Agenda Item #: 3FF2

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 Community Redevelopment Agency (Delray CRA) 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 Delray Beach CRA 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 Delray Beach CRA in implementing the Palm Beach County Code of Ethics and establishes a schedule of fees to be paid by the Delray Beach CRA 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 Delray Beach CRA 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 10:17:07 -04'00'

Christie Kelley, Executive Director **Date**

Approved By: 10-26-26

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

10/8/26
Contract Development and Control
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 COMMUNITY REDEVELOPMENT AGENCY AND THE PALM BEACH COUNTY COMMISSION ON ETHICS

This Memorandum of Understanding (MOU) is entered into on November 10, 2026, between the Delray Beach Community Redevelopment Agency, a special district established by the City of Delray Beach as authorized by §163.370(2)(a), 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.

I. Purpose

The purpose of this MOU is to clearly identify the roles and responsibilities of the Palm Beach County Commission on Ethics ("COE") and the Delray Beach Community Redevelopment Agency ("Delray Beach CRA") 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 Delray Beach CRA submits to the jurisdiction of the COE and seeks to hire the COE to conduct investigations, hear complaints and process advisory opinions. In particular, this MOU is intended to have the COE exercise the authority, functions and powers granted by the COE Ordinance as to the Delray Beach CRA's operations.

II. Background

As a dependent special district, the Delray Beach CRA is not under the jurisdiction of the COE by statute or referendum. However, §2-258 of the COE Ordinance states as follows:

> The Commission on Ethics may 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 the county or other local or municipal government, or any commission, bureau, district or other governmental entity located in the county, pursuant to agreements or memoranda of understanding between the commission of ethics and said governmental agency.

The Delray Beach CRA and the COE have determined that it will serve the public interest to enter into this MOU in order to accomplish the foregoing goals.

III. Agreement

The COE, 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 COE to exercise any and all authority, functions and powers set forth in the COE Ordinance for the benefit of the public entity, in this case the Delray Beach CRA.

The Delray Beach CRA seeks to submit to the jurisdiction of the COE and to hire the COE to conduct investigations, hear complaints and process advisory opinions in order to promote honesty, integrity and accountability in government.

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

This MOU authorizes the COE to exercise the authority, functions and powers granted by the COE Ordinance over the operations of the Delray Beach CRA.

a. Effective Date and Term

This MOU shall be 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 days (90) written notice to the other party. Upon notice of termination by the Delray Beach CRA, any ongoing Delray Beach CRA investigations being conducted by the COE pursuant to this MOU shall continue until completed. The Delray Beach CRA 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 COE shall exercise any and all authority, functions and powers provided for in the COE Ordinance, Code of Ethics Ordinance and Lobbyist Registration Ordinance in regard to the Delray Beach CRA, including:

A) The COE 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 COE and conduct public hearings as provided by the COE 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 COE shall have the power to conduct investigations and receive full and unrestricted access to the records of the Board of Commissioners (board), staff, and any advisory board or committee of the Delray Beach CRA.

C) In the case of a refusal to obey a request for documents or for an interview, the COE 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 COE 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 COE suspects a possible violation of any state, federal or local law, or rule, regulation or policy, the COE 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 Delray Beach CRA staff member or director, the COE Executive Director or designee shall also notify the Executive Director of the Delray Beach CRA.

E) The Delray Beach CRA agrees to ensure that all board members, directors, staff, and any committee or advisory board members comply with the applicable ethics training requirements. Board members who are City Commissioners shall satisfy this requirement through the ethics training required of them in their capacity as City Commissioners. CRA staff shall participate annually in ethics training provided by COE staff, either through an in-person training or by watching the ethics training video available on the COE website. Newly hired staff and newly appointed committee or advisory board members shall complete ethics training within 90 days of hiring or appointment.

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

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

H) All records held by the COE 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 COE and its staff shall be considered "an appropriate local official" for purpose of whistleblower protection provided by §112.3188(1), Florida Statutes.

J) The COE may recommend remedial actions and may provide prevention and training services to Delray Beach CRA directors and staff. The COE may follow up to determine whether recommended remedial actions have been taken.

K) The COE shall monitor the costs of investigations undertaken.

L) The COE will provide an itemized invoice for services rendered under this MOU. The Delray Beach CRA 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, Delray Beach CRA board and advisory members, directors, and staff will in all instances cooperate fully with the COE by timely providing records requested by COE staff.

N) In any case in which the COE 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 COE, the Delray Beach CRA and/or the alleged violator.

O) The COE 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 of the code of ethics, this MOU shall include a provision for fees to be paid to the COE from the Delray Beach CRA in exchange for such benefits at a rate established by the COE. 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 Delray Beach CRA for training or advisory opinions. Regarding option B (Event option) for the avoidance of doubt, the cost of a complaint which 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 [X]

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

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 Delray Beach CRA and COE are public agencies subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. The Delray Beach CRA and COE 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 COE and Delray Beach CRA, 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 Delray Beach CRA shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COE to be noncompliant, the Delray Beach CRA 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 CRA: Renée A. Jadusingh, Executive Director
20 North Swinton 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@pbcgov.org
(561) 355-1915

Delray Beach CRA:
Renée A. Jadusingh, Executive Director
20 North Swinton Avenue
Delray Beach, FL 33483
jadusinghr@mydelraybeach.com
(561) 276-8640

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

By: _____
,Clerk

[SEAL]

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

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
David Behar, Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Christie Kelley, Executive Director
Palm Beach County Commission on Ethics

ATTEST:
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Renee Jadusingh, Esq., Executive Director

By: _____
Juli Casale, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Cassidy Heitman, Esq., Legal Advisor