

MEMORANDUM

Agenda Item No. 11(A)(16)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 6, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving
Amendment No. 5 to the
Interlocal Agreement between
the School Board of Miami-Dade
County, Florida, and Miami-
Dade County, Florida, for the
provision of Inspector General
services through the Office of the
Miami-Dade County Inspector
General; and authorizing the
County Mayor to execute
Amendment No. 5 to the
Interlocal Agreement

Resolution No. R-962-22

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.


Geri Bonzon-Keenan
County Attorney

GBK/jp



MEMORANDUM (Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 6, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(16)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(16)
10-6-22

RESOLUTION NO. _____ R-962-22

RESOLUTION APPROVING AMENDMENT NO. 5 TO THE INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND MIAMI-DADE COUNTY, FLORIDA, FOR THE PROVISION OF INSPECTOR GENERAL SERVICES THROUGH THE OFFICE OF THE MIAMI-DADE COUNTY INSPECTOR GENERAL; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENT NO. 5 TO THE INTERLOCAL AGREEMENT

WHEREAS, the School Board of Miami-Dade County (the "School Board") previously requested the services of the Miami-Dade County Office of Inspector General (the "Inspector General") to function as the School Board's Office of the Inspector General through an interlocal agreement between the School Board and Miami-Dade County; and

WHEREAS, an Interlocal Agreement, attached hereto as Attachment A, was approved by this Board on December 18, 2007 for an initial three-year term; and

WHEREAS, the Interlocal Agreement provides that it may be renewed upon agreement of both parties; and

WHEREAS, over the years, this Board has approved a series of Amendments to extend the Interlocal Agreement beyond its initial three-year term; and

WHEREAS, Amendment No. 1 to the Interlocal Agreement extended the agreement for an additional three-year term until December 18, 2013; and

WHEREAS, Amendment No. 2 to the Interlocal Agreement extended the agreement for an additional three-year term until December 18, 2016; and

WHEREAS, Amendment No. 3 to the Interlocal Agreement extended the agreement for an additional three-year term until December 18, 2019; and

WHEREAS, Amendment No. 4 to the Interlocal Agreement extended the agreement for an additional three-year term until December 18, 2022; and

WHEREAS, pursuant to the Interlocal Agreement, the Inspector General has been providing inspector general services to the School Board since January 2008; and

WHEREAS, the School Board has fully funded those services at no cost to Miami-Dade County; and

WHEREAS, the School Board desires to extend the term of the Interlocal Agreement for an additional three-year period so that the Inspector General may continue to provide services; and

WHEREAS, this Board recognizes that both bodies share a mutual interest in serving the residents of Miami-Dade County by preventing fraud, waste, financial mismanagement, and other abuses that impact the level of service provided to the community; and

WHEREAS, the Inspector General is nationally recognized and accredited by the Commission for Florida Law Enforcement Accreditation, and is able to fulfill the function of independent oversight for both the School Board and Miami-Dade County; and

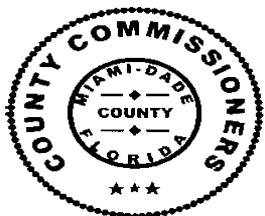
WHEREAS, accordingly, this Board wishes to extend the Interlocal Agreement so that the Inspector General may continue to provide services to the School Board,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Amendment No. 5 to the Interlocal Agreement between the School Board of Miami-Dade County, Florida, and Miami-Dade County in substantially the form attached hereto as Attachment B and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute Amendment No. 5 to the Interlocal Agreement.

The Prime Sponsor of the foregoing resolution is Chairman Jose “Pepe” Diaz. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Keon Hardemon** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	absent		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Kionne L. McGhee	aye
Jean Monestime	aye	Raquel A. Regalado	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in blue ink, appearing to read "James", written over a horizontal line.

James Eddie Kirtley

ATTACHMENT "A"

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 11 (a)(8)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

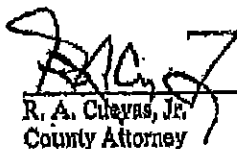
DATE: December 18, 2007

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving
execution of Interlocal
Agreement between the
School Board of Miami-
Dade County and Miami-
Dade County relating to
Inspector General services

R-1387-07

The accompanying resolution was prepared and placed on the agenda at the request of
Chairman Bruno A. Barreiro.


