

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

**Meeting Date:** April 1, 2014       Consent       Regular  
 Public Hearing

**Department**

Submitted By: COUNTY ATTORNEY

Submitted For: SOLID WASTE AUTHORITY

**I. EXECUTIVE BRIEF**

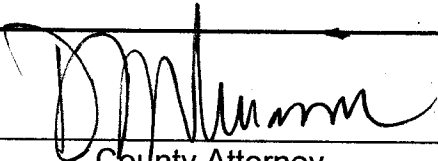
**Motion and Title:** Staff recommends motion to: Approve the Interlocal Agreement (ILA) between the Solid Waste Authority (Authority) and Palm Beach County (County) for the provision of Inspector General (IG) services at the Authority.

**Summary:** Under this ILA the IG will exercise the authority, functions and powers granted by the Inspector General Ordinance for the Authority. The ILA will be in effect upon execution of the parties and shall continue until September 30, 2014 with two one-year options for extension of the ILA. The Authority will pay the County \$250,000 for FY 2014 with funding for future years to be budgeted with the IG providing a proposed annual budget for services not later than May 1<sup>st</sup> of the previous year. Countywide (PFK)

**Background and Justification:** 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 Authority's Governing Board, Authority staff negotiated the attached ILA with the IG for the provision of IG services at the Authority. The Authority Governing Board then approved the ILA.

**Attachment:**

1. Interlocal Agreement with the Solid Waste Authority

Recommended by:       2/21/14  
County Attorney      Date

Approved by: N/A      \_\_\_\_\_  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures		_____	_____	_____	_____
Operating Costs	<u>250,000</u>	_____	_____	_____	_____
External Revenues	<u>(250,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b><u>0</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No.: Fund 1483 Department 270 Unit 2134 Object \_\_\_\_\_

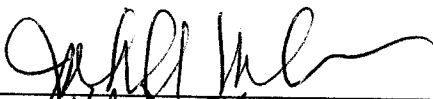
Reporting Category \_\_\_\_\_

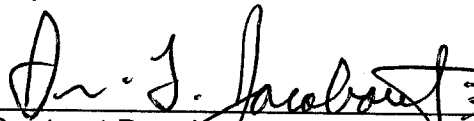
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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


III. REVIEW COMMENTS

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

  
 OFMB 2/24/14 SN 2/21/14

  
 Contract Development and Control 3/10/14  
3-10-14 BW Hall

B. Legal Sufficiency:

  
 Assistant County Attorney 2/21/14

C. Other Department Review:

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

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

**INTERLOCAL AGREEMENT  
FOR INSPECTOR GENERAL SERVICES**

This Interlocal Agreement (“Agreement”) is made on \_\_\_\_\_, 2014, 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 Action 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 1 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, 2014. Upon mutual agreement of the parties, this Agreement may continue for two (2) additional one year terms based upon the Authority's/County's Fiscal Year of October 1<sup>st</sup> 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.

As provided in the Inspector General Ordinance, the Inspector General's audits "shall be conducted in accordance with the current International Standards for the Professional Practice of Internal Auditing as published by the Institute of Internal Auditors, Inc., or where appropriate, in accordance with generally accepted governmental auditing standards," and the Inspector

General's investigations "will comply with the General Principles and Standards for Offices of Inspector General as published and revised by the Association of Inspectors General."

Authority staff shall cooperate fully with the Inspector General, such cooperation to include providing statements, and access to documents, records, data and other information during the course of an investigation, audit or review. The Office of Inspector General (the OIG) shall not require Authority staff to generate new work product to facilitate an audit or investigation by the OIG.

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

A. Fiscal Year 2013/2014

The Authority will pay Two Hundred and Fifty Thousand Dollars (\$250,000.) to the Inspector General for investigative, audit and contract oversight to be performed under this Agreement through September 30, 2014.

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. 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, 2013, 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, if necessary, representing the services to be performed by the Inspector General for such contract.

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.

**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, 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: \_\_\_\_\_  
Priscilla Taylor, Mayor

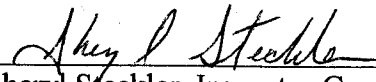


(SEAL)

APPROVES AS TO FORM  
AND LEGAL SUFFICIENCY

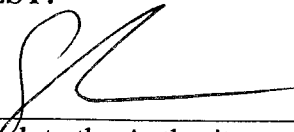
By:   
County Attorney

APPROVES AS TO FORM  
AND LEGAL SUFFICIENCY

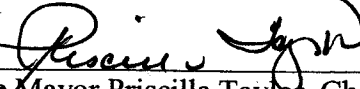
By:   
Sheryl Steckler, Inspector General

(SEAL)


ATTEST:

By:   
Clerk to the Authority

SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY

By:   
Vice Mayor Priscilla Taylor, Chair

APPROVES AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
James C. Mize, Jr.  
General Counsel