

# Annual Report

## Fiscal Year 2008-2009

*Detection x Prevention = Savings*

*Programs - Abuse = Effectiveness*

*Oversight + Independence = Transparency*

*Integrity!*

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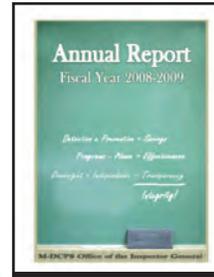
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The purpose of this report is to provide the first annual report of the Miami-Dade County School Board Office of the Inspector General (SB OIG). Under the terms of the Interlocal Agreement executed by the School Board and Miami-Dade County, the SB OIG is required to submit an annual report covering its activities for the preceding fiscal year. This report will provide information concerning the SB OIG from its inception in January 2008 through June 30, 2009 (the end of our first full fiscal year).



At the outset, I want to stress that this report will focus more on the administrative development of the SB OIG rather than its investigative or audit-related achievements or activities. **Quite candidly, as a start-up operation, we recently initiated a number of major projects that, because they are pending, restrict me from providing too many details. When these cases come to fruition, you will be appropriately notified.**



The 2008 Annual Report recently published by the OIG contains considerable background information about the office and its functions and will not be repeated here. The report is available at <http://www.miamidadeig.org/annualreports.htm>.

## HISTORY & BUDGET

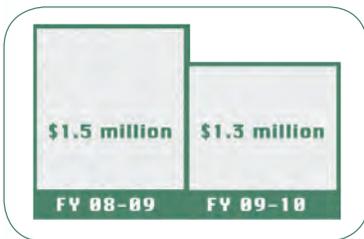
During the summer of 2007, former School Board Chair Agustin Barrera initiated contact with the County’s OIG to determine its willingness and availability to assume the role of Inspector General for the School Board. After months of discussion and negotiations between the principal stakeholders of the County and the School Board, an Interlocal Agreement (ILA) was finalized and executed by the School Board in October

2007 and, thereafter, by Miami-Dade County two months later. The ILA designated the County’s OIG to assume the role of Inspector General for the School Board. The ILA was modeled closely in content after the County’s OIG enabling legislation. The School Board OIG opened in January 2008.



As provided for in the ILA, the SB OIG began by developing its budget projections, which were approved by the School Board. Specifically, to cover its start-up operations through the end of Fiscal Year (FY) 2007-2008, the SB OIG used funds left over from the former School Board Inspector General’s Office and it received an additional allocation of \$82,000, which brought its total FY 2007-2008 budget to \$225,000. For the first six months, the majority of the budgeted funds were appropriated for County OIG staff reimbursement.

To fund its activities for FY 2008–2009, the School Board approved a budget of \$1.5 million. **Only \$804,163 (or 54%) of the \$1.5 million was used.** Just recently, two months ago, the School Board approved a



budget of \$1.3 million for the SB OIG for the current year, FY 2009-2010, a 9% decrease. The current budget is based on our staffing as of June 2009, operating needs, and the anticipated staffing of several unfilled positions.

### OFFICE PERSONNEL & FACILITIES

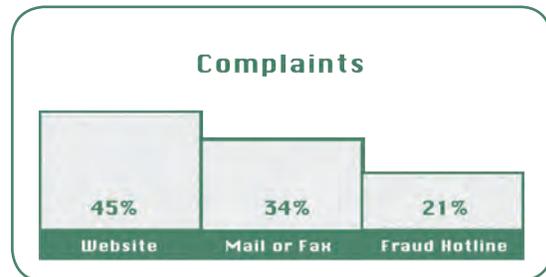
The SB OIG’s main office is located on the second floor at 1500 Biscayne Boulevard (the Annex Building). This office has recently undergone much needed remodeling and upgrades in equipment so that it can operate efficiently and effectively. The process of acquiring a functioning office

encountered many obstacles and took over a year to achieve. The personal intercession of the current Superintendent helped us overcome many bureaucratic roadblocks.

As for personnel, we now have a staff of seven individuals dedicated to SB OIG activities, comprised of three full-time personnel and four part-time employees. The supervisor of the SB OIG is directly employed by the County’s OIG and will remain at the SB OIG on a full-time basis. All other staff exclusively assigned to the SB OIG are employees of the School District. As a start-up operation, and with the concurrence of the County, the County OIG staff continue to assist the SB OIG in its investigations and audits. Those resources are being paid for by the School Board on a reimbursable basis. As we continue to hire permanent SB OIG personnel to fill the remaining few vacancies, the reliance on County resources will be reduced. Of course, the overall management of the SB OIG will continue to be addressed by the Inspector General and senior County OIG management staff. One novel approach we have taken to hire the most qualified staff, yet save the School Board significant money in salary-related costs, is to retain several investigators on a part-time basis. These individuals were formerly employed by the County’s OIG and, consequently, provide a diverse and highly professional level of experience.

### COMPLAINTS

The SB OIG is a principal clearinghouse for complaints filed by the public and by employees of the school district. Since its inception in December 2007, the SB OIG has received 191 complaints involving various subject matters, such as fraud, waste, and mismanagement.



Of these complaints, 45% were made through the OIG's website, 21% were made through the OIG's hotline, and 34% were made by mail or sent by fax. After reviewing these complaints, the majority of them were either resolved by resources within the framework of the Miami-Dade County Public Schools administration or were referred to external agencies. A number of inquiries or investigations were initiated as a result of such complaints and a substantial number of complaints are being held for possible activity pending additional information and/or additional resources.