R. A. Cuevas, Jr.
County Attorney

RAC/bw

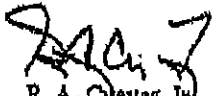


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreto
and Members, Board of County Commissioners

DATE: December 18, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 11(A)(8)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if passed
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

2

Approved _____ Mayor

Agenda Item No. 11 (A) (B)

Veto _____

12-18-07

Override _____

RESOLUTION NO. R-1387-07

**RESOLUTION APPROVING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN THE SCHOOL
BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND
MIAMI-DADE COUNTY, FLORIDA, FOR THE PROVISION
OF INSPECTOR GENERAL SERVICES THROUGH THE
OFFICE OF THE MIAMI-DADE COUNTY INSPECTOR
GENERAL**

WHEREAS, the School Board of Miami-Dade County has requested this Board's assistance in the hiring of an inspector general so that it may better serve the citizens of Miami-Dade County; and

WHEREAS, Miami-Dade County has an established Office of Inspector General that has been nationally recognized for effectively and independently fulfilling its duties and employing staff with the ability, knowledge and experience to conduct investigations and audits into government waste, fraud, or mismanagement; and

WHEREAS, the School Board of Miami-Dade County has requested that the Office of Inspector General of Miami-Dade County function through an interlocal agreement as the Inspector General for the School Board; and

WHEREAS, the School Board of Miami-Dade County has agreed to fully fund any activities undertaken by the Office of the Inspector General on the School Board's behalf at no cost to Miami-Dade County; and

WHEREAS, this Board recognizes that both bodies share a mutual interest in serving the residents of Miami-Dade County by preventing fraud, waste, financial mismanagement and other abuses that impact the level of service provided to the community,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal agreement between the School Board of Miami-Dade County, Florida, and Miami-Dade County, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or his designee to execute such Interlocal agreement.

The foregoing resolution was sponsored by Chairman Bruno A. Barreto and offered by Commissioner Audrey M. Edmonson, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

Bruno A. Barreto, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Papa" Diaz	aye	Andrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorlin D. Rolle	aye	Natacha Soljas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of December, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK



By: Kay Sullivan
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GKS

Gerald K. Sanchez



Miami-Dade County Public Schools

giving our students the world

Agustín J. Barrera
Chair

Miami-Dade County School Board
Agustín J. Barrera, Chair
Dr. Merlin Kamp, Vice Chair
Ranier Díaz de la Portilla
Evelyn Langley Greer
Patsy Tabares Hanuman
Dr. Robert B. Ingram
Ana Rivas Logan
Dr. María Pérez
Dr. Solomon C. Silson

November 1, 2007

The Honorable Bruno A. Barreiro, Chair
Board of County Commissioners
111 Northwest 1st Street, Suite 220
Miami, Florida 33128

Superintendent of Schools
Rudolph R. Crew, Ed.D.

Re: Interlocal Agreement with Miami-Dade County for Inspector General Services

Dear Chairman Barreiro:

I would like to thank you again for the opportunity to meet with you to discuss the Interlocal Agreement with Miami Dade County for Inspector General services for our school district.

As you may be aware, the school district has for some time now been attempting to perfect its model for an Internal Inspector General's Office. In attempting to reach this goal, the Board decided that a practical solution would be to use the services of an established Inspector General's Office, such as Miami-Dade County's. As a result of numerous deliberations by the Board, an Interlocal Agreement was drafted and negotiated with the County's Inspector General's office, and approved by the County's Attorney's Office.

I'm pleased to inform you that, at its regular meeting on October 17, 2007, the School Board approved the proposed Interlocal Agreement. I'm enclosing a copy of the executed Interlocal Agreement with the request that you present this for the Commissioner's consideration and approval. I know this undertaking will be a success and a benefit to both the School Board and the County, and I thank you and the Commission in advance, for its assistance in this unique cooperative endeavor.

Very truly yours,

Agustín J. Barrera, Chair
School Board of Miami-Dade County

Attachment

School Board Administration Building • 1450 N.E. 2nd Avenue, Room 700 • Miami, Florida 33132
305-995-1334 • FAX 305-995-4151 • www.abarrera@miamidadepublicschools.net

INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND MIAMI-DADE COUNTY, FLORIDA, FOR THE PROVISION OF INSPECTOR GENERAL SERVICES THROUGH THE OFFICE OF THE MIAMI-DADE COUNTY INSPECTOR GENERAL

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement" or "Agreement" or "ILA") is entered into as of the ____ day of _____, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a public body corporate and politic and governing body of The School District of Miami-Dade Florida, a political subdivision of the State, existing under the laws of the State of Florida, its successors and assigns (hereinafter referred to as the "School Board"), and MIAMI-DADE COUNTY, a political subdivision of the State, its successors and assigns (hereinafter referred to as the "County"). The School Board and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties")

RECITALS

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes public agencies to enter into interlocal agreements for mutual benefit; and

WHEREAS, the home rule powers under Section 1001.32(2), Florida Statutes, authorizes the School Board to exercise any power except as expressly prohibited by the State Constitution or general law; and

