

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 07/12/2022

[X] Consent
[] Ordinance

☐ Regular
☐ Public Hearing

Department: Office of Inspector General

Submitted By: Office of Inspector General

I. EXECUTIVE BRIEF

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

Summary: Under this ILA, the IG will exercise the authority, functions and powers granted by the Palm Beach County Office of Inspector General Ordinance (Ordinance) for the SWA. The ILA will be in effect through September 30, 2025. The SWA will pay the IG \$250,000/year for FY 2023-2025. The ILA provides that the parties shall enter into an amendment providing for a separate scope of work and budget for any contracts the SWA enters into following the Effective Date of the ILA with a total contract amount in excess of \$25,000,000. Countywide (HH)

Background and Justification (or Policy Issues): On December 15, 2009, the Board approved the Ordinance that vests in the IG the authority, functions, and the 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 IG 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 Solid Waste Authority Governing Board, the SWA negotiated the attached ILA with the IG for the provision of IG services at the SWA. The SWA Governing Board approved the ILA at its meeting on June 9, 2022.

Attachments:

- ## 1. Interlocal Agreement with Solid Waste Authority

Recommended by:

Department Director

6/21/22

Date _____

Approved By:

Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025		
Capital Expenditures					
Operating Costs	\$250,000	\$250,000	\$250,000		
External Revenues	(\$250,000)	(\$250,000)	(\$250,000)		
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT					
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in Current Budget?

Yes XNo

Does this item include the use of federal funds?

YesNo X

Budget Account No:

Fund 1483

Dept 270

Unit 2134

Object 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:

for review
action
6/25/22

Shirley Mante

OFMB 9A 6-22-22

6/23/22

Contract Dev. & Control

6/27/22

B. Legal Sufficiency

Helene C. Hwang

Assistant County Attorney

6-27-22

C. Other Department Review

Department Director

INTERLOCAL AGREEMENT FOR INSPECTOR GENERAL SERVICES

This Interlocal Agreement ("Agreement") is made on _____, 2022, 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").

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 accord best with 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")(Palm Beach County Resolution R-2011-009), 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, 2022. The first year of the Agreement shall be in effect until September 30, 2023. Thereafter this Agreement will continue for two (2) additional years based upon the Authority's/County's Fiscal Year of October 1st through September 30, such that the Agreement shall end on September 30, 2025. 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) 2023, FY 2024, and FY 2025 will be submitted to the Inspector General on:

FY 2023: October 1, 2022; January 1, 2023; April 1, 2023; and July 1, 2023;

FY 2024: October 1, 2023; January 1, 2024; April 1, 2024; and July 1, 2024; and

FY 2025: October 1, 2024; January 1, 2025; April 1, 2025; and July 1, 2025.

C. Additional Authority Contracts

In the event the Authority enters into a contract following the Effective Date of this Agreement with a total contract amount 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 contract.

Nothing contained in this Section 5 shall in any way limit the powers of the Inspector General provided for in this Agreement to perform audits, inspections, reviews, and investigations of 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 County, Inspector General and staff in accordance with Section 111.07, Florida Statutes, as amended.

Section 12. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County, Inspector General and/or Authority.

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. Nondiscrimination

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Authority warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national

origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the 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. Counterparts

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. The Authority shall execute by manual means only, unless the County provides otherwise.

Section 18. 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.


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the Office of Inspector General, and the Authority has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
Clerk & Comptroller

By: _____
Clerk & Comptroller

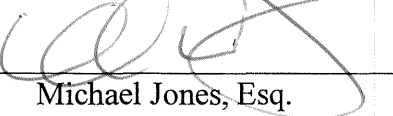
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

ATTEST:

By: 
Clerk to the Authority

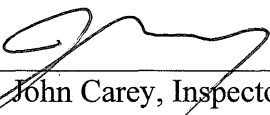
APPROVE AS TO TERMS
AND CONDITIONS

By: 
Michael Jones, Esq.
General Counsel

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Robert Weinroth, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: 
John Carey, Inspector General

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: 
Daniel Pellowitz, Executive Director

