

**INTERLOCAL AGREEMENT BY AND AMONG THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA, THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL, AND BROWARD COUNTY,
FLORIDA, FOR THE PROVISION OF INSPECTOR GENERAL SERVICES**

This Interlocal Agreement (“Agreement”) is made and entered into by and among The School Board of Broward County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the “SBBC”), the Broward County Office of Inspector General (“OIG”), an Office established under the Charter of Broward County, Florida (“Charter”), and Broward County, a political subdivision of the State of Florida (“County”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes public agencies to enter interlocal agreements for mutual benefit.

B. Pursuant to Section 1001.41(4), Florida Statutes, SBBC is the contracting agent for the district school system; and is a “public agency” under Section 163.01(3)(b), Florida Statutes, entitled to enter interlocal agreements under Section 163.01, Florida Statutes.

C. SBBC seeks to contract for inspector general services that would be responsible, relative to SBBC, for conducting independent investigations into:

(1) alleged violations of

- the state or federal constitution,
- any applicable state or federal statute or code,
- any applicable county or municipal ordinance or code, or
- any applicable SBBC rule or regulation involving or regarding accounting, administrative operations and procedures, budgeting, building permitting and licensing, building inspection, codes of conduct (other than those only applicable to instructional personnel), collections, construction management, contracting and contract management, cybersecurity, engineering, equipment and property maintenance, ethics, expenditures, facilities management and safety, finance, financial management, financial reporting, funds management, information technology, insurance, payments, payment obligations, procurement, property control, records and information management, and risk management;

(2) alleged conduct involving fraud, corruption, or abuse; or

(3) alleged material waste or significant mismanagement of public resources.

D. The OIG was established in 2010 through an amendment to the Charter to provide inspector general services independently and effectively to the County and to municipalities within Broward County.

E. The Charter was amended in November 2024 to expand the authority of the OIG to include, subject to execution of an appropriate interlocal agreement, constitutional officers for Broward County as set forth under Article VIII, Section 1(d) of the Florida Constitution, and SBBC.

F. The County, the OIG, and SBBC recognize that, given the knowledge, experience, and ability of the staff of the OIG in conducting investigations into misconduct and gross mismanagement in government, the OIG can independently and effectively fulfill the services of an inspector general for SBBC.

G. SBBC, the OIG, and the County have determined that it will serve the public interest to enter into this Agreement to accomplish the foregoing goals.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Annual Fee** means the annual cost, inclusive of all capital and operating expenses, necessary to provide inspector general services to SBBC as set forth in Section 3.1.3 of this Agreement.

1.2. **Charter** means the Charter of Broward County, Florida.

1.3. **IG** means the Broward County Inspector General.

1.4. **Initial Fee** means the initial cost for the provision of inspector general services to SBBC as set forth in Section 3.1.1 of this Agreement.

1.5. **Providers** means entities and persons that provide goods and services to SBBC under contract for compensation.

1.6. **School District Officials** means those persons identified in Section 2 of **Exhibit A**.

1.7. **School District Employees** means those persons identified in Section 2 of **Exhibit A**

ARTICLE 2. INSPECTOR GENERAL SERVICES

2.1. Purpose. The purpose of this Agreement is to provide inspector general services to SBBC by the OIG.

2.2. Independence. The organization and administration of the OIG is and shall remain independent, including independent of SBBC, to ensure that no interference or influence external to the OIG affects its objectivity. The services provided by the OIG to SBBC shall be governed by Article X of the Charter including, but not limited to, Section 10.01(A)(4), so that “[t]he organization and administration of the Office shall be independent to assure that no interference or influence external to the Office affects the objectivity of the Office.”

2.3. Functions, Authority, Powers, and Responsibilities of the OIG. The OIG shall have all powers, duties, and responsibilities set forth in Article X of the Charter, and as more specifically set forth in **Exhibit A** (the “Scope of Services”), with respect to SBBC, including, but not limited to:

2.3.1. The authority to investigate misconduct and gross mismanagement, as those terms are defined in Article X of the Charter, within SBBC, by SBBC’s School District Officials, School District Employees, and Providers but solely with respect to the provision of such goods and services.

2.3.2. In connection with an investigation, the power to subpoena witnesses, administer oaths, and require (through subpoena or otherwise) the production of documents and records.

