

Ms. Maria Teresa Rojas, Chair

SUBJECT: APPROVAL OF SIXTH AMENDMENT AND RESTATEMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND MIAMI-DADE COUNTY FOR THE PROVISION OF INSPECTOR GENERAL SERVICES THROUGH THE OFFICE OF THE MIAMI-DADE COUNTY INSPECTOR GENERAL, EXTENDING THE INTERLOCAL AGREEMENT FOR AN ADDITIONAL THREE (3) YEAR PERIOD

COMMITTEE: FISCAL ACCOUNTABILITY AND GOVERNMENT RELATIONS

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Pursuant to Board Policy 0157, *Inspector General*, the School Board initially entered into a three (3) year Interlocal Agreement (ILA) on December 27, 2007, with Miami-Dade County, Florida to procure the services of an Inspector General through the Office of the Inspector General of Miami-Dade County. The ILA was extended five times, each time for three-year terms by Board action on July 14, 2010; July 17, 2013; October 5, 2016; April 17, 2019; and on July 20, 2022. During the term of the ILA, the Miami-Dade County Inspector General's Office has provided knowledgeable, experienced and independent investigatory and audit services to Miami-Dade County Public Schools. If not extended, the ILA will expire on December 18, 2025.

This item requests that the Board consider approving a Sixth Amendment and Restatement ("Sixth Amendment") extending the ILA for an additional three (3) year period ending on December 18, 2028, and clarifying certain existing provisions to conform to the established practices among the parties. A copy of the proposed Sixth Amendment and Restatement is attached. Upon approval of the Sixth Amendment, it will be submitted to the Board of County Commissioners of Miami-Dade County for approval and execution.

Changes from the fifth amended ILA are indicated by underscoring words to be added and ~~striking~~ through words to be deleted.

This item has been reviewed and approved by the Office of the General Counsel as to form and legal sufficiency.

**ACTION PROPOSED BY CHAIR
MARIA TERESA ROJAS:**

That The School Board of Miami-Dade County, Florida, approve the Sixth Amendment and Restatement to the Interlocal Agreement with Miami-Dade County, Florida for Inspector General Services through the Office of the Miami-Dade County Inspector General to renew and extend the Interlocal Agreement for an additional three (3) year period, effective December 19, 2025, and authorizing the Chair to submit the Amendment to the Board of County Commissioners of Miami-Dade County for its consideration and approval.

AMENDMENT No. 6
and
RESTATEMENT
of 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**

RECITALS

WHEREAS, the School Board of Miami-Dade County (the “School Board”) previously requested the services of the Miami-Dade County Office of the 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 (the “County”); and

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

WHEREAS, the parties have executed Amendment Nos. 1 through 5 each amendment extending the ILA for three-year terms, with the most recent amendment set to expire on December 18, 2025; and

WHEREAS, the School Board and the County 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, Peer Reviewed by the Association of Inspectors General, and is able to fulfill the function of independent oversight for both the School Board and the County; and

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

WHEREAS, the intent of this Amendment No. 6 and Restatement is to renew the term of the ILA for an additional three-year period to expire on December 18, 2028, and to update several provisions.

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 and restated as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The following Sections: 3 (Responsibilities, Functions, Authority, and Jurisdiction of the Inspector General); 5 (Physical Facilities and Staff of the SB OIG); 6 (Reports and Recommendations by the OIG); 7 (Budgetary Allocation by the School Board); 9 (Term and Effective Date of ILA); and 11 (Miscellaneous) as indicated below in each respective Section are amended as follows:

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

- h. Pursuant to § 112.3187(6), Fla. Stat., the SB_OIG shall be the designee of the District's chief executive officer for purposes of receiving Whistle-blower's Act disclosures under by employees and persons protected under § 112.3187(7), Fla. Stat. The protected disclosures include violations and acts described in §112.3187(5), Fla. Stat. The SB OIG may investigate the violations and acts described under § 112.3187(5), Fla. Stat., pursuant to a protected disclosure. However, the SB OIG will not investigate claims of retaliation based on a protected disclosure. Investigations of retaliation or any action prohibited by §112.3187(4), Fla. Stat., shall be handled pursuant to any SB Policy established or in effect for handling claims of retaliation or in accordance with §112.3187(8). and investigating in accordance with All confidentiality provisions pursuant to §§112.3187-31895, Fla. Stat., shall apply to the SB OIG.
- 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, including but not limited to complaints that are anonymous.

