

Agenda Item #: **3DD-1**

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

Meeting Date: July 12, 2016

[X] 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 Children's Services Council (CSC) and Palm Beach County for the provision of Inspector General services at the CSC in the amount of \$116,191, for the period October 1, 2016 through September 30, 2017 with two one-year renewal options.

Summary: Under the ILA, the Office of Inspector General (OIG) will exercise the authority, functions and powers granted by the Office of Inspector General, Palm Beach County, Florida Ordinance (OIG Ordinance) for the CSC. The ILA will be in effect through September 30, 2017. The CSC will pay the OIG \$116,191 for FY 2017, with funding for future years to be budgeted in accordance with the OIG Ordinance. Countywide (LB)

Background and Justification: Authorized under Palm Beach County Ordinance 2009-0049, known as the IG Ordinance, the Inspector General has negotiated an agreement with the CSC to provide independent oversight of, and exercise authority, functions and powers set forth in the IG Ordinance for the benefit of the CSC. The CSC approved the ILA at the regularly scheduled Children's Services Council Board meeting on June 23, 2016.

Attachment:

1. Interlocal Agreement with Children's Services Council
-

Recommended by: _____

Inspector General

6/28/2016
Date

Approved by: _____

Assistant County Administrator

7/14/16
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$116,191	_____	_____	_____	_____
External Revenues	(\$116,191)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included In ~~Proposed~~ Budget? Yes X No _____
Budget Account No.: Fund 1483 Department 270 Unit 2110/2100 Object Various
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 to cover the additional budget. This amount is included in the proposed FY 2017 budget.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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


OFMB 7/5


Contract Dev. and Control 7/8/16

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(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 _____, 2016, between the Children's Services Council of Palm Beach County (hereinafter the "CSC"), an independent special district operating under authority of Part V of Chapter 125, Florida Statutes, and Palm Beach County, a political subdivision of the State of Florida ("County"), for and on behalf of the Palm Beach County Office of Inspector General ("Inspector General"), 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, Section 2-423(9) of the Palm Beach County Office of Inspector General Ordinance (the "Inspector General Ordinance") permits the Inspector General to negotiate agreements or memoranda of understanding with special districts and other public offices which would authorize the Inspector General 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 the Inspector General Ordinance for the benefit of such public

entity; and

WHEREAS, CSC wishes to have the Inspector General exercise certain authority, functions and powers for CSC's benefit.

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

Section 1. Recitals

The Recitals to this Agreement are incorporated herein by this reference with the same force and effect as if set forth in full.

Section 2. Purpose

The purpose of this Agreement is to have the Inspector General exercise certain authority, functions, and powers granted by the Inspector General Ordinance as to CSC's transactions, projects, and operations, to the extent specifically set forth herein.

Section 3. Effective Date and Term

A. This Agreement shall take effect upon execution of the parties, and shall govern the parties' relationship from October 1, 2016 until September 30, 2017. Thereafter, the Agreement shall automatically renew each year for two additional annual terms, such that the Agreement shall end on September 30, 2019, unless extended by both parties in writing.

B. Notwithstanding the foregoing subsection, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Any ongoing OIG investigation at the time of termination shall cease unless the parties agree otherwise.

If no investigations are ongoing at the time of the notice of termination, the fees due and owing for the current annual contract term shall be prorated by 1/12 for each full month following the month in which the termination becomes effective. Any amounts due and owing to

CSC must be refunded within 60 days of such termination.

In the event of an ongoing investigation at the time of the notice of termination or on the date the Agreement expires by its own terms, the parties shall meet to discuss whether the investigation will continue and what amount, if any, CSC will pay the OIG to finish the work.]

C. The Inspector General's independent oversight exercised pursuant to this Agreement shall not be limited to acts committed by CSC, its officials, employees, or contractors, subcontractors, lower-tier contractors, or other persons doing business with or receiving funds from CSC nor to events which occurred during the effective dates of this Agreement.

