Agenda Item #: 3FF-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 19, 2025 | **[X] Consent** | **[ ] Regular** | **[ ] Ordinance** | **[ ] 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 Children's Services Council (CSC) of Palm Beach County and Palm Beach County for the Inspector General (IG) to exercise certain authority, functions, and powers as to the CSC's transactions, projects, and operations.

Summary: Under the ILA, the IG will exercise the authority, functions, and powers granted by the IG Ordinance (Article XII, Section 2-421-2-452, Palm Beach County Code)(Ordinance), for the benefit of the CSC. The ILA will be in effect upon execution of the parties and shall govern the parties' relationship from October 1, 2025 until September 30, 2028. The ILA shall automatically renew each year for two (2) additional annual terms, such that the ILA shall end on September 30, 2028, unless extended by both parties in writing or terminated in accordance with the ILA. The CSC will pay $58,095.50 on or before October 1, 2025 to the IG for FY 2026 for investigative services to be performed under the ILA through September 30, 2028. For each renewal period, CSC shall pay such amount on or before October 1, 2026 and October 1, 2027. Countywide (MJ)

Background and Justification: On December 15, 2009, the Board of County Commissioners (BCC) approved the Ordinance, which vests in the IG 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 BCC. In addition, the Ordinance provides that the IG may negotiate ILA's 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 CSC's Board, CSC staff negotiated the attached ILA with the IG for the provision of IG services at the CSC. The CSC approved the ILA on July 15, 2025.

Attachments:

Interlocal Agreement with the Children's Services Council

Recommended by: _____ 7/11/2025
Department Director **Date**

Approved By: N/A
County/Deputy/Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues		($58,096)	($58,096)	($58,096)	
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT		($58,096)	($58,096)	($58,096)	
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in Proposed Budget? Yes X No
Does this item include the use of federal funds? Yes No X

Budget Account No:
Fund 1483 Dept 270 Unit 2132 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:

7/16/25
OFMB 7/16

7/17/25
Contract Dev. & Control

B. Legal Sufficiency

7/21/25
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 August 19, 2025, 2025, 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.)

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, Section 2-423(9) of the Palm Beach County Office of Inspector General Ordinance (the "Inspector General Ordinance"), R-2011-009, 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, 2025 until September 30, 2026. Thereafter, the Agreement shall automatically renew each year for two additional annual terms, subject to CSC's annual budget and TRIM process, such that the Agreement shall end on September 30, 2028, 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 with respect 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 or to events that 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) exercising any and all authority, functions and powers relating to investigations, 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 or exercise contract oversight of past, present, or 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 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, 2025- September 30, 2026

CSC will pay $58,095.50 on or before October 1, 2025 to the Inspector General for FY 2026 for investigative services to be performed under this Agreement through September 30, 2026. 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, 2026 for FY 2027 and on October 1, 2027 for FY 2028.

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 with copy via email to the following:

County

John Carey, Inspector General
100 Australian Avenue
4th Floor
West Palm Beach, Fl 33406
JCarey@pbc.gov

CSC

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

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, the Office of Inspector General, and their staff 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 governed by the laws of the State of Florida. Any and all 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 CSC.

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 agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, 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, 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 prior negotiations, correspondence, understandings, representations, or agreements, either written or oral, relating to this Agreement.

Section 19. Venue

The exclusive venue for any litigation resulting from this Agreement shall lie in Palm Beach County, Florida.

Section 20. Construction

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

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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 CSC has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
Clerk & Comptroller

By: _____
Clerk

(SEAL)

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

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
John Carey, Inspector General

APPROVED AS TO FROM
AND LEGAL SUFFICIENCY

By: _____
General Counsel for CSC

CHILDREN'S SERVICES COUNCIL OF PALM
BEACH COUNTY

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