

Dr. Solomon C. Stinson, Chair

**SUBJECT: APPOINTMENT AND ASSIGNMENT OF IO SALARY
SCHEDULE PERSONNEL FOR CANDIDATES NEW TO THE
SCHOOL DISTRICT**

COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY

**LINK TO STRATEGIC
FRAMEWORK: SCHOOL/DISTRICT LEADERSHIP**

On October 17, 2007, the School Board approved entering into an Inter-Local Agreement (“ILA”) with Miami-Dade County for the purpose of securing the services of the County’s Inspector General. Subsequently, on December 18, 2007, the Board of County Commissioners of Miami-Dade County approved the final execution of the Inter-Local with the School Board thus authorizing the Inspector General, Mr. Christopher Mazzella, to commence performance of the terms of the Inter-Local Agreement with the School Board.

Pursuant to the terms of the ILA and in accordance with the Board’s approval of Board Item H-2 (Approval of Job Descriptions for the Office of the Inspector General) at School Board Meeting of October 15, 2008, the Inspector General was authorized to submit personnel recommendations to fill approved open positions. Funding for this position was approved by the Board as part of the FY2009-2010 Office of the Inspector General Budget on June 17, 2009. Accordingly, the following employment recommendation is being submitted by the Inspector General for approval by the Board.

Mr. Samuel Bejar, is recommended for appointment to the open budgeted position of OIG Special Agent, IO salary schedule, Office of Inspector General. Mr. Bejar received a Bachelor of Science in Criminology from Florida State University, Tallahassee, Florida. Mr. Bejar’s work history from 1981 through the present with the Miami Beach Police Department includes: Supervisor, South Florida Money Laundering Strike Force; Supervisor, Organized Crime, Intelligence & Counterterrorism Unit; Chief Technology Officer, Technical Services Division; Supervisor, Financial Crimes Regional Enforcement Strike Team; Manager, Technical Surveillance Operations, Vice and Narcotics Unit; Investigator, Criminal Investigation Division; Reserve Police Officer, Patrol Division. A copy of Mr. Bejar’s resume is being submitted to the Board along with this item.

H-2

ACTION PROPOSED BY

DR. SOLOMON C. STINSON: That pursuant to the Inter-Local Agreement, The School Board of Miami-Dade County, Florida, appoint effective February 11, 2010, or as soon thereafter as can be facilitated, **Mr. Samuel Bejar**, to the open budgeted position of OIG Special Agent, IO Salary Schedule, Office of Inspector General.

SAMUEL BEJAR

LAW ENFORCEMENT EXPERIENCE

MIAMI BEACH POLICE DEPARTMENT, MIAMI BEACH, FL

Law Enforcement Officer

February 1981 – Present

Senior Sergeant of Police

November 2003 – July 2009

Over 28 years of general and specialized sworn police service, involving diverse assignments in both administration and operations. Extensive experience in all facets of law enforcement including uniform patrol, investigations, covert operations, technology, training, budgets, administration and management.

Patrol Division

Reserve Police Officer

August 2009 – Present

Voluntary, sworn police service, in the detection, prevention and investigation of crime, protection of life and property and apprehension of criminal offenders, through the enforcement of state statutes, federal laws and local ordinances and the maintenance of community peace and order through the performance of numerous human services, as well as providing general information and assistance to the public.

Support Services Division

Payroll Section Manager and TeleStaff Project Administrator

October 2008 – July 2009

Supervising a team of civilian employees, managed the Department's \$27 million payroll for over 540 employees in three labor unions. Administrator of the staffing system; maintained 24/7 scheduling of employees across five divisions and 20 sections/units. Implemented improved business process and audit controls that enhanced efficacy and fiscal responsibility, insuring compliance with labor contracts, departmental and city policies and their proper integration with FLSA statutes.

Strategic Investigations Section

Supervisor - South Florida Money Laundering Strike Force

October 2007 – September 2008

Managed a multi-agency team of senior investigators conducting complex, long-term, national and international money laundering investigations. Supervisor of Money Security Team and the Covert Operations Group. Supervised the recruitment, documentation, development, management and operations of all confidential informants. Liaison with various local, national and foreign law enforcement agencies at executive and line operation levels. Managed team of Miami Beach Detectives assigned to the Strike Force. Conducted investigations resulting in the seizure of more than \$4 million in illicit currency and provided expert witness testimony in State and Federal courts. Strike Force Command Staff member managing a \$4.3 million budget and human resources functions for 47 employees.