WHEREAS, the School Board seeks to hire an Inspector General that would be responsible, on behalf of the School Board, for conducting independent audits and investigations into school district practices and operations in order to prevent and detect fraud, waste, financial mismanagement, or other abuses, and promote accountability, integrity, economy, and efficiency in government; and

WHEREAS, School Board Rule 6GX13-8A-1.08 expressly authorizes the School Board, as an alternative method to selecting and employing an Inspector General, to contract through an interlocal agreement with the County for Inspector general services to fulfill the role of the Inspector General for the School Board; and

WHEREAS, the County already has an established Office of the Inspector General that has been nationally recognized for independently and effectively conducting Inspector general activities; and

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

WHEREAS, the County and the School Board recognize that, given the knowledge, experience, and ability of the staff of the Office of the Miami-Dade County Inspector General in conducting investigations into government waste, fraud, or mismanagement, the Office of the Miami-Dade County Inspector General is in the best position to expeditiously fulfill the services of Inspector General for the School Board; and

WHEREAS, the School Board and the County have determined that it will serve the public interest to enter into this Interlocal Agreement in order to accomplish all of the foregoing goals,

NOW THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein by reference.

Section 2. Purpose. The purpose of this Interlocal Agreement (ILA) is to arrange for the services of an Inspector General and the provision of inspector general services to the School Board by the Miami-Dade County Office of the Inspector General (County OIG).

Section 3. Responsibilities, Functions, Authority, and Jurisdiction of the Inspector General:

- a. The Miami-Dade County Inspector General shall act as head of the School Board's Office of Inspector General (hereinafter "SB OIG") and serve as the Inspector General for the School Board during the term of this ILA. The organization and administration of the SB OIG shall be sufficiently independent to assure that no interference or influence external to the SB OIG adversely affects the independence and objectivity of the Inspector General. The term "Inspector General" when standing alone hereinafter shall refer to the Inspector General for the School Board whose role is being fulfilled by the County's Inspector General pursuant to the terms of this ILA.
- b. The SB OIG shall have the authority to make investigations of School Board affairs and the power to review past, present and proposed School Board programs, accounts, records, contracts and transactions.
- c. The SB OIG shall have the power to require reports and the production of records from the Superintendent, School Board members, School District departments and allied organizations, and District officers and employees, regarding any matter within the jurisdiction of the Inspector General.

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

- d. The OIG shall have the power to report and/or recommend to the School Board and/or the Superintendent whether a particular project, program, contract, or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Any review of a proposed project or program shall be performed in such a manner as to assist the School Board or Superintendent in determining whether the project or program is the most feasible solution to a particular need or problem. Monitoring of an existing project or program may include reporting whether the project is on time, within budget, and in conformity with plans, specifications and applicable law.
- e. The OIG shall have the power to analyze the need for, and the reasonableness of, proposed change orders. The Inspector General shall also be authorized to conduct any reviews, audits, inspections, investigations or analyses relating to departments, offices, committees, activities, programs and agencies of the School Board.
- f. The Inspector General may, on a random basis, perform audits, inspections and reviews of all School Board contracts. All prospective bidders, proposers, vendors and contractors doing business with the School Board will be informed of the authority of the SB OIG to conduct such random audits, inspections, and reviews and language to this effect, including but not limited to the authority of the SB OIG to access contractor records and the obligation of the contractor to make those records available upon request, shall be incorporated into every bid, proposal, contract and purchase order issued by the School Board after the effective date of this ILA.
- g. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, School Board staff, and elected officials, in order to ensure compliance with contract specifications and detect corruption and fraud.
- h. Pursuant to § 112.3187(6), Fla. Stat., the OIG shall be the designee of the District's chief executive officer for purposes of receiving Whistle-blower's Act disclosures under § 112.3187(7) and investigating in accordance with §§ 112.3187-31895, Fla. Stat.
- i. Notwithstanding section (h) above, the Inspector General shall have the power to review and investigate any citizen's complaints regarding School Board projects, programs, contracts or transactions.

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

- j. The Inspector General may exercise any of the responsibilities, functions and authorities contained in this ILA upon his or her own initiative.
- k. The Inspector General shall be notified in writing prior to any meeting of a selection or negotiation committee where any matter relating to the procurement of goods or services by the School Board is to be discussed. The notice required by this section shall be given to the Inspector General as soon as possible after a meeting has been scheduled, but in no event later than twenty-four hours prior to the scheduled meeting; said notice may be provided via electronic mail. The Inspector General may, at his or her discretion, attend all duly noticed School District meetings relating to the procurement of goods or services as provided herein, and may pose questions and raise concerns consistent with the functions, authority and powers of the Inspector General. An audio tape recorder shall be utilized to record all selection and negotiation committee meetings.
- l. Under § 1002.22(3), Fla. Stat., student records are highly confidential and may be disclosed only as allowed by § 1002.22(3)(d), Fla. Stat., and State Board of Education Rule 6A-1.0936, F.A.C. The Inspector General will observe these restrictions when preparing reports, as well as observing all other applicable confidentiality requirements under state and federal law.

