

OFFICE OF THE INSPECTOR GENERAL
MIAMI-DADE COUNTY

MEMORANDUM OF UNDERSTANDING

RECITALS

This memorandum of understanding (MOU) confirms our agreement to provide dedicated resources to focus on the oversight of the Miami-Dade County Transit Agency (MDT). It is our mutual assessment that the dedication of Office of the Inspector General (OIG) resources is an excellent method to help prevent and detect fraud, waste, or other abuses within MDT and within contracts and programs funded, sponsored, administered or managed by MDT. The parties acknowledge that current and future contracts and programs funded, sponsored, and administered or managed by MDT require innovative oversight initiatives. The parties understand that, whenever possible, the OIG and MDT will work closely together to achieve these objectives.

TERMS

The parties agree to the following provisions:

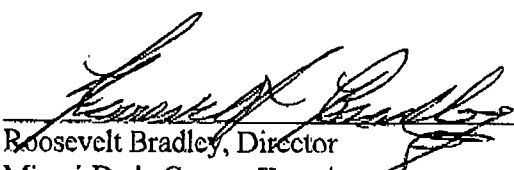
1. MDT will provide secure and adequate office space and furnishings at MDT, subject to the approval of the OIG, for use by the OIG.
2. Work performed by the OIG, pursuant to the terms of this agreement, may be performed at MDT, as described in paragraph (1) above, at the offices of the OIG, or at any such other place deemed appropriate by the OIG.
3. The OIG shall submit an invoice quarterly for all reimbursable expenses for work actually performed and expenses incurred for that quarter. Said quarterly reimbursement shall not exceed \$200,000 on an annual basis except through written consent of MDT and the OIG. Supporting documentation will accompany the invoice. At a minimum, the invoice and supporting documentation will identify:
 - a. Employee salary and benefits costs
 - b. Office supplies
 - c. Transportation costs
 - d. Capital assets/equipment (as defined by County rules) purchased
 - e. Other goods and services
 - f. Investigative expenses
 - g. Total reimbursable expenses for the subject time period

4. The OIG shall maintain documentation of all reimbursable activities. Only activities dedicated exclusively to MDT will be considered reimbursable. This documentation may include payroll records for personnel assigned full-time to MDT, work sheets with salary data for persons working part-time on MDT investigations and audits, original receipts or invoices for goods and services obtained to support MDT OIG Team activities, and investigative expenditure reports. Investigative expenditure reports may be used where the disclosure of specific goods and services being purchased would compromise investigative confidentiality.
5. Upon receipt of an OIG invoice, MDT shall remit to the OIG those monies due within 30 days. Payment shall be made by journal entry into a specified OIG revenue/index code, IGRMDTMOU, which has been established for this particular purpose.
6. Any capital assets required by the OIG shall be purchased by MDT and shall remain the property of MDT. These capital assets will be documented and annually inventoried as required by County procedures. Upon the termination of this agreement, the OIG shall return to MDT any capital assets purchased by MDT on behalf of the OIG.
7. Reimbursable expenditures referenced in paragraph (3) and the subsequent invoicing and payment for investigative, audit and oversight services rendered to MDT are hereby acknowledged to be separate and apart from any fees that may be collected from County contracts, within the jurisdiction of MDT, pursuant to Sec. 2-1076(d)(6) of the Code of Miami-Dade County.
8. Section 2-1076 of the Code of Miami-Dade County shall govern the conduct of all activities funded by this MOU. Nothing in this MOU shall be construed to limit the Inspector General's authority to hire staff, assign work, conduct investigations, perform audits or perform any other oversight duties at his or her sole discretion.
9. MDT shall immediately notify, orally or in writing, the OIG of any concerns, allegations or indications of fraud, waste, mismanagement or misconduct. The OIG shall undertake reviews, audits and investigations of these matters, as the Inspector General deems necessary. The OIG shall, when appropriate, inform MDT, or any other official, orally or in writing, of its findings and recommendations relative to such matters. The OIG may also, when appropriate, initiate inquiries or investigations in accordance with its statutory mandates and issue reports, as it deems necessary.
10. As appropriate, the OIG and MDT shall assist each other and cooperate on all OIG reviews and investigations of MDT's program and contracts. The OIG shall, to the extent feasible, propose and recommend alternate methods to MDT, assist MDT in establishing new processes and procedures, and provide constructive advice and opinion to help detect and prevent fraud and abuse.


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11. This agreement is effective as of the date signed below. Unless renewed, this agreement shall terminate on September 30, 2010. The parties may renew this agreement for five (5) additional one-year periods. This agreement may also be terminated for cause or because of the elimination or reduction of funding as set forth below:
- a. For Cause. Either OIG or MDT may terminate this agreement upon sixty (60) days notice if the other party fails to materially fulfill their obligations as defined above. Prior to termination under this clause, the party seeking termination must provide written notice of their intent to terminate and provide the other party with an opportunity to cure.
 - b. Elimination or Reduction of Funding. In the event MDT funding is eliminated or reduced for any reason to the extent that it cannot allocate sufficient funds to support the OIG's efforts, MDT may terminate this agreement by providing written notice of termination at least sixty (60) days prior to termination. However, if this agreement is terminated for cause or because of funding reductions, MDT shall promptly pay the OIG for all services performed, goods received and for all costs and uncancellable commitments reasonably incurred prior to the date of notice of termination.

THE FOREGOING IS AGREED TO:


Roosevelt Bradley, Director
Miami-Dade County Transit

1-11-06
Date


Christopher R. Mazzella, Inspector General
Miami-Dade County

1/11/06
Date

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