

RESOLUTION NO. 2018-30358

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CHIEF OF POLICE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, FOR THE PLACEMENT OF MIAMI BEACH POLICE OFFICERS AT MIAMI-DADE COUNTY PUBLIC SCHOOLS LOCATED WITHIN THE CITY OF MIAMI BEACH.

WHEREAS, the City of Miami Beach (the "City") and the School Board of Miami-Dade County (the "School Board") are responsible for addressing any foreseeable emergency situation(s) that might transpire or arise within those public schools located in the territorial jurisdiction of the City of Miami Beach; and

WHEREAS, the City and School Board acknowledge the real possibility of dangerous incidents and life-threatening occurrences upon School Board property, which will require immediate and dedicated law enforcement action in order to prevent and quell any of these perilous and unpredictable situations; and

WHEREAS, the City has agreed to devote its Police Officers in order to provide the School Board with essential support to ensure the safety and security of students, faculty and staff, and to protect the sanctity of the public schools in the City of Miami Beach; and

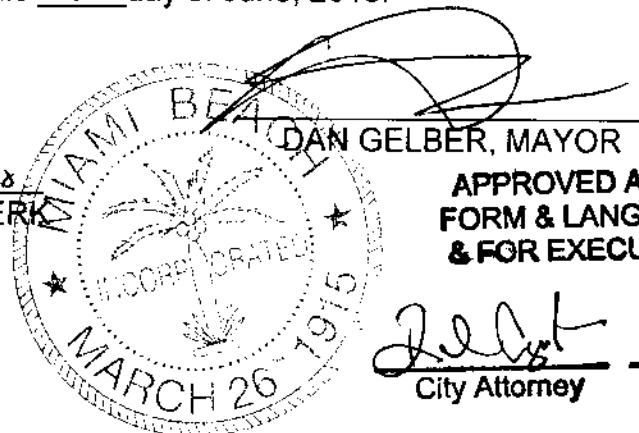
WHEREAS, the City and the School Board have embraced this partnership, and determined that entering into a Memorandum of Understanding will provide a visible deterrent to thwart criminal activity and yield an environment that is safe and conducive to learning for all students, faculty, staff and residents of the City.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby authorize the Mayor and Chief of Police to execute a Memorandum of Understanding between the City of Miami Beach and the School Board of Miami-Dade County, Florida, for the placement of Miami Beach Police Officers at Miami-Dade County Public Schools located within the City of Miami Beach.


PASSED and ADOPTED this 6 day of June, 2018.

ATTEST BY:


JUN 29 2018
RAFAEL E. GRANADO, CITY CLERK



**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**


City Attorney

6-5-18
Date

Memorandum of Understanding
School Based Law Enforcement Officers

THIS AGREEMENT, made and entered into this 6 day of JUNE, 2018, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("The School Board"), by and on behalf of The Miami-Dade Schools Police Department ("MDSPD") and the City of Miami Beach, Florida ("the City"), by and on behalf of the City of Miami Beach Police Department ("MBPD") (also referred to as "Law Enforcement Agency").

Intent

It is the intent of both parties to enter in to this MOU to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the City's placement of school-based MBPD law enforcement officers (SBLEOs) at Miami-Dade County Public Schools ("MDCPS") (the MBPD law enforcement officers placed at MDCPS shall hereinafter be referred to as "school based law enforcement officers" or "SBLEOs").

SBLEO Orientation

The MDSPD is responsible for providing an orientation for SBLEOs that will include information pertaining, but not limited to, MDCPS policies and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law. Every SBLEO is required to attend the orientation class prior to the start of the 2018-2019 school year.

Roles and Responsibilities of SBLEOs

1. The primary mission of the SBLEOs is to support the MDSPD by providing a visible deterrent to crime and a safe learning environment for all students and staff.
2. Non-criminal violations of student conduct is the responsibility of school administrators.
3. The Law Enforcement Agency and the assigned SBLEO shall abide by state and federal law and School Board Policies, including The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) (otherwise known as "FERPA"), which requires all student information be kept confidential and not disclosed to any third party. Also, The Law Enforcement Agency agrees to act in compliance with Chapter 119 of Florida Statutes.

4. SBLEOs shall adhere to the Law Enforcement Agency's Standard Operating Procedures/General Orders (written policies).
5. The Law Enforcement Agency is responsible for conducting use of force investigations involving their SBLEO.
6. SBLEOs are required to complete the SRO training course from the Florida Department of Law Enforcement ("FDLE") or the Florida Attorney General and the mental health crisis intervention training, as specified in Florida Statute Section 1006.12 by December 31, 2018. Law Enforcement Agencies may request an extension to fulfill the required course and training from the MDSPD Chief of Police.
7. School site administrators are responsible for all personnel at MDCPS school sites. As such, SBLEOs must work cooperatively with school site administration. SBLEOs must remain responsive to the chain of command within their Law Enforcement Agency, and the SBLEO's primary supervisor shall be designated by the Law Enforcement Agency.