Section 4. Coordination of activities with internal and external agencies

- a. The School Board, Superintendent, Chief Auditor, Office of Civil Rights Compliance, Civilian Investigative Unit, Office of Professional Standards and Miami-Dade Schools Police will cooperate with the Inspector General and SB OIG to achieve the goals of preventing and detecting fraud, waste, financial mismanagement, or other abuses, and promoting accountability, integrity, economy, and efficiency in government. Although the SB OIG does not, whenever possible, intend to duplicate the work of the aforementioned entities, its audits, investigations, inspections and reviews may from time to time address the same or similar issues or activities being reviewed by the aforementioned entities. In such cases, and in every case, SB OIG audits, investigations, inspections and reviews will be conducted separately and independently from the aforementioned activities, and upon conclusion, the SB OIG, where appropriate, shall refer the disposition or finalization of an audit, investigation, inspection or review to the appropriate school board entity for any additional action. The Inspector General, District Superintendents and directors of the aforementioned departments may, through subsequent mutual written agreement(s), agree upon operating procedures to ensure that the aforementioned goals are achieved.
- b. The Inspector General shall not interfere with any ongoing criminal investigation of the State Attorney or the U.S. Attorney for the Southern District of Florida where the State Attorney or the U.S. Attorney for the Southern District of Florida

Intergovernmental Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

has explicitly notified the Inspector General in writing that the Inspector General's investigation is interfering, or would interfere, with an ongoing criminal investigation.

- c. Where the Inspector General detects corruption or fraud, he shall notify the appropriate law enforcement agency(ies). Subsequent to notifying the appropriate law enforcement agency, the Inspector General may assist the law enforcement agency in conducting the investigation.
- d. OIG personnel will make every reasonable effort to minimize any disruption or interference with work activities being performed in the school system. Except where investigative requirements dictate otherwise, advance notice should be given of a need for the IG or other OIG staff to access areas not routinely accessed by the Board, employees, contractors, or subcontractors of a school; visits to school sites should be coordinated with the principal and School Police; and any access to students (e.g. interviews or requests for statements) must be consistent with the District's procedures for investigations and the rights of parents and guardians. OIG personnel, who in the course of their employment will have direct contact with students or access to school grounds while students are present, must comply with the requirements of the Jensen-Lunsford Act, § 1012.465, Fla. Stat. (2007), and any amendments thereto.

Section 5. Physical Facilities and Staff of the SB OIG:

- a. The School Board and District shall provide the SB OIG with appropriately located office space and sufficient physical equipment facilities together with necessary office supplies, equipment, and furnishings to enable the SB OIG to perform its functions.
- b. The Inspector General may make available staff members of the County's OIG to provide administrative, legal, investigative, audit and inspectional services. The provision of these services will be reimbursed by the School Board pursuant to Section 7 of this agreement. County personnel providing services pursuant to this agreement, including the Inspector General, shall remain at all times employees of the County.
- c. The District Superintendent will make available personnel, resources and accommodations to the Inspector General in order to staff the SB OIG. Funding for personnel, resources and accommodations provided by the District shall be included in the annual allocation by the School Board for the SB OIG as provided in Section 7 of this agreement. The identification, duration, and terms of detachment of District personnel pursuant to this section will be made by subsequent mutual written agreement(s) between the Inspector General and the Superintendent, which will be in conformance with the requirements of § 112.24,

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

Fla. Stat. During the term of this ILA, the School Board hereby delegates to the Superintendent the authority to enter into said personnel detachment agreements. These individuals shall report directly to the Inspector General or his designee during the period of the detachment. District personnel detached to the SB OIG shall remain at all times employees of the School District and such detachment will in no way adversely affect the individual's employment rights and privileges, nor shall an employee's return to his or her previous position be adversely affected after a period of detachment to the SB OIG. At the conclusion of their detachment, placement and assignment of school district employees will be governed under the terms of their respective collective bargaining agreements.

- d. The Inspector General shall, subject to the budgetary allocation by the School Board, have the authority to retain and coordinate the services of Independent Private Sector Inspectors General (IPSIG) or other professional services, as required, when in the Inspector General's discretion he or she concludes that such services are need to perform the duties and functions enumerated in this ILA.
- e. The Inspector General shall have the power to establish personnel and operating procedures as deemed necessary for the efficient and effective administration and performance of this ILA.