2.3.3. As part of any investigation, the authority to audit the operations or performance of any Providers to SBBC relating solely to the Provider’s contract for compensation with SBBC.

2.4. Referral and Prosecution of Misconduct. After completing his or her investigation and determining that there is probable cause to believe misconduct has occurred, the IG has the responsibility to notify the appropriate civil, criminal, or administrative agencies charged with enforcement related to the alleged misconduct. If no civil, criminal, or administrative agency has jurisdiction over the alleged misconduct, the IG has the authority to refer the matter to a hearing officer for quasi-judicial enforcement proceedings consistent with Section 10.01(C)(2)-(6) of the Charter.

2.5. Reports and Recommendations. The IG has the responsibility to issue reports, including recommendations: (1) at the conclusion of an investigation involving allegations of gross mismanagement; and (2) at the conclusion of an investigation involving allegations of misconduct if the OIG determines that a report may assist SBBC in preventing similar future misconduct. However, no report shall be issued by the IG if the IG, in conjunction with the State Attorney or United States Attorney, determines that the issuance of such report may jeopardize a pending criminal investigation. The IG may follow up on any prior recommendation he or she makes to determine whether such recommendations have been implemented.

2.6. The IG has the responsibility to publish an annual report to the County, the municipalities, and SBBC detailing the activities of the OIG.

2.7. SBBC Cooperation. All SBBC School District Officials, School District Employees, and Providers must fully cooperate with investigations conducted by the IG consistent with Section 10.01(B)(9) of the Charter. Although the OIG may address the same or similar matters under investigation, audit, or inquiry by SBBC, the IG's investigations and audits shall be conducted separately and independently from any investigation, audit, or inquiry of SBBC, and upon conclusion, the IG, where appropriate, may refer the matter to the appropriate SBBC personnel for any additional action.

2.8. Compliance with Laws. The OIG shall comply with all applicable laws governing its conduct in performing the functions, powers, and responsibilities as set forth in this Agreement.

2.9. Selection of the Inspector General. The selection of the IG is and shall remain vested solely with the Inspector General Selection-Oversight Committee as set forth in Article X of the Charter.

ARTICLE 3. SBBC OBLIGATIONS

3.1. Cost of Inspector General Services. SBBC shall be solely responsible for all costs incurred in connection with the operations of the OIG and the services provided by the OIG to SBBC. To maintain the financial independence of the OIG, the method for funding the OIG will be through the County's normal budgeting process and annual budget for the OIG approved by the Board of County Commissioners. Notwithstanding the method of funding, all costs of the operations of the OIG and the services provided by the OIG to SBBC shall be paid by SBBC.

3.1.1. Initial Fee. Within thirty (30) calendar days after the execution of this Agreement, SBBC shall remit [REDACTED] to the County as an initial payment for the OIG services. The Initial Fee shall cover the services of the OIG for the remainder of the County's current fiscal year. Upon SBBC's request, the OIG shall provide SBBC with the following records that the parties agree are reasonably necessary to document the costs incurred in connection with its operations and services during the remainder of the County's current fiscal year under this Agreement's initial term: (1) detailed transaction reports of individual expenditures and budget transfers; (2) copies of backup documents for individual expenditures such as invoices or payment records; (3) copies of records reflecting the relevant salary rates of staff members who provided OIG services to SBBC by position title and unique identifying number; and (4) certified summaries as to the time spent by position title and unique identifying number for each OIG staff member providing services to SBBC pursuant to this Agreement. For purposes of this Agreement, the Parties agree that OIG staff members' names are not necessary to document the Initial Fee and will be redacted; however, this does not affect any Party's right to make a public records request as provided by state law.

3.1.2. Annual Budget. The OIG shall annually provide to SBBC and the County an annual budget for the provision of inspector general services to SBBC. Upon SBBC's request, the OIG shall provide SBBC with the following records that the Parties agree are reasonably necessary to support the annual budget for services under this Agreement: (1) detailed

transaction reports of individual expenditures and budget transfers; (2) copies of backup documents for individual expenditures such as invoices or payment records; (3) copies of records reflecting the relevant salary rates of staff members who provided OIG services to SBBC by position title and unique identifying number; and (4) certified summaries as to the time spent by position title and unique identifying number for each OIG staff member providing services to SBBC pursuant to this Agreement. For purposes of this Agreement, the Parties agree that OIG staff members' names are not necessary to document the annual budget and will be redacted; however, this does not affect any Party's right to make a public records request as provided by state law.