Supervisor - Organized Crime, Intelligence & Counterterrorism Unit

May 2007 – September 2007

Managed a team of senior investigators conducting public corruption, intelligence and anti-terrorism investigations. Manager, dignitary protection operations. Agency liaison for international investigations. Manager, Technical Surveillance Unit - revamped program with improved inventory control and an under budget technology refresh and true up.

Patrol Division

Administrative Sergeant

December 2006 – April 2007

Managed multiple administrative functions and projects within the, 280 sworn officer, division. Major projects included special event (Super Bowl XLI and Spring Break) staffing, preparation and review of the division's \$2 million operating budget, review and revision of SOP's (including high liability), IT needs assessment and CALEA Accreditation maintenance.

Technical Services Division

Chief Technology Officer

September 2004 – November 2006

Developed and directed the Department's strategic technology plan in all technology-related operations including Radio, Computer Assisted Dispatch, Records Management System and IT. Managed the \$2.9 million annual budget, hardware/software procurement, testing and evaluation. Supported 500 end-users on 165 laptops, 350 PC's, 40 custom handheld devices, and associated peripherals. Negotiated contracts with national vendors, initiated billing reviews that resulted in a \$25,000 recovery of overcharges, developed maintenance program that extend the life cycle of the laptop fleet resulting in a \$320,000 savings. Department project team leader in development and writing of \$4 million RFP for new CAD/RMS/FBR integrated system.

South Florida Money Laundering Strike Force

Investigative Consultant

September 2004 – September 2006

Reviewed, analyzed and developed investigative methodologies. Recruited, developed and managed confidential informants. Mentor/Manager to two, multi-agency, investigative teams (28 Detectives, 3 Supervisors) conducting complex, international, narco-trafficking and money laundering investigations. Provided expert witness testimony in State and Federal courts. Managed investigations and conducted covert operations resulting in the identification, seizure and forfeiture of approximately \$3.3 million in illicit drug proceeds.

Strategic Investigations Section

Criminal Investigator

January 1994 – August 2004

Conducted, supervised and managed (parameters, methodology, staffing and budget) complex investigations of narcotics importation/exportation and international money laundering operations, organized crime, racketeering, vice, intelligence and public corruption. Extensive experience in covert operations, physical and electronic surveillance, recruitment, development and management of confidential informants, intelligence/data analysis, dignitary protection, preparation and execution of search and arrest warrants, electronic intercepts, interview and interrogation, and expert witness testimony in both State and Federal courts. Investigative assignments included:

South Florida Money Laundering Strike Force

December 2003 – August 2004

Managed the day-to-day operations of all long-term investigations. Confidential Informant Coordinator - supervised the recruitment, documentation, development, management and operations of over 100 informants. Participated in other command functions of the Strike Force including budget, human resources and general operations. Supervised a multi-agency investigative team comprised of 13 Detectives and one Sergeant that seized in excess of \$1.5 million in narcotics proceeds.

Organized Crime and Intelligence Unit

November 2002 – November 2003

Conducted and managed public corruption, racketeering and intelligence investigations, including several multi-agency, cross-jurisdictional operations. Led dignitary protection operations. Manager, Technical Surveillance Unit. Managed a diverse team of multi-disciplinary investigators.

Financial Crimes Regional Enforcement Strike Team (FINCREST)

January 1999 – October 2002

Supervisor

September 2001 – October 2002

Conducted and managed domestic and international investigations of money laundering schemes using financial institutions and international commerce, which resulted in the identification, seizure and forfeiture of more than \$3 million in laundered currency and other assets. Recruited, developed and managed multiple confidential informants. Lead investigator in case that resulted in the largest seizure of illicit Ketamine in the United States. Managed a multi-agency team of senior investigators and a \$750,000 grant funded budget.

Vice and Narcotics Unit

October 1996 – December 1998

Conducted and managed local and national covert investigations that disrupted, prevented and dismantled drug trafficking organizations and illicit vice operations. Manger, Technical Surveillance operations. Conducted covert operation that dismantled a large scale, Atlanta based, Ecstasy trafficking organization operating throughout the eastern seaboard. Conducted vice operations that resulted in RICO prosecutions of six "pimps" operating prostitution rings in Florida, New Jersey, Nevada, Georgia and California.