**I**n accordance with Section 3(h) of the ILA, the Inspector General shall be the designee of the district's chief executive officer for purposes of



receiving Whistleblower's Act disclosures under §112.3187(7) and investigating them in accordance with §112.3187-31895, Fla. Stat. Whistleblower disclosures are those disclosures that allege violations or suspected violations of law, rule or regulation that

endanger health and public safety or allegations of acts of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty by persons in an agency or independent contractors. Any individual who makes such a disclosure is entitled to have their identity remain confidential during the investigation, with limited exceptions. These disclosures are to be differentiated from complaints alleging retaliation against alleged "whistleblowers."

**C**omplaints can be submitted through our website's Report Fraud link at [www.miamidadeig.org](http://www.miamidadeig.org), faxed to our SB OIG office at (305) 523-0613 or mailed to us at 1500 Biscayne Boulevard, Suite 234-K, Miami, FL, 33132. The County OIG's hotline number is (305) 579-2593, but complaints can always be made by calling our SB OIG office directly at (305) 523-0623. Of course, we welcome any person who comes to our office to report their concerns.

## ACTIVITIES

As previously noted, there are a number of matters currently underway that we cannot provide any detailed information about at this time and there are others about which we can provide some limited information. For instance, the SB OIG is in the process of auditing the School Board's multi-million dollar workers compensation program and third-party administrator (TPA) contract. This audit is nearing completion and the final report will be presented to you in the near future. Likewise, as this Board is aware, our investigation surrounding the construction management practices at Southside Elementary School is ongoing. We did, however, in the course of our investigation of Southside and other matters, report significant deficiencies in the District's administration of its construction projects. Several recommendations were made to the Office of School Facilities aimed at improving the administration and monitoring of school construction projects.



As for investigations initiated and concluded in the last 18 months, the SB OIG found that an environmental assessment firm, Professional Engineering and Inspection Company, Inc. (PEICO), was overpaid for its services. We reported that the overpayment was directly related to weaknesses in the administration of work flow and invoice



approval processes. Based upon our recommendation, the Superintendent has initiated a full audit of the Geotechnical/Construction Materials Testing and Environmental Assessment Services Contract. Other remedial actions have been taken by the administration to enforce policies and procedures that help prevent future waste.

Similarly, as related to charter school funding, the SB OIG reported on overpayments made to Charter on the Beach Middle School based upon inaccurate student attendance records. The charter school's budget was reduced accordingly and the administration has scheduled additional training and site visits of this facility. We also recommended a full audit of this facility to determine whether other overpayments were made.



Several other investigations have focused on inappropriate conduct by school district employees. For instance, we reported on a case where employees at Norland Elementary School used school district resources to run a private business. In that case, documents found by SB OIG investigators showed that the business—a cleaning company that actually had Miami-Dade County janitorial contracts—used the school's fax machine number on its business letterhead, and that the business partners directed their employees to pick up their paychecks at Norland Elementary School. In another case, we reported that the principal of Bent Tree Elementary School solicited and received a loan from a subordinate, and failed to repay the subordinate until legal action was taken. Lastly, in another case, we reported that the former principal of John A. Ferguson Senior High School inappropriately authorized the expenditure of School Board funds to pay for certain retreats. However, while the SB OIG report has been finalized and issued, and a settlement was reached between the School Board and Hawks Cay Resort (site of the retreat), there are still remaining issues that are under investigation. In all of these cases, the SB OIG recommended remedial actions to help curb future abuses.

Additionally, as you are aware, the SB OIG reported the results of its investigation on certain relocation payments made to the former School Board Attorney. Based upon our recommendation, the former

School Board Attorney repaid the relocation payments. In another matter, we also submitted recommendations that we believe will help School Board members and employees avoid potential conflicts of interest when hiring vendors to do private work for them.

Finally, we should point out that at the request of the Superintendent, the SB OIG expended considerable time and effort in reviewing and providing input into the FY 2008-09 School Board Budget. We were specifically engaged for this project when it was discovered that the District would face a substantial budgetary shortfall because of inaccurate budgetary assumptions. Although we maintained vigilant oversight and brought forth issues that were contentious at times, we pursued a positive, constructive role in the budget process.

I hope this first annual report helps in your assessment of the progress and accomplishments made by the SB OIG as a start-up operation. The governing model—an Interlocal Agreement—for this groundbreaking office has provided us with flexibility and opportunities. Through the Interlocal Agreement, we are bringing to the School Board my office’s experience, hindsight, and professionalism. Providing these services through an Interlocal Agreement makes for an innovative way for the community at large to better achieve aggressive oversight in the most efficient and cost effective manner. We hope that you will continue your support of this endeavor.



*Christopher R. Mazzella  
Inspector General*

**APPENDIX: 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 day of December 2007, 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

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.

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.

***Approved by the School Board of Miami-Dade County  
on October 17, 2007, Agenda Item H-2.***

***Approved by the Miami-Dade Board of County  
Commissioners on December 18, 2007, R-1387-07.***

Miami-Dade County Public Schools  
Office of the Inspector General  
1500 Biscayne Boulevard  
Suite 234-K  
Miami, Florida 33132

Phone: (305) 523-0623  
Fax: (305) 523-0613

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