The annual budget for the OIG to provide inspector general services to SBBC shall be included as a separate portion in the OIG budget proposal to the County as set forth in Section 10.01(G) of the Charter. The OIG annual budget for the provision of inspector general services to SBBC shall be inclusive of all capital and operating expenses necessary to provide inspector general services to SBBC, funds to enable hearing officers to be retained, and funds to enable outside counsel to represent the IG in connection with complaints referred to hearing officers. The OIG annual budget for the provision of inspector general services to SBBC shall also provide for any anticipated salary increases for County employees that would apply to OIG employees. The OIG shall provide the documentation enumerated herein when requested by SBBC or the County to support the annual budget. SBBC must approve the OIG budget with sufficient time for inclusion into the County budget.

3.1.3. Annual Fee. The OIG annual budget for the OIG's provision of inspector general services to SBBC shall state the total annual amount ("Annual Fee") to be paid by SBBC to the County that is projected to fully fund the OIG's operations and services for SBBC for that fiscal year. The County will invoice SBBC for the Annual Fee after the adoption of the County's annual budget, and SBBC shall remit the Annual Fee to the County within thirty (30) calendar days after receipt of the County's invoice. Any portion of the applicable Annual Fee that is not used by the OIG during that fiscal year will be credited to SBBC's Annual Fee for the following fiscal year.

3.1.4. Additional Funds. If in any fiscal year the actual cost of providing inspector general services to SBBC exceeds or is reasonably expected to exceed the Annual Fee, the OIG shall promptly notify and promptly submit an amended annual budget for the OIG ("Updated Fee") to SBBC and the County. The notice shall identify all additional funds required to provide inspector general services to SBBC and why such funds were not included in the annual budget. If the Updated Fee includes additional personnel of the OIG assigned to temporarily meet increased demand or to provide specific services not already included in the annual budget, then the notice shall identify such personnel by position title and the portion of their annual cost allocated to OIG services for SBBC. The County will invoice SBBC for the amount by which the Updated Fee exceeds the Annual Fee amount previously paid by SBBC for that fiscal year after the approval by the Board of County Commissioners of the amended annual budget for the OIG, and SBBC shall remit

the difference between the Updated Fee and the Annual Fee to the County within thirty (30) calendar days after receipt of the County's invoice. In addition, SBBC shall reimburse County for any additional cost incurred by the County or the OIG that is not included in the Annual Fee or the Updated Fee, does not arise as a result of a portion of any final judgment predicated on a finding that an officer, employee, or agent of the OIG acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and is not otherwise paid by SBBC under another provision of this Agreement ("Additional Costs"). The County shall invoice SBBC annually for any such Additional Costs, and SBBC shall reimburse County for such Additional Costs within thirty (30) calendar days after receipt of the County's invoice. The provisions of this Section 3.1.4 shall survive the termination of this Agreement and any Wind Down Period set forth in Article V.

3.1.5. Failure of SBBC to Adequately Fund OIG. If at any time the OIG determines that the OIG's approved budget, including as amended pursuant to Section 3.1.4, is insufficient to permit the OIG to perform the duties set forth herein, the OIG may terminate this Agreement pursuant to Section 5.1 and trigger the Wind Down Period set forth in Section 5.2.

3.2. Physical Facilities. At the OIG's request, SBBC shall provide the OIG with appropriately located office space and sufficient physical equipment and facilities, along with necessary office supplies, to permit the OIG to perform its duties and responsibilities as set forth in this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement shall take effect on the date it is fully executed by the Parties ("Effective Date") and shall continue unless terminated as provided in this Agreement.

4.2. Time of the Essence. Time is of the essence for the Parties' performance of the duties, obligations, and responsibilities required by this Agreement, except for those enumerated in Section 2.3 through Section 2.6, which services will be pursued by the OIG with reasonable diligence.

ARTICLE 5. TERMINATION

5.1. Termination. This Agreement may be terminated for any reason upon at least thirty (30) calendar days' prior written notice by either County, SBBC, or the OIG to the other Parties stating the effective date of termination. Notwithstanding the termination date stated in the termination notice, any termination of this Agreement shall be subject to the Wind Down Period stated in Section 5.2.

