

Agenda Item #:

3D-1

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

Meeting Date: April 4, 2017 Consent Regular
 Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For: PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

I. EXECUTIVE BRIEF

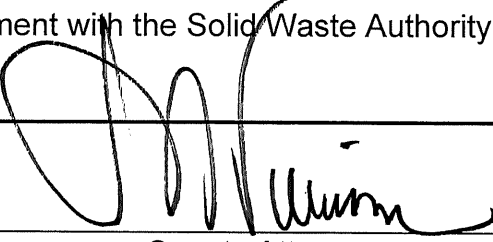
Motion and Title: Staff recommends motion to: Approve the Interlocal Agreement (ILA) between the Solid Waste Authority (Authority) and Palm Beach County (County) for the provision of Inspector General (IG) services at the Authority.

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, 2019 with two one-year options for extension of the ILA. The Authority will pay the County \$250,000 for FY 2017 with funding for future years to be budgeted with the IG providing a proposed annual budget for services not later than May 1st 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:  Date 3/6/17
County Attorney Date

Approved by: N/A Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(250,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(250,000)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

Budget Account No.: Fund 1483 Department 270 Unit 2134 RSKC 2920

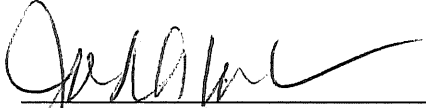
Reporting Category _____

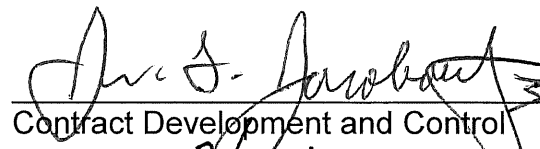
B. Recommended Sources of Funds/Summary of Fiscal Impact: No Fiscal Impact.

C. Departmental Fiscal Review: _____


III. REVIEW COMMENTS

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


 OFMB Et 3/7 7/2/17


 Contract Development and Control 3/16/17

B. Legal Sufficiency:


Paul F. Le 3/6/17
 Assistant County Attorney

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 _____, 2017, 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"), 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, 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. 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 the authority, functions and powers granted by the Inspector General Ordinance as to the Authority's operations.

Section 3. Effective Date and Term

This Agreement shall take effect upon execution of the parties. The terms and conditions set forth in this Agreement shall relate back to October 1, 2016, and shall continue until September 30, 2019. Notwithstanding the forgoing, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party.

Section 4. 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 5. Funding and Budgeting by Authority

A. Initial (First Year) Funding

The Authority will pay Two Hundred and Fifty Thousand Dollars (\$250,000.) per year of this Agreement to the Inspector General for investigative, audit and contract oversight services to be performed under this Agreement through September 30, 2019.

B. Future Annual Funding

Upon approval of this Agreement by the Palm Beach County Commissioners and upon execution by both parties, fifty percent of the annual payment will be submitted to the Inspector General within thirty days of execution for fiscal year 2017. The remaining fifty percent for fiscal year 2017 will be submitted to the Inspector General within sixty days after the initial payment.

Beginning on October 1, 2017, payments for fiscal year 2018 and 2019 pursuant to this Agreement will be submitted quarterly to the Inspector General on:

FY 18: October 1, 2017; January 1, 2018, April 1, 2018; and July 1, 2018;

FY 19: October 1, 2018; January 1, 2019, April 1, 2019; and July 1, 2019.

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 6. 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 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:

<u>County</u>	<u>Authority</u>
John Carey, 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 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 The Authority shall defend the Inspector General and staff in

accordance with Section 111.07, Florida Statutes, as amended.

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 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, genetic information 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 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: _____
Paulette Burdick, Chair

(SEAL)

APPROVES AS TO FORM
AND LEGAL SUFFICIENCY

APPROVES AS TO FORM
AND LEGAL SUFFICIENCY

By: Paul F. J.
County Attorney

By: John Carey
John Carey, Inspector General

(SEAL)

ATTEST:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: [Signature]
Clerk to the Authority

By: Mark H.
Mark Hammond, Executive Director

APPROVES AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Howard Falcon, III
SWA General Counsel