Agenda Item #: 3FF1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 10, 2026 | **[X] Consent** | **[ ] Regular** | **[ ] Ordinance** | **[ ] Public Hearing**

Department: PALM BEACH COUNTY COMMISSION ON ETHICS

Submitted By: PALM BEACH COUNTY COMMISSION ON ETHICS

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Memorandum of Understanding (MOU) with the Delray Beach Housing Authority (DBHA) and Palm Beach County (County) to engage the services of the Palm Beach County Commission on Ethics (COE) for a five (5) year term effective following the date of execution by the Board of County Commissioners (BCC).

Summary: The DBHA agreed to subject itself to the jurisdiction and authority of the COE and its Executive Director. This MOU identifies the roles and responsibilities of the COE and the DBHA in implementing the Palm Beach County Code of Ethics and establishes a schedule of fees to be paid by the DBHA to the County in exchange for services. As required by the COE Ordinance, all fees paid under this MOU must be used to fund COE operations. The MOU is subject to final approval of the BCC. Districts 4 and 7 (DB)

Background and Justification: County voters approved a countywide Referendum bringing cities and municipalities under the jurisdiction of the COE and the ethics codes effective June 1, 2011. The Commission on Ethics Ordinance allows government entities to retain the services of the COE, subject to ultimate approval by the BCC. The DBHA and the COE have determined that it will serve the public interest to enter into this MOU.

Attachments:

1.Memorandum of Understanding

Recommended by: Christie Kelley Digitally signed by Christie Kelley Date: 2026.10.06 10:20:58 -04'00'
Christie Kelley, Executive Director **Date**

Approved By: 10-26-24
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	____	____	____	____	____
Operating Costs	____	____	____	____	____
External Revenues	____	____	____	____	____
Program Income (County)	____	____	____	____	____
In-Kind Match (County)	____	____	____	____	____
NET FISCAL IMPACT	____	____	____	____	____
# ADDITIONAL FTE POSITIONS (Cumulative)	____	____	____	____	____

Is Item Included in Current Budget? Yes ____ No ____
Is this item using Federal Funds? Yes ____ No ____
Is this item using State Funds? Yes ____ No ____

Budget Account No.: Fund ____ Department _____ Unit _____ Object _____

Reporting Category_____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Fiscal impact is indeterminable at this time and is dependent upon the number of complaints completed.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

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

10/6/2026
OFMB
AH 10/6

10/7/26
Contract Development and Control
ZG 10.8.26

B. Legal Sufficiency

10/8/26
David C. Behar,
Assistant County Attorney

C. Other Department Review

_____
Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

MEMORANDUM OF UNDERSTANDING BETWEEN THE DELRAY BEACH HOUSING AUTHORITY AND THE PALM BEACH COUNTY COMMISSION ON ETHICS

This Memorandum of Understanding (MOU) is entered into on November 10, 2026, between the Delray Beach Housing Authority ("DBHA"), a special district established by the City of Delray Beach as authorized by §421.04, Florida Statutes, and Palm Beach County, a political subdivision of the State of Florida, by and through the Palm Beach County Board of County Commissioners (BCC) for the services of the Palm Beach County Commission on Ethics (Commission on Ethics).

I. Purpose

The purpose of this MOU is to clearly identify the roles and responsibilities of the Commission on Ethics and the DBHA as they relate to the implementation of the Palm Beach County Code of Ethics (Code of Ethics) and the Palm Beach County Lobbyist Registration Ordinance (Lobbyist Registration Ordinance). The Code of Ethics and the Lobbyist Registration Ordinance are intended to promote honesty, integrity and accountability in local government. To support this goal, the DBHA submits to the jurisdiction of the Commission on Ethics and seeks to hire the Commission on Ethics to conduct investigations, hear complaints and process advisory opinions. In particular, this MOU is intended to have the Commission on Ethics exercise the authority, functions, and powers granted by the Commission on Ethics Ordinance as to the DBHA's operations.

II. Background

As a dependent district, the DBHA is not under the jurisdiction of the Commission on Ethics by statute or referendum. However, §2-258.1 of the Commission on Ethics Ordinance states as follows:

> The commission on ethics may additionally be empowered to review, interpret, render advisory opinions, and enforce [the county's code of ethics or] similar [ordinances,] rules or regulations duly adopted by any commission, bureau, district, or other governmental entity located in the county, pursuant to agreements or memoranda of understanding between the commission on ethics and said [governmental] entity.

The DBHA and the Commission on Ethics have determined that it will serve the public interest to enter into this MOU in order to accomplish the foregoing goals.