Section 6. Reports and Recommendations by the OIG:

- a. Notwithstanding any other provision of this ILA, whenever the Inspector General drafts a report or recommendation which contains findings as to the person or entity being reported on or who is the subject of the recommendation, the Inspector General shall provide the affected person or entity a copy of the report or recommendation and such person shall have 10 working days to submit a written explanation or rebuttal of the findings before the report or recommendation is finalized, and such timely submitted written explanation or rebuttal shall be attached to the finalized report or recommendation. The requirements of this section shall not apply when the Inspector General, in conjunction with the State Attorney, or other prosecuting authority, determines that supplying the affected person or entity with such report will jeopardize a pending criminal investigation.
- b. The Inspector General shall annually prepare and submit to the School Board a written report concerning the work and activities of the SB OIG as it relates to the duties outlined in this ILA including, but not limited to, statistical information regarding the disposition of closed investigations, audits, and other reviews.

Section 7. Budgetary Allocation by the School Board. It is agreed by the Parties that the operations and services to be provided by the SB OIG to the School Board shall be adequately funded at no cost to the County.

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

- a. **Initial Allocation.** The School Board agrees that it will allocate \$75,000 (allotted from a fund that has been budgeted for purposes reasonably related to OIG services) as an initial amount of funds to the SB OIG, and place such funds in an account to be drawn by the SB OIG as needed, until an annual budget is agreed upon by the School Board and the Inspector General. The SB OIG will provide the School Board with an invoice, accounting or other report of any monies drawn from the initial \$75,000 allocation.
- b. **SB OIG Budget.** The Inspector General will, within 90 days after the ILA becomes effective, present to the School Board, through a recommendation from the Superintendent, a proposed annual budget for the SB OIG and a method for its implementation. This proposed budget shall be inclusive of the resources to be provided by the County OIG through its professional staff and any operating expenditures made directly by the County OIG in the furtherance of or pursuant to this ILA. Additionally, the annual budget shall contain funds to accommodate the resources to be provided for the operation of the SB OIG as identified in Section 5(a) and 5(c) herein, and sufficient funds for the general operation of the SB OIG. Once the SB OIG and the School Board are in agreement, the School Board shall adequately fund the costs of the services and operations for not less than the first year of this ILA. Thereafter, annual budgets shall be proposed in accordance with the guidelines set forth in this Section.
- c. **Compensation for County OIG services.** Compensation for direct County OIG services shall be paid by the School Board within 30 days upon presentation of an invoice from the County OIG, which shall be submitted quarterly. Copies of receipts or other appropriate supporting documentation will be presented with the invoice seeking payment. Compensation for professional services rendered by County OIG personnel shall include the individual's direct hourly salary, County payroll fringe and other benefits, and applicable County OIG office overhead.
- d. Should the parties hereto be unable to agree upon a budget in the manner prescribed in this section, this ILA shall be void ab initio, and any unexpended and unencumbered funds included in the initial funding allocation provided by the School Board, shall be returned to the School Board.

Section 8. Termination of ILA. This ILA may be terminated for any reason, including convenience, by either party by thirty (30) days' written notice to the other party.

Section 9. Term and Effective Date of ILA. This ILA shall take effect upon final execution of the ILA by both the School Board and the County, for a term of three (3) years from the date it takes effect. This three (3) year term may be renewed for an

additional term, the length of which must be determined and agreed upon by both parties to the ILA.

Section 10. Indemnification and Legal Representation of the County, OIG and OIG Staff:

The School Board agrees to indemnify and hold harmless the County and its officers, employees, agents and instrumentalities including, but not limited to, the Inspector General, any member of the County OIG, and any District personnel detached or assigned to the SB OIG for any civil actions, complaints, claims, or lawsuits that may be served on them resulting from the performance of this ILA, subject to the provisions of § 768.28, Fla. Stat. The School Board agrees to pay the legal fees and expenses resulting from the defense of such actions in accordance with § 1012.26, Fla. Stat. Notwithstanding any provisions of State law or School Board Rules, the School Board agrees that the County and its officers, employees, agents and instrumentalities including, but not limited to, Inspector General, any members of the County OIG and any District personnel detached or assigned to the SB OIG, at their sole discretion, may use or retain the services of in-house, County, outside and/or private legal counsel of their choice, in the defense of such actions, and that such services shall be paid for by the School Board, to the extent consistent with § 768.28, Fla. Stat., as interpreted by case law and pertinent Attorney General's opinions.

Section 11. Miscellaneous.