Notifications

When the SBLEO learns of an incident which requires him/her to take lawful action, the SBLEO must call 305-995-2677 (COPS) and report all such incidents. These incidents may garner significant media attention; therefore, it is imperative MDSPD learn about such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. A MDSPD supervisor will advise the SBLEO if a MDSPD unit will respond to handle the call for service, or if the SBLEO is to proceed with the investigation. This will not preclude the SBLEO from taking immediate and necessary action during exigent circumstances. The SBLEO must also inform the school principal and/or designee of said action. Any other incident which may result in substantial media attention shall be reported by the SBLEO to MDSPD and school site administration.

Term of the MOU

Such activities are fully described herein below for a term commencing on June 1, 2018 and expiring three (3) years thereafter on May 31, 2021. Each party reserves the right to terminate this MOU without cause by giving thirty (30) days written notice to the other party.

The addresses for The School Board for all purposes under this MOU and for all noticed hereunder shall be:

The School Board: The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to: The Miami-Dade Schools Police Department
Attn: Interim Chief Edwin Lopez
3300 NW 27th Avenue
Miami, FL 33142

With a copy to: The School Board of Miami-Dade County, Florida
The School Board Attorney's Office
Attn: Walter J. Harvey, School Board Attorney
1450 NE 2nd Avenue, Suite 430
Miami, FL 33132

City of Miami Beach: Office of the City Manager
Attn: Jimmy Morales, City Manager
1700 Convention Center Drive, Fourth Floor
Miami Beach, FL 33139

With a copy to: City of Miami Beach Police Department
Attn: Chief Daniel J. Oates
1100 Washington Ave
Miami Beach, FL 33139

With a copy to: Office of the City Attorney
Attn: Raul J. Aguila, City Attorney
1700 Convention Center Drive, Fourth Floor
Miami Beach, FL 33139

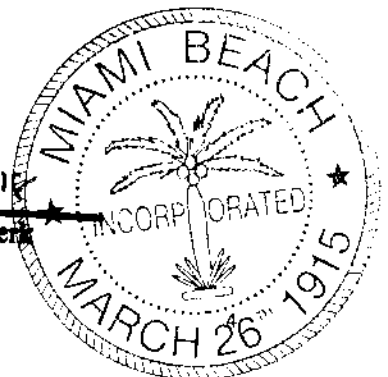
Indemnification and Duty of City to Defend

Subject to the limitations of Florida Statutes Section 768.28, the City of Miami Beach agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of its SBLEOs arising out of or in connection with the provisions of this MOU. Notwithstanding the preceding sentence, the School Board agrees and recognizes that the City of Miami Beach shall not be held liable or responsible for any claims or causes of action which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of the School Board or MDSPD, in which the City was a participant pursuant to the MOU.

<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: <u>[Signature]</u> <u>6/5/18</u> Alberto M. Carvalho, Date Superintendent of Schools or Designee</p>	<p>CITY OF MIAMI BEACH POLICE DEPARTMENT</p> <p>BY: <u>[Signature]</u> _____ Dan Gelber, Mayor Date</p>
<p>SUBMITTED BY:</p> <p><u>[Signature]</u> <u>06/01/18</u> Edwin Lopez, MDSPD Date Interim Chief of Police</p> <p>APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD</p> <p><u>[Signature]</u> <u>6/1/18</u> Assistant School Board Attorney Date</p>	<p>CITY OF MIAMI BEACH</p> <p><u>[Signature]</u> <u>6/6/18</u> Daniel J. Oates, Chief of Police Date</p>
<p>OFFICE OF RISK AND BENEFITS MANAGEMENT</p> <p><u>[Signature]</u> <u>6/4/18</u> Michael G. Fox, Risk and Benefits Officer Date</p>	<p>APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY</p> <p><u>[Signature]</u> <u>6-6-18</u> Raul Aguirre, City Attorney Date</p>

ATTEST:

[Signature] 6/6/18
 Rafael E. Granado, City Clerk



MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Raul J. Aguila, City Attorney
DATE: June 6, 2018

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CHIEF OF POLICE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, FOR THE PLACEMENT OF MIAMI BEACH POLICE OFFICERS AT MIAMI-DADE COUNTY PUBLIC SCHOOLS LOCATED WITHIN THE CITY OF MIAMI BEACH.

RECOMMENDATION

Pursuant to the request of Mayor Dan Gelber, the above-referenced Resolution is submitted for consideration by the City Commission at the June 6, 2018 City Commission meeting.

Legislative Tracking
Police

Sponsor
Mayor Dan Gelber

ATTACHMENTS:

- | | Description |
|---|--|
| □ | Reso - Mayor/Chief of Police to Execute MOU School Based Law Enforcement |
| □ | MOU School Based Law Enforcement |