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

- f. The Inspector General shall have the authority to hire and retain an adequate number of M-DCPS Managerial Exempt Personnel (MEP) to operate the SB OIG office. Such personnel shall be SB OIG employees supervised by the Inspector General, who shall have the full authority and power to establish personnel and operating procedures, including the authority to hire, retain, or dismiss the personnel at-will, as deemed necessary for the efficient and effective administration and performance of this ILA. All such MEP personnel who are SB OIG employees

hired by the Inspector General shall be subject to Board approval. Funding for MEP personnel shall be included in the annual allocation by the School Board for the SB OIG as provided in Section 7 of this agreement.

- g. All records received, made, or produced in connection with the official business of the SB OIG are the property of the SB OIG and shall be maintained and disposed of in accordance with state laws, including but not limited to, Chapters 119 and 257, Florida Statutes and any applicable School Board Policies. The School Board and/or the School District will provide the SB OIG any necessary assistance to maintain, archive, and dispose of such records.
- h. For the ease and convenience of the SB OIG operations, the SB OIG will use the electronic case management system of the County's Inspector General. The SB OIG will determine a method for the archival storage, retention, and disposition of the SB OIG records within the electronic case management system in conformance with the requirements of Chapters 119 and 257, Florida Statutes. The provision of these services, including the transfer of records for the SB OIG's archival storage, will be reimbursed by the School Board pursuant to Section 7 of this agreement.
- i. Should the County's Inspector General provision of the electronic case management system be terminated, the County's Inspector General shall assist the SB OIG with any action that may be necessary for the protection and preservation of the SB OIG's records that are a part of or stored by the electronic case management system. The provision of these services will be reimbursed by the School Board pursuant to Section 7 of this agreement.

Section 6. Reports and Recommendations by the OIG:

- a. OIG reports shall contain the conclusions and recommendations of the IG regarding the matter reviewed, and shall properly protect confidential information, as set forth in SB Policy 0157 (13).
- b. ~~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 at their discretion, a written explanation or rebuttal of the findings before the report or recommendation is finalized. Any ~~and such~~ timely submitted written explanation or rebuttal shall be attached to the finalized report or recommendation.
- c. The SB OIG's final report of investigation or audit will be provided to the School Board, General Counsel, the Chief Auditor (for distribution to the Audit and Budget

Advisory Committee), and the Superintendent or other entity that is the subject of the SB OIG investigation or audit. The Inspector General may report on the failure to implement any major recommendations within a year of a final report of investigation or audit. 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.

- d. The Inspector General shall submit a quarterly statistical summary report to the Board, Superintendent and the Chief Auditor (for distribution to the Audit and Budget Advisory Committee) advising on the number of investigations, audits and reviews, initiated, conducted, and concluded, and the number of complaints received, as set forth in SB Policy 0157(13).
- e. ~~b.~~ The Inspector General shall annually prepare and submit to the School Board and the Audit and Budget Advisory Committee 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, and any other reporting requirements as stated in SB Policy 0157 (13).

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.

- 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(b),~~ 5(c), 5(d), 5(e), 5 (f), 5(g), 5(h), and 5 (i) 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. Reimbursement for OIG personnel services will be evidenced by time sheets. Time sheets shall include the employees' name, date, billable hours, and project codes attributed to the billable hours. The project code will include a brief description of the OIG project or assignment where feasible, appropriate, and not otherwise confidential or exempt from public disclosure.

- d. The annual budgetary allocation to the SB OIG shall include sufficient funding for an adequate number of M-DCPS Managerial Exempt Personnel (MEP) to operate the office as identified in Section 5(f).

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 **and, unless renewed, shall terminate on December 18, 2025-2028.** 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 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. Jose L. Dotres, 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: Walter Harvey, Esquire
Office of the General Counsel
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: Felix Jimenez, Inspector General

Miami-Dade County OIG
601 NW 1 Court, 22 Floor
Miami, FL 33136
Phone: 305-375-1946
Fax: 305-579-2656

With a Copy to:

Geri Bonzon-Keenan, 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

[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 _____ of _____, 2025.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
Jose L. Dotres
Superintendent

BY: _____
Mari Tere Rojas
Chair

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____

BY: _____
Walter Harvey
School Board Attorney

MIAMI-DADE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Daniella Levine Cava
County Mayor

BY: _____
Geri Bonzon-Keenan
County Attorney

ATTEST:

BY: _____