- a. Notices. All notices, requests, consents, and other communications under this ILA shall be made in writing and shall be personally delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

If to the School Board:

Dr. Rudolph F. Crew, Superintendent
Miami-Dade County Public Schools
1450 NE 2nd Avenue
Miami, FL 33132
Phone: 305-995-1430
Fax: 305-995-1488

With a Copy to:

Julie Ann Rico, Esquire
School Board Attorney
The School Board of Miami-Dade County
1450 NE 2nd Avenue
Miami, FL 33132
Phone: 305-995-1304
Fax: 305-995-1412

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

If to the County:

Christopher R. Mezzella, Inspector General
Miami-Dade County OIG
19 W. Flagler Street, Suite 220
Miami, FL 33130
Phone: 305-375-1946
Fax: 305-579-2656

With a Copy to:

Robert A. Cuevas Jr., County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2800
Miami, FL 33128
Phone: 305-375-5151
Fax: 305-375-5634

Except as otherwise provided in this ILA, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at place of delivery) or on non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the School Board and counsel for the County may deliver Notice on behalf of the School Board and the County, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties.

- b. **Enforcement of Agreement:** In the event that the County, including the County OIG and the Inspector General, is required to prosecute or defend any action by court proceeding or otherwise relating to this ILA, the School Board shall be responsible for the fees and costs of the County's attorneys to the extent permitted by law.
- c. **Entire Agreement:** This instrument incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein. The Parties also acknowledge that certain operating procedures and protocols, relating to the assignment of staff and coordination of activities among certain School Board departments, will be stated and agreed to by the Inspector General and the District Superintendent through subsequent, separate written agreements, as provided for in Sections 4(a), 5(c) and 5(e).

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

- d. **Amendments.** Amendments and Addenda to and waivers of the provisions contained in this Interlocal Agreement may be made only by an instrument in writing which is executed by both Parties.
- e. **Joint Preparation.** This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction. Both Parties participated fully in the preparation of this Interlocal Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party.
- f. **Assignment.** This Interlocal Agreement may not be assigned, in whole or in part, by any Party without the prior written consent of the other Party.
- g. **No Third Party Beneficiaries.** This Interlocal Agreement is solely for the benefit of the School Board and the County and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this Interlocal Agreement. Nothing in this Interlocal Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the School Board and the County any right, remedy, or claim under or by reason of this Interlocal Agreement or any of the provisions or conditions of this Interlocal Agreement; and all of the provisions, representations, covenants, and conditions contained in this Interlocal Agreement shall inure to the sole benefit of and shall be binding upon the School Board and the County, and their respective representatives, successors, and assigns.
- h. **Severability.** The invalidity or unenforceability of any one or more provisions of this Interlocal Agreement shall not affect the validity or enforceability of the remaining portions of this Interlocal Agreement or any part of this Interlocal Agreement that is not held to be invalid or unenforceable.
- i. **Governance and Venue.** This Interlocal Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in Miami-Dade County, Florida. Disputes arising from this agreement are subject to and must adhere to the provisions of Chapter 154 of the Florida Statutes, the "Florida Governmental Conflict Resolution Act."
- j. **Joint Defense.** In the event that the validity of this Agreement is challenged by a third party or parties unrelated to the Parties through legal proceedings or otherwise, the Parties hereto agree to cooperate with each other in defense of this Agreement, with the School Board to bear attorneys' fees and costs associated with such defense.

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

- k. Time of the Essence. The parties acknowledge that time is of the essence in the performance of all obligations required hereunder and all "days" referenced herein shall be deemed "business days" unless otherwise specifically set forth.
- l. Authorization. The execution of this Interlocal Agreement has been duly authorized by the School Board and the County. The School Board and the County have complied with all the requirements of law in connection with the execution and delivery of this Interlocal Agreement and the performance of their respective obligations hereunder. The School Board and the County have full power and authority to comply with the terms and provisions of this instrument.
- m. Headings for Convenience Only. The descriptive headings in this Interlocal Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Interlocal Agreement.
- n. Counterparts. This Interlocal Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[EXECUTION PAGES FOLLOW]

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

Page 11 of 12

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed in their names by their duly authorized officers and the corporate seals to be affixed all as of the day and year first above written.

WITNESSETH we have set our hands and seals hereto on this 07th of DEC, 2007.

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

By: [Signature]

Name: Rudolph E. Crew

Title: Superintendent

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

By: [Signature]

Name: Agustin Barrera

Title: Chair

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]

Name: Julie Ann Baco

Title: Board Attorney

MIAMI-DADE COUNTY, FLORIDA

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]

Name: Carlos Alvarez

Title: County Mayor/County Manager

By: [Signature]

Name: Gerald Sanchez

Title: County Attorney



[Signature]
Deputy Clerk

Assistant

Interlocal Agreement Between the School Board of Miami-Dade County and Miami-Dade County
for Inspector General Services

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SS:

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County Florida and Ex-Officio Clerk of the Board of County Commissioners of said County, Do Hereby Certify that the above and foregoing is a true and correct copy of Resolution No. R-1387-07, adopted by said Board of County Commissioners at its meeting held on December 18, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 2nd day of January, A.D. 2008.



HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County Florida

By: [Signature] [Signature]
Deputy Clerk

Board of County Commissioners
Miami-Dade County, Florida

Attachment B

Miami-Dade County Public Schools

School Board Administration Building • 1450 N.E. 2nd Avenue • Suite 700 • Miami, Florida 33132

Perla Tabares Hantman
Chairman

Telephone: 305.995.1334
Fax: 305.995.2754

August 11, 2022

The Honorable Jose "Pepe" Diaz, Chairman
Commissioner, District 12
Stephen P. Clark Center
111 N.W. 1st. Street, Suite 220
Miami, Fl. 33128

Dear Chairman Diaz:

Attached please find five (5) copies of the Amendment No.5 to the Interlocal Agreement between The School Board of Miami-Dade County, Florida, and Miami-Dade County, Florida, for the provision of Inspector General Services through the Miami-Dade County Office of the Inspector General, approved by the School Board on July 20, 2022. By way of this communication, I am requesting your assistance in obtaining appropriate Board of County Commission approvals and signatures on all copies and return two (2) fully executed copies to me for appropriate handling.

Should you have questions or concerns, please contact Mr. Walter Harvey, School Board Attorney and General Counsel at 305-995-1304.

Sincerely,



Perla Tabares Hantman, Chairman
The School Board of Miami-Dade County, Florida

PTH:dp
L-06

cc: Dr, Jose L. Dotres, Superintendent of Schools
Mr. Walter Harvey, School Board Attorney and General Counsel
Mr. Felix Jimenez, Inspector General
Mr. Geri Bonzon-Keenan, Assistant County Attorney



AMENDMENT NO. 5

to

INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND MIAMI-DADE COUNTY, FLORIDA, FOR THE PROVISION OF INSPECTOR GENERAL SERVICES THROUGH THE OFFICE OF THE MIAMI-DADE COUNTY INSPECTOR GENERAL

WHEREAS, the current Interlocal Agreement (ILA) between The School Board of Miami-Dade County, Florida (School Board) and Miami-Dade County, Florida (County), for the provision of Inspector General Services through the Office of the Miami-Dade County Inspector General (OIG), was initially executed in 2007;

WHEREAS, the parties executed Amendment No. 4 in 2019 extending the ILA for a three year term to expire on December 18, 2022;

WHEREAS, the ILA provides for renewal of the term; and

WHEREAS, the intent of this Amendment No. 5 is to renew the term of the ILA for an additional three-year period to expire on December 18, 2025.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants herein, the Parties agree that the terms, conditions, and provisions of the ILA are amended, as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Section 9, (Term and Effective Date of ILA) is further amended to read as follows:

This ILA shall take effect upon final execution of the ILA by both the School Board and the County, and, unless renewed, shall terminate on December 18, ~~2022~~ 2025. The term may be renewed for an additional term, the length of which must be determined and agreed upon by both Parties to the ILA.

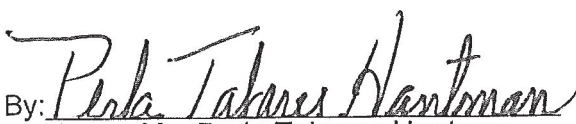
3. As to other terms and conditions, the ILA remains unchanged.

IN WITNESS THEREOF, the Parties agree to incorporate the above modification into the Interlocal Agreement and have caused this Amendment No. 5 to be executed in their names by their duly authorized officers and the corporate seals to be affixed, all as of the _____ day of _____, 2022.

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: 
Name: Dr. Jose L. Dotres
Title: Superintendent

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: 
Name: Ms. Perla Tabares Hantman
Title: Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: 
Name: Mr. Walter J. Harvey
Title: School Board Attorney

MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: Ms. Daniella Levine Cava
Title: Mayor

ATTEST;

Name: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Name: Geri Bonzon-Keenan
Title: County Attorney

AMENDMENT NO. 5

to

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COUNTY, FLORIDA

By: 
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Title: Superintendent

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: 
Name: Ms. Perla Tabares Hantman
Title: Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: 
Name: Mr. Walter J. Harvey
Title: School Board Attorney

MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: Ms. Daniella Levine Cava
Title: Mayor

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Name: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Name: Geri Bonzon-Keenan
Title: County Attorney

