

30-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 23, 2014 [] Consent [X] Regular
[] Ordinance [] 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 with the Children's Services Council of Palm Beach County, Inc. (CSC), in the amount of \$156,604, for the provision of Inspector General Services at the CSC, for the period October 1, 2014 through September 30, 2015.

Summary: In accordance with Chapter 2, Article XII, Section 2-423(9), Article XII of the Palm Beach County Code, the Office of the Inspector General may negotiate agreements or memoranda of understandings with other public entities to provide independent oversight of any or all of the public entity's transactions, projects and operations, and to exercise any and all authority, functions and powers set forth in Article XII. The CSC desires the services of the Office of the Inspector General for the period October 1, 2014, through September 30, 2015, in the amount of \$156,604. The Agreement also allows for continued funding for an additional two years period, with future funding based on the provisions of Section 2-423(9) and the CSC's TRIM budget and millage process. This Agreement may be terminated by either party upon 90 days written notice to the other party. Funding for this Agreement is included in the proposed FY 2015 budget. Countywide (LB)

Background and Justification: Chapter 2, Article XII, Section 2-423(9) of the Palm Beach County Code permits the 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 Article XII for the benefit of such public entity. The Office of Inspector General has provided services to the CSC since January 1, 2012. The current agreement expires September 30, 2014.

Attachment:

- 1. Interlocal Agreement with Children's Services Council (3)

Recommended by: _____

Department Director Date

Approved By: Patty Huddle for Brad Merriman 9/12/14
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|-------------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | \$156,604 | TBD | TBD | _____ | _____ |
| External Revenues | (\$156,604) | TBD | TBD | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | _____ | _____ | _____ | _____ | _____ |
| No. ADDITIONAL FTE POSITIONS (Cumulative) | * 0 | _____ | _____ | _____ | _____ |

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1483 Department 270 Unit _____
 Object _____ Reporting Category _____

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

*The Children's Services Council will remit revenue to Palm Beach County – Office of Inspector General Fund.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 9/12/14
 OFMB

[Signature] 9/16/14
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made on _____, 2014 between the Children's Services Council of Palm Beach County (hereafter the "CSC"), an independent special district operating under authority of Part V of Chapter 125, Florida Statutes, and the Office of Inspector General, Palm Beach County (hereafter the "Inspector General"), each a public agency within the meaning of 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 Office of Inspector General, Palm Beach County, Florida Ordinance (hereafter the "Inspector General Ordinance") permits the 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 CSC 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 CSC's operations.

Section 2. Effective Date and Term

- A. This Agreement shall take effect on October 1, 2014 and shall continue until September 30, 2015. Thereafter this Agreement will continue for two (2) additional years based upon the CSC's Fiscal Year of October 1st through September 30th.
- B. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. In the event this Agreement is terminated other than at the end of a CSC Fiscal Year, the fee paid by CSC shall be pro-rated for the current Fiscal Year, with the remaining amount to be returned to CSC within thirty (30) days of termination. Upon notice of termination by CSC, any ongoing CSC investigations being conducted by the Inspector General pursuant to this Agreement shall continue until completed.
- C. The Inspector General's authority as to the CSC shall not be limited to acts or events which occurred on or after the effective date of this Agreement.

Section 3. Responsibilities and Duties

- A. 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 CSC for purposes of whistleblower protection provided by Section 112.3188(1), Florida Statutes.

B. The CSC is aware that by entering into this Agreement, the Inspector General’s authority as set out in the Inspector General Ordinance will extend to all of the CSC’s contractors and their subcontractors and lower tier subcontractors, as well as any other person or entity doing business with the CSC or receiving CSC funds; that all records and documents in the possession of such persons or firms which may be relevant to or related to their dealings with the CSC shall be subject to inspection by the Inspector General; and that all such persons and all officials, employees, or agents of such firms may be required to provide statements to the Inspector General. To facilitate Inspector General access to these persons or firms and their records, the CSC agrees to use its best efforts add the following language to all contracts it enters into after the effective date of this Agreement: “The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CSC to be a material breach of this contract justifying its termination.”

C. With respect to any reports issued by the Inspector General, CSC shall have the same rights as the county or a municipality as set forth in section 2-427 of the Inspector General Code.

Section 4. Funding and Budgeting by Authority

A. First Year Funding

The CSC will pay one hundred fifty six thousand six hundred four Dollars (\$156,604) to the Inspector General for services to be performed during the first year of this Agreement through September 30, 2015, said payment to be made within ten (10) business days after receipt of an invoice from the Inspector General.

B. Future Annual Funding

Annually thereafter during the term of this Agreement and any extensions thereto, the Inspector General will present to the CSC a proposed annual budget, based on the provisions of subsection (9) of Section 2-423 of the Inspector General Ordinance, for the Inspector General's services not later than May 15th of the year prior to the proposed budget becoming effective. Once the Inspector General and the CSC have agreed to the proposed annual budget, the CSC shall fund this annual budget, subject to CSC's TRIM budget and millage process (§200.065, Florida Statutes). 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. Beginning October 1, 2015, payments pursuant to this Agreement will be submitted annually to the Inspector General on October 1st of each year, based on invoices from the Inspector General received by CSC by September 20th of each year.

Section 5. Reporting

The Inspector General will provide copies of all final investigative, audit, and contract oversight reports to the CSC and will include its activities under 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:

| <u>County</u> | <u>CSC</u> |
|---|--|
| John Carey, Inspector General P. O. Box 16568 West Palm Beach, FL 33416 | Gaetana Ebbola, CEO 2300 High Ridge Road Boynton Beach, FL 33426 |

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. 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 11. 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 12. Equal Opportunity Provision

The Inspector General and the CSC 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 13. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 14. 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 15. 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. The parties, in connection with this Agreement, have also entered into a Business Associate Agreement, which may be modified by mutual agreement of the parties as may be needed to comply with changes to the HIPAA law and regulations (the Health Information Portability and Accountability Act of 1996, as amended and the regulations thereunder in 45 CFR parts 160, 162, and 164).

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

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

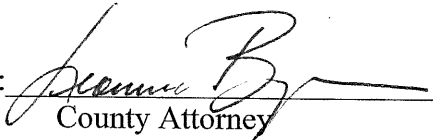
By: _____
Clerk

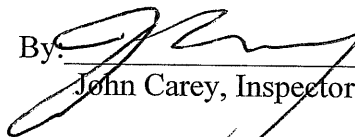
By: _____
Priscilla A. Taylor, Mayor

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

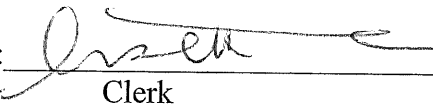
APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
John Carey, Inspector General

ATTEST:

CHILDREN'S SERVICES COUNCIL OF
PALM BEACH COUNTY

By: 
Clerk

By: 
Gaetana Ebbola, CEO