Florida Interagency Metropolitan Police Anti Crime Team (IMPACT)

January 1994 – September 1996

Founding member of first-of-concept, HIDTA sponsored, task force that focused on high-level money laundering and narcotics trafficking investigations. Recruited, developed and managed over two dozen confidential informants. Conducted covert investigations that directly resulted in the identification, seizure and forfeiture of more than \$10 million in illicit proceeds and assets.

Patrol Division

Drug Recognition Expert (DRE) Coordinator

1990 – 1993

Development and implementation of the Drug Recognition Expert Program in the State of Florida, including writing of Standard Operating Procedures and statistical analysis of enforcement results. Supervision of eight DRE officers; conducted nation-wide training of other DRE officers; provided expert witness testimony.

Intoxilyzer 5000 Maintenance Officer

1989 – 1994

Maintenance of infrared spectroscopy breath testing equipment, including scientific testing of instruments; development of Impaired Driver Enforcement Standard Operating Procedures; training breath test technicians, prosecutors and judges; provided expert witness criminal trial testimony.

Criminal Investigations Division

Criminal Investigator

1985 – 1989

Conducted and managed complex investigations including, interview and interrogation, court testimony, preparation and execution of search and arrest warrants. Investigative assignments included, the *Major Crimes Unit*, managing homicide and robbery investigations; *Property Crimes Unit*, conducting complex, international bank fraud and theft investigations and the *Pawnshop Unit*, conducting licensing and compliance operations for 73 dealers in Miami Beach; investigations recovered over \$300,000 in stolen property.

Field Training Officer

1983 – 2003

Orientation, training, evaluation and mentoring of academy recruits, rookie police officers and criminal investigators in multiple subjects including, legal aspects, officer tactics and safety, citizen and offender contact and investigative techniques and methodologies.

TEACHING EXPERIENCE

1984 – Present: Extensive public speaking and teaching experience, including curriculum and lesson plan development. Conducted over 100 presentations, seminars and classroom instruction programs, throughout the United States, to more than 2500 participants from all levels of government and private enterprise, in a variety of subject matters, including search and seizure, surveillance, undercover operations, fraud, defensive tactics, narcotics trafficking, confidential informant management, traffic enforcement, drug impairment and money laundering methodology, detection, investigation and prevention.

Tasked in 1991 by the Federal Department of Transportation's National Highway Traffic Safety Administration, to develop, implement and supervise a Spanish language curriculum in Standardized Field Sobriety Testing for the "Policia de Puerto Rico." Served as lead instructor during multiple deployments throughout the island commonwealth.

Certified Instructor in: Police Science/Law Enforcement, Chemical Breath Testing, ASP and PR-24 Police Baton, Standardized Field Sobriety Testing, Occupant Protection Usage and Enforcement, Drug Impairment Training for Education Professionals, Weapons of Mass Destruction-NBC Hazards and Drug Recognition; multiple Train the Trainer designations. Earned Instructor Certificates from the State of Florida, the Federal Government and the International Association of Chiefs of Police. Certified as a Field Training Officer. Possess over 4000 hours of specialized training.

Adjunct Faculty – University of North Florida - Institute of Police Technology and Management

Adjunct Staff – City of Miami Beach Police Department Training Cadre

Adjunct Staff – City of Miami Police Department Training Cadre

OTHER EXPERIENCE

MIAMI BEACH POLICE & FIRE PENSION FUND

Trustee (Elected as Board Secretary - 2009)

June 2006 – June 2009

Elected Fiduciary directing the investments and policies of an award winning pension plan with \$550 million in assets, 1000 members and a \$3.5 million operating budget. Led the charge for further diversification of the plan's assets and stricter accountability of the financial managers. Instrumental in upgrading the plan's IT infrastructure and network support. Earned the CPPT (Certified Public Pension Trustee) and CAPPP (Certificate of Achievement in Public Plan Policy) designations.

AWARDS

Recipient of over 100 awards and commendations for superior service and achievement including, Officer of the Month, Outstanding Community Service, Unit Citation and Award of Distinction bestowed by citizens, NGO's and various government agencies.