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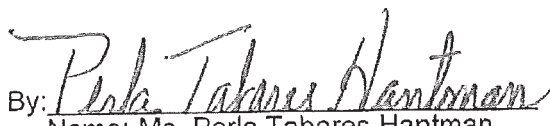
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THE SCHOOL BOARD OF MIAMI-DADE
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By: 
Name: Ms. Perla Tabares Hantman
Title: Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

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Name: Mr. Walter J. Harvey
Title: School Board Attorney

MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: Ms. Daniella Levine Cava
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AMENDMENT NO. 5

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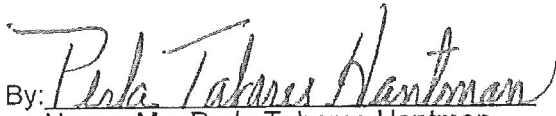
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Name: Dr. Jose L. Dotres
Title: Superintendent

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: 
Name: Ms. Perla Tabares Hantman
Title: Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: 
Name: Mr. Walter J. Harvey
Title: School Board Attorney

MIAMI-DADE COUNTY, FLORIDA

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Title: County Attorney

AMENDMENT NO. 5

to

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BOARD OF MIAMI-DADE COUNTY, FLORIDA AND MIAMI-
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THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: 
Name: Dr. Jose L. Dotres
Title: Superintendent

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: 
Name: Ms. Perla Tabares Hantman
Title: Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: 
Name: Mr. Walter J. Harvey
Title: School Board Attorney

MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: Ms. Daniella Levine Cava
Title: Mayor

ATTEST;

Name: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Name: Geri Bonzon-Keenan
Title: County Attorney

Ms. Perla Tabares Hantman, Chairman

Co-Sponsors:	Dr. Steve Gallon III, Vice Chair	}	A D D E D
	Ms. Lucia Baez-Geller		
	Dr. Dorothy Bendross-Mindingall		
	Ms. Christi Fraga		
	Dr. Marta Perez		
	Ms. Maria Teresa Rojas		
	Ms. Luisa Santos		

SUBJECT: MATTERS RELATED TO THE POSITION OF THE SCHOOL BOARD ATTORNEY

COMMITTEE: PERSONNEL, STUDENT, SCHOOL, & COMMUNITY SUPPORT

LINK TO STRATEGIC PLAN: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

At the regular School Board Meeting of August 5, 2009, the School Board of Miami-Dade County, Florida, adopted agenda item H-2, approving the School Board Attorney's employment agreement, and officially employing Mr. Walter J. Harvey as its School Board Attorney, in accordance with the terms and conditions of his contract as approved therein. Since then, Mr. Harvey has served the School Board and the District with exceptional competence, utmost dedication, and authentic professionalism. Mr. Harvey's legal responsibilities have been multivariate, and in many respects, have expanded throughout the years. With the support of the Board, Mr. Harvey has hired, retained and managed highly competent attorneys, staff and outside counsel to provide a wide and expanded variety of legal services for the District, including such services as real estate development and commercial transactions, school construction, policy analysis, drafting and promulgation, academics and curriculum, student rights, charter schools, labor and employment, television, radio and broadband licensing and related services, general liability, tort, commercial litigation, legislation, workers' compensation, contract review and drafting, corporate governance and ethics, and Board and District-wide staff trainings.

For more than a decade, Mr. Harvey's knowledgeable counsel as School Board Attorney has proven crucial to the fulfilment of the duties and responsibilities of the School Board, particularly during challenging and uncertain times. Notwithstanding his excellent service to the Board, including achieving unprecedented savings to the District as steward of the legal department, the terms and conditions of Mr. Harvey's employment agreement with the School Board have remained unchanged since his hiring in 2009.

Revised
H-2

This agenda item seeks to authorize the Chair of the School Board to negotiate and execute an amendment to the School Board Attorney's employment agreement, providing for a compensation adjustment(which may include compensation in the form of non-salary benefits), that considers reasonable market value for a government attorney in Miami-Dade County with similar duties and responsibilities of those of the School Board Attorney and revising the title of School Board Attorney to include General Counsel for the School Board, which more accurately encompasses and reflects the broad variety of both new and existing duties and responsibilities currently performed by Mr. Harvey.

This Agenda Item has been reviewed and approved by the School Board Attorney's Office as to form and legal sufficiency.

**ACTION PROPOSED BY CHAIRMAN
MS. PERLA TABARES HANTMAN:**

That The School Board of Miami-Dade County, Florida, to:

1. Authorize the Chair to negotiate and execute an amendment to the School Board Attorney's employment agreement, providing for a compensation adjustment, that considers reasonable market value for a government attorney in Miami-Dade County with similar duties and responsibilities of those of the School Board Attorney;
2. revise the title of School Board Attorney to include the General Counsel for the School Board, and
3. update the School Board Attorney's Employment Agreement, relevant Board Policies and procedures to reflect the title revisions for this position