Section 4. Responsibilities and Duties

A. The Office of Inspector General shall provide independent oversight of CSC's transactions, projects and operations by 1) making investigations of CSC matters and publishing the results of those investigations, 2) providing contract oversight activities, including preparing reports and recommendations to CSC, and 3) exercising any and all authority, functions and powers relating to investigations and contract oversight, as provided in the Palm Beach County Office of Inspector General Ordinance, as it may be amended from time to time. The parties agree that Office of Inspector General shall not audit past, present, and proposed CSC programs, accounts, records, contracts, change orders and transactions during the effective dates of this Agreement.

B. CSC acknowledges that 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.

C. 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 investigations and contract oversight relating to all of CSC's contractors and their subcontractors and lower tier subcontractors, as well as, any other person or entity doing business with CSC or receiving CSC funds; that all records and documents in possession of such persons or entities which may be relevant to or related to their transactions with CSC shall be subject to inspection by the Inspector General; and that all such persons and all officials, employees, or agents of such persons or entities shall be required to cooperate with the Inspector General and provide statements, documents, records and other information during the course of an Inspector General investigation or review.

D. To facilitate Inspector General access to these persons or entities, CSC shall use its best efforts to add the following language to all contracts it enters into during the effective dates of this Agreement:

"The parties to this Contract are aware that the Inspector General of Palm Beach County has the authority to investigate and review matters relating to the negotiation and performance of this Contract, and in furtherance thereof may demand and obtain all records and documents in possession of CSC's contractors and subcontractors and lower tier subcontractors, as well as, any other person or entity doing business with the CSC or receiving CSC funds. The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the CSC's contractors and subcontractors and lower tier subcontractors, as well as, any other person or entity doing business with the CSC or receiving CSC funds to fully cooperate with the Inspector General when requested may be deemed by CSC to a material breach of this Contract justifying its termination."

E. The procedure for finalizing reports and recommendations set forth in Section 2-427 of the Inspector General Ordinance shall govern this Agreement with CSC.

Section 5. Funding and Budgeting by CSC

October 1, 2016- September 30, 2017

CSC will pay \$116,191 on or before October 1, 2016 to the Inspector General for FY 2017 for investigative and contract oversight services to be performed under this Agreement through September 30, 2017. For each renewal period, CSC shall pay such amount referenced above on or before October 1, such that payments will be due and owing on October 1, 2017 for FY 2018 and on October 1, 2018 for FY 2019. Such amount is calculated upon CSC's most current LOGER system data.

This amount 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.

Section 6. Reporting

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

Section 7. 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

John Carey, Inspector General
P. O. Box 16568
West Palm Beach, FL 33416

CSC

Lisa Williams-Taylor, Ph.D.,
Chief Executive Officer
Children's Services Council
2300 High Ridge Road
Boynton Beach, FL 33426

Section 8. 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 9. Filing

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

Section 10. 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 11. Defense To the extent permitted by Florida law, CSC shall indemnify, protect, defend, and hold the County and the Office of Inspector General harmless from and against all claims, actions, liabilities, losses, and costs claimed or alleged by any person or entity asserting that their damages arose solely out of CSC's decision to enter into this Agreement and to be made subject to the Inspector General's jurisdiction.

Section 12. 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 13. 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 14. Equal Opportunity Provision

Inspector General and 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 15. Captions

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

Section 16. 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 17. Entirety of Agreement

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

Section 18. Venue

The exclusive venue for any litigation resulting from this Agreement shall lie in Palm

Beach County, Florida.

Section 19. Construction

This Agreement shall not be construed against either party as both parties have had counsel of their choosing review same.

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

By: _____
Clerk
(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

ATTEST:

By: _____
Clerk to the CSC

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

By: _____
Commissioner Mary L. Berger, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
John Carey, Inspector General

CHILDREN'S SERVICES COUNCIL

By: _____
Lisa Williams-Taylor, Ph.D.
Chief Executive Officer