III. Agreement

The Commission on Ethics, subject to approval by the BCC, is authorized to negotiate agreements or memoranda of understanding with special districts and other public officers and entities, allowing the Commission on Ethics to exercise any and all authority, functions, and powers set forth in the Commission on Ethics Ordinance for the benefit of the public entity, in this case the DBHA.

The DBHA seeks to submit to the jurisdiction of the Commission on Ethics and to hire the Commission on Ethics to conduct investigations, hear complaints, and process advisory opinions in order to promote honesty, integrity, and accountability in government.

The Commission on Ethics and the DBHA recognize that given the knowledge, experience, and ability of the staff of the Commission on Ethics in conducting investigations and interpreting the Code of Ethics and the Lobbyist Registration Ordinance, the Commission on Ethics is in the best position to expeditiously and economically fulfill these services for the DBHA.

This MOU authorizes the Commission on Ethics to exercise the authority, functions, and powers granted by the Commission on Ethics Ordinance over the operations of the DBHA.

a. Effective Date and Term

The terms of this MOU shall in effect, and will remain in effect for five (5) years, following the date of execution by the BCC. Either party may terminate this agreement with ninety (90) days written notice to the other party. Upon notice of termination by the DBHA, any ongoing DBHA investigations being conducted by the Commission on Ethics pursuant to this MOU shall continue until completed. The DBHA agrees to pay all fees pursuant to Section IV of this MOU for such ongoing investigations through the conclusion of all administrative and/or judicial proceedings. This provision shall survive termination of this MOU.

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, 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.

b. Responsibilities and Duties

The Commission on Ethics shall exercise any and all authority, functions, and powers provided for in the Commission on Ethics Ordinance, Code of Ethics, and Lobbyist Registration Ordinance in regard to the DBHA, including:

A) The Commission on Ethics shall have the authority to (1) review, interpret, render advisory opinions, and enforce the Code of Ethics and Lobbyist Registration Ordinance, (2) investigate legally sufficient complaints within the jurisdiction of the Commission on Ethics and conduct public hearings as provided by the Commission on Ethics ordinance; and 3) develop and deliver training programs and ensure that effective and meaningful training experiences are delivered in a timely and efficient manner.

B) The Commission on Ethics shall have the power to conduct investigations and receive full and unrestricted access to the records of the board of directors and staff of the DBHA.

C) In the case of a refusal to obey a request for documents or for an interview, the Commission on Ethics shall have the power to subpoena witnesses, administer oaths, and require the production of records in a manner consistent with §162.08, Florida Statutes. The Commission on Ethics shall not interfere with any ongoing criminal investigation or prosecution of the State Attorney or the U.S. Attorney for the Southern District of Florida.

D) Where the Commission on Ethics suspects a possible violation of any state, federal, or local law, rule, regulation, or policy, the Commission on Ethics Executive Director or designee shall notify the appropriate civil, criminal, or administrative agencies. In the case of a possible violation of an internal rule, regulation, or policy governing a DBHA staff member or

president/CEO, the Commission on Ethics Executive Director or designee shall also notify the President/CEO of the DBHA.

E) The DBHA agrees to have all board members, directors and staff participate in ethics training within 90 days of execution of this MOU by the BCC. All newly hired or appointed board members, directors, or staff shall participate in ethics training within 90 days of appointment or hiring.

F) The Commission on Ethics "hotline" will receive complaints related to DBHA operations. The DBHA will support and assist the Commission on Ethics in publicizing the "hotline" and encouraging the reporting of Code of Ethics or Lobbyist Registration violations by local citizens, officials, and employees.

G) The Commission on Ethics may exercise any of the powers contained in the Commission on Ethics Ordinance upon its own Initiative.

H) All records held by the Commission on Ethics and its staff related to an active preliminary investigation are confidential and exempt from disclosure in a manner consistent with the provisions in §112.3188(2) and §112.324, Florida Statutes.

I) The Commission on Ethics and its staff shall be considered "an appropriate local official" for purpose of whistleblower protection provided by §112.3188(1), Florida Statutes.

J) The Commission on Ethics may recommend remedial actions and may provide prevention and training services to DBHA directors and staff. The Commission on Ethics may follow up to determine whether recommended remedial actions have been taken.

K) The Commission on Ethics shall monitor the costs of investigations undertaken.

L) The Commission on Ethics will provide an invoice for services rendered under this MOU. The DBHA agrees to provide payment to Palm Beach County within thirty (30) days of receiving an invoice.