PROFESSIONAL ASSOCIATIONS

International Association of Chiefs of Police (Active Status)

- Law Enforcement Information Management Section
- Drug Recognition Expert Section

Fraternal Order of Police (named Member of the Year 2005)

- Grievance Committee, Chairman
- Labor/Management Committee

LANGUAGES

Complete fluency in Spanish.

EDUCATION & TRAINING

Florida State University

Bachelor of Science in Criminology, June 1980

Major Concentration in Law Enforcement

Minor in Computer Science

Honors: Alpha Phi Sigma, National Criminal Justice Honor Society

Miami-Dade College

Certificate of Compliance-Law Enforcement, July 1981

Basic Law Enforcement Class No. 51

Honors: Award for Academic Excellence

Pennsylvania State University

Police Executive Development (POLEX) Course, January 1987

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

R-1387-07

EXHIBIT A

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 ~~27th~~ ^{27th} day of ~~May~~ ^{December} 2007 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

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.

- 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.

- 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-1.0955, 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 Superintendent 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

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 concluding 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 Jessica 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,

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.

- a. **Initial Allocation.** The School Board agrees that it will allocate \$75,000 (allocated 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: JulieAnn 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

If to the County: Christopher R. Mazzella, 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 addressees 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).

- 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 164 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.

- 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]

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 27th of DEC., 2007.

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

By: [Signature]
Name: Rudolph F. 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 Rico
Title: Board Attorney

MIAMI-DADE COUNTY, FLORIDA

By: [Signature]
Name: Carlos Alvarez
Title: County Mayor/County Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Name: Gerald Sanchez
Title: County Attorney
Assistant



[Signature]

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

EMPLOYMENT CONTRACT

This Employment Contract, made and entered into this ____ day of _____, 2010, by and between the School Board of Miami-Dade County, Florida, hereinafter referred to as the Board, the Inspector General, as the Board's designee, and Samuel Bejar, hereinafter referred to as the "Special Agent" or "Employee."

RECITALS

- A. On December 18, 2007, the Board entered into an Interlocal Agreement with Miami-Dade County for the purpose of securing the services of the County's Inspector General, (the "Interlocal Agreement"), attached and incorporated as Exhibit "A."
- B. Pursuant to the Interlocal Agreement, the Miami-Dade County Inspector General shall act as head of the School Board's Office of Inspector General (SB OIG) and serve as the Inspector General for the School Board. 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.
- C. The Board established the position of Special Agent, Office of Inspector General within the Miami-Dade County Public Schools System to function under the supervision of the Inspector General and pursuant to the Inspector General's directives.
- D. The Board now desires to hire a Special Agent, Office of Inspector General and fix the terms and conditions of employment by this Employment Contract.
- E. The Employee is willing to accept employment upon the terms and conditions provided in this Employment contract.

AGREEMENT

The Board, Inspector General and Employee, for consideration specified, agree as follows:

1.0 TERM

- 1.1 The Board hereby employs the Employee and the Employee accepts employment as Special Agent, Office of Inspector General, for a term beginning upon execution of this contract by all parties and ending December 27, 2010, in concurrence with the term of the Interlocal Agreement, and subject to termination as set forth in the Employment Contract.

- 1.2 This Employment Contract may be extended for another term, to be concurrent with an extension of the Interlocal Agreement, by agreement of the parties, subject to termination as set forth in the Employment Contract.
- 1.3 In the event of any conflict between this Employment Contract and the Interlocal Agreement as regards the terms and conditions of employment, the terms of this Contract shall prevail.

2.0 DUTIES

- 2.1 The Employee, in carrying out the responsibilities of the job, shall perform the duties generally provided in the Miami-Dade County Public Schools Job Description for Special Agent, attached and incorporated as Exhibit "B." The scope of duties shall be limited to the duties outlined in the job description and specific to assignments related to Miami-Dade County Public Schools as set forth by the Inspector General.
- 2.2 The Employee shall report directly to the Inspector General and shall work under the direction and authority of the Inspector General.