5.2. Wind Down Period. Upon notice of the termination of this Agreement, a wind down period shall commence during which time the OIG shall not undertake or initiate any new inspector general services for SBBC, except upon information already received by the OIG prior

to the notice of termination, and SBBC shall remain obligated to fund the operations of the OIG (“Wind Down Period”). The Wind Down Period shall commence on the date of the notice of termination and end upon the conclusion of the County fiscal year following the County fiscal year in which the termination becomes effective. During the Wind Down Period, the OIG shall expeditiously complete all investigations and open matters, and all powers, duties, and responsibilities of the OIG and all obligations of SBBC, as set forth in this Agreement, shall continue as set forth herein. If one or more investigations or open matters are not completed by the end of the Wind Down Period, SBBC shall continue to fund the OIG in accordance with this Agreement, but only for those OIG costs necessary to bring the investigation(s) or matter(s) to conclusion. All unspent funds provided by SBBC related to the OIG shall be returned to SBBC within thirty (30) days after the end of the Wind Down Period or after conclusion of the last remaining investigation or open matter, whichever is later.

ARTICLE 6. INDEMNIFICATION AND GOVERNMENTAL IMMUNITY

6.1. Indemnification. SBBC shall indemnify, hold harmless, and defend County, and all of the County’s current, past, and future officers, agents, and employees (collectively, “Indemnified County Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by SBBC, or any intentional, reckless, or negligent act or omission of SBBC or the OIG, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified County Party, SBBC shall, upon written notice from County, defend each Indemnified County Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney and approved by SBBC, such approval to not be unreasonably withheld, to defend the Indemnified County Party. Notwithstanding the foregoing, SBBC shall not indemnify any Indemnified County Party for the portion of any judgments imposing personal liability on any officer, employee, or agent of the OIG where such judgment is predicated on a finding that such officer, employee, or agent of the OIG acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

SBBC shall also indemnify, hold harmless, and defend the OIG, and all of the OIG’s current, past, and future officers, agents, and employees (collectively, “Indemnified OIG Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by SBBC or the OIG, or any intentional, reckless, or negligent act or omission of SBBC or OIG, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified OIG Party, SBBC shall, upon written notice from OIG, defend each Indemnified OIG Party with counsel satisfactory to OIG or, at OIG’s option, pay for an attorney selected by the OIG and approved by

SBBC, such approval to not be unreasonably withheld, to defend the Indemnified OIG Party. Notwithstanding the foregoing, SBBC shall not indemnify any Indemnified OIG Party for: (1) the portion of any judgments imposing personal liability on any officer, employee, or agent of the OIG where such judgment is predicated on a finding that such officer, employee, or agent of the OIG acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or (2) any negligent act or omission of the OIG, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement.

The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2. Governmental Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein shall constitute a waiver of Section 768.28, Florida Statutes, by any of the Parties or shall be construed as impacting or modifying the protections set forth therein. In addition, nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any contract. The Parties are political subdivisions as defined in Section 768.28, Florida Statutes, and each Party shall be fully responsible for the acts and omissions of its officers, agents, or employees to the extent required by applicable law. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7. MISCELLANEOUS

7.1. SBBC Website. SBBC will include a hyperlink to the OIG's Report Misconduct webpage (<https://www.broward.org/InspectorGeneral/ReportMisconduct/Pages/Default.aspx>) in a conspicuous location on SBBC's home page.

7.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and shall cooperate with each other in complying with any public records requests related to this Agreement.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Broward Office of the Inspector General,
Attn: Custodian of Public Records
1 N. University Drive, Suite 111
Plantation, FL 33324
OIGpublicrecords@broward.org
(954) 357-7873**

7.3. Third-Party Beneficiaries. The Parties do not intend to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.4. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for the County. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County [REDACTED]
Attn: [REDACTED]
115 South Andrews Avenue, Room [REDACTED]
Fort Lauderdale, Florida 33301
Email address: [REDACTED]

FOR SBBC:

Superintendent of Schools
The School Board of Broward County, Florida
600 S.E. Third Avenue – 10th Floor
Fort Lauderdale, FL 33301
Email address: [REDACTED]

With a Copy to:

General Counsel
The School Board of Broward County, Florida
600 S.E. Third Avenue – 11th Floor
Fort Lauderdale, FL 33301
Email address: [REDACTED]

FOR OIG:

Broward Office of Inspector General
Attn: Inspector General
1 N. University Drive, Suite 111
Plantation, FL 33324
Email address: InspectorGeneral@Broward.org

7.5. Assignment. Except as approved by all Parties by a duly approved written amendment to this Agreement, neither this Agreement nor any rights or interest hereto may be assigned, transferred, subcontracted, or encumbered without the prior written consent of the Parties. If

any Party violates this provision, in addition to any other rights available by applicable law, any other Party shall have the right to immediately terminate this Agreement.

