clerk

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: [Signature]
Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
General Counsel to the Authority