

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 4, 2024 Consent Regular
 Public Hearing

Department:

Submitted By: PALM BEACH COUNTY COMMISSION ON ETHICS

Submitted For: PALM BEACH COUNTY COMMISSION ON ETHICS

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement (ILA) with the City of Westlake and Palm Beach County to engage the services of the Palm Beach County Commission on Ethics for a three (3) year term and retroactive and in effect from February 2, 2024 through February 2, 2027.

Summary: The City of Westlake (City) agreed to subject itself to the jurisdiction and authority of the Commission on Ethics and its Executive Director. This ILA identifies the roles and responsibilities of the Commission on Ethics and the City in implementing the Palm Beach County Code of Ethics. The ILA is subject to final approval of the Board of County Commissioners. District 6 (DB)

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

Attachments:

Interlocal Agreement

Recommended by: _____ 5/14/2024
 Christie Kelley, Executive Director **Date**

Approved By: _____ 5/19/24
 Todd Bonlarron, Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*	*	*		
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes _____ No

Does this item include the use of 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 opinions, inquiries, and complaints completed.**

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

ADDAL 5/10/24
 OFMB OFF 5/14
ESW 5-10-24

Brenda Macullo 5/14/24
 Contract Dev. and Control
Wrb 5/14/24

B. Legal Sufficiency:

[Signature] 5/15/24
 David Behar,
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made on _____, 2024, between the City of Westlake, a municipality located in Palm Beach County, Florida ("Public Entity"), and Palm Beach County, a political subdivision of the State of Florida ("County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Part I of 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 Commission on Ethics Ordinance (the Commission on Ethics Ordinance) permits the Commission on Ethics of Palm Beach County ("the Commission on Ethics"), 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 Commission on Ethics to exercise any and all authority, functions and powers set forth in the Commission on Ethics Ordinance and the Lobbyist Registration Ordinance for the benefit of such Public Entity.

WHEREAS, Public Entity wishes to have the Commission on Ethics exercise such authority, functions, and powers for Public Entity's benefit.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of this Agreement is to have the Commission on Ethics exercise the authority, functions and powers granted by the Commission on Ethics Ordinance as to Public Entity's operations.

Section 2. Representative/Monitoring Position

The County's representative/contract monitor during the term of this Agreement shall be Rhonda Giger, General Counsel, Palm Beach County Commission on Ethics, whose telephone number is (561) 355-1915.

The Public Entity's representative/contract monitor during the term of this Agreement shall be Public Entity's City Manager, Kenneth Cassel, whose telephone number is (954) 826-0056.

Section 3. Effective Date and Term

This Agreement shall be first executed by Public Entity and shall be retroactive and in effect as of February 2, 2024 and will remain in effect through February 2, 2027, subject to and upon approval and execution of this Agreement by the BCC. This Agreement will then be in effect for three (3) years. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice to the other party. Upon notice of termination by Public Entity, any ongoing Public Entity investigations being conducted by the Commission on Ethics pursuant to this Agreement shall continue until completed.

Section 4. Responsibilities and Duties

The Commission on Ethics shall exercise any and all authority, functions and powers provided for in the Commission on Ethics Ordinance, the Code of Ethics Ordinance, and the Lobbyist Registration Ordinance as set forth in the Palm Beach County Code of Ordinances as may be amended or revised, in regard to Public Entity's operations.

Those functions, authority and powers include, but are not limited to, the following:

- (A) The Commission on Ethics shall have the authority to: (1) review, interpret, render advisory opinions and enforce the Code of Ethics, (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 Public Entity, all elected and appointed Public Entity officials and employees, Public Entity departments, divisions, agencies and instrumentalities, contractors and other persons and entities doing business with the Public Entity and/or receiving Public Entity funds regarding any such contracts or transactions with the Public Entity.

- (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, or rule, regulation or policy, the Executive Director or designee shall notify the appropriate civil, criminal or administrative agencies. In the case of a possible violation of a rule, regulation or policy governing a Public Entity employee, the Executive Director or designee shall also notify the city manager of the Public Entity.
- (E) The Commission on Ethics shall have the power to require officials and employees to participate in ethics training on a regular basis. The administrator of the public entity shall establish by policy a mandatory training schedule for all officials and employees, which shall include mandatory periodic follow-up sessions. The commission on ethics shall develop and deliver, or contract with other entities to develop and deliver, training programs. The commission on ethics shall coordinate and cooperate with the public entity to ensure that effective and meaningful training experiences are delivered in a timely and efficient manner.
- (F) The Commission on Ethics' "hotline" will receive complaints related to Public Entity operations. The Public Entity will support and assist the Commission on Ethics in publicizing the "hotline" and encouraging the reporting of ethics 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" of the Public Entity for purposes 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 Public Entity officials, employees, and any other persons covered by this Agreement. 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. The Commission on Ethics shall cooperate with other governmental agencies to recover restitution from other entities involved in willful misconduct in regard to Public Entity funds.
- (M) As part of its obligation under this Agreement, Public Entity's staff will in all instances cooperate fully with Commission on Ethics staff regarding issues of staff and vendor training and in timely providing records requested by staff investigators.
- (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 material false allegations, the commission shall order the complaining party to pay any costs and attorney's fees incurred by the commission 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, complaints, letters of instruction/reprimand, final orders, and advisory opinions.

Section 5. Funding and Budgeting by Public Entity

Under this Agreement, all costs associated with the duties and responsibilities of the Commission on Ethics are funded by The Palm Beach County Board of County Commissioners. County funding shall include all staff services and other resources to be provided in furtherance of this Agreement. However, the County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Section 6. 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 7. 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 8. Controlling Law

This Agreement 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 Agreement will be held in Palm Beach County.

Section 9. 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 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 10. Severability

In the event any term or provision of this Agreement 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 Agreement and the remainder shall be construed to be in full force and effect.

Section 11. Notice and Point of Contact

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, by hand delivery, or by overnight delivery service to the point of contact. For purposes of fulfilling the duties and responsibilities of this Agreement, the points of contact will be as follows:

Commission on Ethics:	300 North Dixie Highway, Suite 450 West Palm Beach, FL 33401 Ethics@pbcgov.org 561-355-1915	City of Westlake:	4005 Seminole Pratt Whitney Road Westlake, FL 33470 kcassel@westlakegov.com 954-826-0056
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Section 12. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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

Commission on Ethics and Public Entity agree that no person shall, on the grounds of race, color, religion, sex, age, national origin, ancestry, marital 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. Entirety of Agreement

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

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ATTEST:
Joseph Abruzzo, Clerk & Comptroller

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

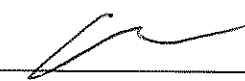
By: _____
Clerk


By: _____
Maria Sachs, Mayor

[SEAL]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

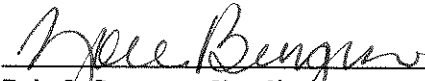
APPROVED AS TO TERMS AND CONDITIONS

By: 
David Behar
County Attorney

By: 
Christie Kelley, Executive Director
Commission on Ethics

ATTEST:

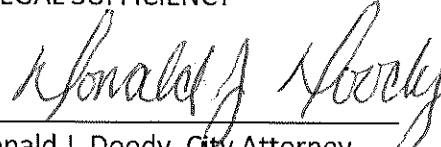
CITY OF WESTLAKE, FLORIDA, THROUGH
ITS CITY COUNCIL

By: 
Zoie P. Burgess, City Clerk

By: 
JohnPaul O'Connor, Mayor

[SEAL]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Donald J. Doody, City Attorney