



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years		<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures		\$-0-	-0-	-0-	-0-	-0-
Operating Costs		-0-	-0-	-0-	-0-	-0-
External Revenues		-0-	(250,000)	(250,000)	(250,000)	-0-
Program Income (County)		-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)		-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>		<u>-0-</u>	<u>(250,000)</u>	<u>(250,000)</u>	<u>(250,000)</u>	<u>-0-</u>

**# ADDITIONAL FTE**

**POSITIONS (Cumulative)** \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund 1483 Department 270 Unit 2134 RSRC 2920

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

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

**III. REVIEW COMMENTS**

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

*Lisa R* 7/11/19  
 OFMB  
 7/11

*Jan. J. Jaworski* 7/18/19  
 Contract Dev. and Control  
 7/18/19 JW

**B. Legal Sufficiency:**

*Shawn By*  
 Assistant County Attorney

**C. Other Department Review:**

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

**INTERLOCAL AGREEMENT  
FOR INSPECTOR GENERAL SERVICES**

This Interlocal Agreement (“Agreement”) is made on \_\_\_\_\_, 2019, 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 (“Office of Inspector General”), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**W I T N E S S E T H**

**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 on October 1, 2019, and run for three consecutive years based upon the Authority's/County's Fiscal Year, such that the Agreement shall end on September 30, 2022. 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 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. Annual 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.

**B. Quarterly Payments**

Equal installment payments for fiscal year (FY) 2020, FY 2021, and FY 2022 will be submitted to the Inspector General on:

FY 2020: October 1, 2019; January 1, 2020; April 1, 2020; and July 1, 2020;

FY 2021: October 1, 2020; January 1, 2021; April 1, 2021; and July 1, 2021; and

FY 2022: October 1, 2021; January 1, 2022; April 1, 2022; and July 1, 2022.

**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:

Office of Inspector General

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

Authority

Dan Pellowitz, 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, 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: \_\_\_\_\_  
Mack Bernard, Mayor

**(SEAL)**

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
John Carey, Inspector General


**ATTEST:**

**SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY**

By:  \_\_\_\_\_  
Clerk to the Authority

By:  \_\_\_\_\_  
Dan Pellowitz, Executive Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
Howard Falcon, III  
SWA General Counsel