3.0 COMPENSATION

- 3.1 The Board agrees to employ the Employee at the adjusted salary for the current fiscal year of \$70,613. In light of current budget savings measures, Employee's adjusted salary of \$70,613 reflects 250 paid days including holidays to be paid over 26 installments. Employee's salary will be re-adjusted in accordance to future budgets and is subject to cost of living annual increases each June 30th based upon compensation reviews or other salary adjustments, as the School Board may grant from time to time. Increases by the Board are not inclusive or reflective of performance reviews or evaluations.
- 3.2 The Employee recognizes that the position of Special Agent does not adhere to any particular pay plan and/or pay scale. The Board has left to the determination of the Inspector General the salaries of all personnel under his direction. The Inspector General, or his designee, conducts annual evaluations of its employees, at which time a salary adjustment may be made. The Inspector General retains the right to reduce the Employee's salary as well as modify other aspects of the employment.
- 3.3 The Employee recognizes and agrees that he/she is a salaried employee and is not entitled to overtime. The employee is expected to work a regular 40-hour workweek. The workweek schedule may be modified in advance upon request and with the approval of the Inspector General or his designee. Such approval is subject to consideration of the operational needs and priorities of the office.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

JOB DESCRIPTION

IDENTIFICATION INFORMATION

- | | | |
|----|------------------------|--|
| 1. | JOB TITLE: | OIG Special Agent |
| 2. | DEPARTMENT: | Office of the Inspector General (OIG) |
| 3. | IMMEDIATE SUPERVISOR: | Inspector General |
| 4. | PAY GRADE: | IO |
| 5. | JOB CODE: | 8540 |
| 6. | BARGAINING UNIT: | 6 |
| 7. | POSITION AUTHORIZED: | Board Item H-2, October 15, 2008 |
| 8. | DATE OF LAST REVISION: | N/A(has not been taken to the board since authorized) |
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OCCUPATIONAL SUMMARY

This position plans, conducts and coordinates investigations related to fraud, abuse, waste and mismanagement. Employee also assists other agencies in the investigation necessary for prosecution or other administrative proceedings resulting from IG investigations. This position reports to the Inspector General, Miami-Dade County Public Schools (M-DPCS). Previous experience in white collar investigative agencies or criminal investigative agencies preferred.

EXAMPLE OF DUTIES

1. Plans, conducts and coordinates investigations related to fraud, abuse, water and mismanagement.
2. Interviews witnesses and persons of interests and conducts surveillance as necessary.
3. Collects and documents evidence.
4. Reviews and analyzes contracts, audits, change orders, financial documents such as bank records, and other school district business transactions.
5. Attends meetings and other activities, participating and providing information and oversight in an objective and professional manner.
6. Completes routine administrative duties, including appropriate documentation of investigative activities and submission of periodic investigative case plans.

7. Attends and participates in all required training sessions.
8. Prepares written and/or reports on any and all issues or activities that may be required, including the preparation of investigative final reports.
9. Testifies at official proceedings regarding investigation and findings.
10. Serves legal documents as needed.
11. Maintains a current working knowledge of school board structure and programs generally.
12. Performs other duties related to the general administrative responsibilities of the position.

PHYSICAL REQUIREMENTS

This work requires the following physical activities: sitting, mobility, lifting, finger dexterity, grasping, repetitive motions, talking, hearing and visual acuity. The work is performed primarily indoors; however, fieldwork may be performed outdoors and necessitate site visits to various facilities and construction sites and may require sitting for long periods of time. Some travel is required.

MINIMUM QUALIFICATION REQUIREMENTS

1. Bachelor's degree from accredited college or university.
2. Minimum of five years experience in investigations, inspections and reviews within the following investigative fields:
 - a. Examining financial records and investigations involving financial institutions;
 - b. Investigation of white collar frauds, including government business transactions, public procurement and program integrity frauds;
 - c. Investigations involving fraud, waste and abuse of position and whistle-blower cases;
 - d. Inspections and investigations of contractor, permitting and professional licensing schemes; and
 - e. Investigations of public integrity crimes.
3. Demonstrated professional expertise in conducting complex investigations.
4. Observant individual with considerable written and oral communication skills.

5. Excellent computer skills including word processing applications, internet usage and other public records databases preferred.
6. Ability to organize and maintain large volumes of documents.
7. Professional designations, such as Certified Fraud Examiner (CFE) preferred.
8. Must submit to a background screening as deemed appropriate by the IG, including a credit history, which is exclusive of the mandatory background check conducted by the School District.