7.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. A Parties' failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

7.7. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.8. Joint Preparation. This Agreement has been jointly prepared by the Parties as an arm's length transaction, and all Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and that doubtful language will not be construed more strictly against any Party.

7.9. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

7.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.11. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document

executed with the same or similar formality as this Agreement and by duly authorized representatives of County, the OIG, and SBBC.

7.12. Enforcement of Agreement. If the County or the OIG is required to prosecute or defend any action by court proceeding or otherwise relating to this Agreement, the Parties hereto agree to cooperate with each other in defense of this Agreement and SBBC shall be responsible for the attorneys' fees and costs of the County and the OIG to the extent permitted by applicable law.

7.13. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

7.14. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

7.15. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20__, The School Board of Broward County, Florida, signing by and through its _____, duly authorized to execute same; and The Broward County Office of Inspector General, signing by and through the Broward County Inspector General duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Oren Rosenthal (Date)
Senior Assistant County Attorney

OR/
SBBC IG ILA
02/14/2024
#1103336.1

INTERLOCAL AGREEMENT AMONG AND BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL, AND BROWARD COUNTY, FLORIDA, FOR THE PROVISION OF INSPECTOR GENERAL SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Lori Alhadeff, Chair

Date: _____

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

Broward County Office of Inspector General

By: _____
Authorized Signer

Carol J. Breece, Inspector General

_____ day of _____, 20__

Exhibit A
Scope of Services

The OIG shall provide the following inspector general services:

1. Services Summary

The OIG shall provide SBBC services consistent with the services it provides pursuant to Section 10.01 of the Broward County Charter.

2. Individuals and Entities Subject to OIG Authority

The OIG shall have the authority set forth in this Agreement over:

- (a) All elected and appointed officials and employees of The School Board of Broward County, Florida, also known as “School District Officials” and “School District Employees”; and
- (b) All entities and persons (other than employees of The School Board of Broward County, Florida) that provide goods or services to The School Board of Broward County, Florida under contract for compensation, but solely with respect to the provision of such goods or services.

For purposes of clarity, the following is a non-exhaustive list of covered School District Officials, School District Employees and entities covered by and excluded from the authority of the OIG:

INCLUSIONS

School Board-appointed or Superintendent-appointed members of groups, such as committees, boards, and councils, that (1) are delegated decision-making authority or (2) serve in an advisory capacity to one or more members of the School Board or the Superintendent.

All members of “competitive solicitation evaluation committees,” that are assembled to review, evaluate, and make recommendations upon a competitive solicitation.

EXCLUSIONS

Members of groups, such as committees, boards, and councils, who are not appointed by a School Board member or the Superintendent, such as “School-Allied Groups” (SAG), as defined herein, unless otherwise subject to the OIG’s authority by charter provision or specific inclusion through the terms of this agreement. A “School-Allied Group” is a group that acts to support a district school, such as the Parent Teachers Association (PTA), Parent Teacher Student Association (PTSA), Parent Teacher Organization (PTO), School Advisory Council (SAC), School Advisory Forum (SAF), and Booster Clubs, such as band, orchestral, choral, School Alumni Organization, and athletic programs. No other entity will be considered to be a SAG, except those listed or which are formed by a district school as a component of that district school’s educational functions.

3. Initial OIG Personnel Providing Inspector General Services to SBBC

- Investigations Manager (1 FTE)
- Special Agent (1 FTE)
- Senior Auditor (1 FTE)
- Assistant Legal Counsel (0.5 FTE)
- Special Agent (0.5 FTE)
- Investigative Support Specialist (0.5 FTE)
- Operations Manager (0.25 FTE)
- General Counsel (0.25 FTE)
- Deputy Inspector General (0.25 FTE)
- Audit and Contract/Procurement Oversight Manager (0.25 FTE)
- Intake Manager (0.25 FTE)
- Intake Coordinator (0.25 FTE)
- Inspector General (0.25 FTE)