M) As part of its obligation under this MOU, DBHA board members, directors and staff will in all instances cooperate fully with the Commission on Ethics by timely providing records requested by Commission on Ethics staff.

N) In any case in which the Commission on Ethics determines that the complaining party filed a frivolous or groundless complaint as defined in §57.105, Florida Statutes, or a complaint with malicious intent and with the knowledge that the complaint contains one or more material false allegations, or with reckless disregard for whether the complaint contains material false allegations, the commission shall order the complaining party to pay any cost and attorney's fees incurred by the Commission on Ethics, the DBHA and/or the alleged violator.

O) The Commission on Ethics will maintain a website and all required databases including gift reports, voting conflict disclosures, outside employment waivers, final orders, and advisory opinions.

IV. Provision for fees

As authorized by §2-258.1 of the Code of Ethics, this MOU shall include a provision for fees to be paid to the Commission on Ethics from the DBHA in exchange for such benefits at a rate established by the Commission on Ethics. The fee schedule adopted pursuant to this MOU is as indicated. These rates are fixed for the term of the contract and subject to change thereafter. There will be no cost to the DBHA for training or advisory opinions. Regarding Option B (Event option) for the avoidance of doubt, the cost of a complaint that proceeds through multiple phases will be the sum of the phases completed. For example, a complaint through final hearing or settlement would cost one thousand eight hundred forty-seven dollars ($1,847).

In the event Option B is selected, any judicial appeal, whether interlocutory or after final hearing, shall be billed at the hourly rate as provided in Option A below.

Option A: Hourly [ ]

Director	$93.00
General Counsel	$75.00
Investigator	$45.00
Administrative	$40.00

Option B: Event [✓]

Legal Sufficiency finding and Investigation through Probable Cause Hearing	$1,055
Probable Cause hearing to settlement or final hearing	$792
Total costs from finding legal sufficiency through settlement or final hearing	**$1,847**

V. Delegation of Duty

Nothing contained herein shall be deemed to delegate the constitutional or statutory duties of state, county, or municipal officers.

VI. Liability

The parties to this MOU 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 §768.28, Florida statutes.

VII. Controlling Law

This MOU shall be interpreted and construed according to, and governed by, the laws of the State of Florida. Any and all legal action necessary to enforce the MOU will be held in Palm Beach County.

VIII. Remedies

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 hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this MOU 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 MOU.

IX. Severability

In the event any term or provision of this MOU is determined by a court of competent jurisdiction to be illegal or otherwise invalid, such provision shall be construed or deleted and shall not affect the remaining portions of this MOU and the remainder shall be construed to be in full force and effect.

X. Digital Accessibility Compliance

The DBHA and Commission on Ethics are public agencies subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. The DBHA and Commission on Ethics represent that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this MOU that may be electronically displayed, accessed, distributed, or made available to the public shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to the Commission on Ethics and DBHA, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Both parties shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, the DBHA shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the Commission on Ethics to be noncompliant, the DBHA shall promptly remediate the noncompliance. Failure to comply with this subsection shall constitute a material breach of this MOU.

XI. Amendment

This MOU shall not be modified or amended except by written agreement duly executed by the parties hereto.

XII. Notice

Each party shall furnish to the other such notice, as may be required from time to time, pursuant to this MOU, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To Commission on Ethics: 300 N. Dixie Highway, Suite 450
West Palm Beach, FL 33401

To Delray Beach Housing Authority: 82 NW 5th Avenue
Delray Beach, FL 33444

XIII. Effective Date

This MOU and the rights and obligations conferred herein shall become effective upon execution by the BCC.

XIV. Point of Contact

For purposes of fulfilling the duties and responsibilities of this MOU, the points of contact will be as follows:

Commission on Ethics:
COE General Counsel
300 N. Dixie Highway, Suite 450
West Palm Beach, FL 33401
Ethics@pbc.gov
(561) 355-1915

Delray Beach Housing Authority:
Shirley Erazo, President/CEO
82 NW 5th Avenue
Delray Beach, FL 33444
serazo@dbha.org
(561) 272-6766

XV. Entirety of Agreement

This MOU represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this MOU.

ATTEST: SHANNON RAMSEY-CHESSMAN
CLERK & COMPTROLLER AD INTERIM

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

By: _____
(printed name) _____, Clerk

By: _____
Sara Baxter, Mayor

[SEAL]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
David Behar
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Christie Kelley, Executive Director
Commission on Ethics

ATTEST:
DELRAY BEACH HOUSING AUTHORITY

By: _____
Shirley Erazo, President/CEO

By: _____
, Chair