

RESOLUTION NO. 2021- \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CHIEF OF POLICE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY (THE "SCHOOL BOARD"), WHICH SHALL PERMIT MIAMI BEACH POLICE OFFICERS TO PROVIDE LAW ENFORCEMENT ASSISTANCE TO THE SCHOOL BOARD, UPON REQUEST OF THE MIAMI-DADE SCHOOLS POLICE DEPARTMENT, FOR 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**, on June 6, 2018, pursuant to Resolution 2018-30358, the City and the School Board entered into a Memorandum of Understanding which provided for full-time placement of Miami Beach Police Officers at Miami-Dade County Public Schools located within the City of Miami Beach; and

**WHEREAS**, in 2019, the Florida Legislature passed the Marjory Stoneman Douglas High School Public Safety Act and allocated certain funds to the School Board, which has allowed the Miami-Dade Schools Police Department to assign and staff their own police officers at Miami-Dade County Public Schools; and

**WHEREAS**, nonetheless, the City and the School Board desire to continue their partnership, and enter into another Memorandum of Understanding, which will allow Miami Beach Police Officers to provide law enforcement assistance at Miami-Dade County Public Schools located within the City of Miami Beach, when properly requested by the Miami-Dade Schools Police Department; and

**WHEREAS**, the City of Miami Beach, by and through its Police Department, desires to enter into this Memorandum of Understanding in order to continue to assist 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.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, hereby authorize the Mayor and City Manager to execute a Memorandum of Understanding between the City of Miami Beach and the School Board of Miami-Dade County (the "School Board"), which shall permit Miami Beach Police Officers to provide law enforcement assistance to the School Board, upon request of the Miami-Dade Schools Police Department, for Miami-Dade County Public Schools located within the City of Miami Beach.

**PASSED and ADOPTED** this \_\_\_\_ day of July, 2021.

**ATTEST:**

\_\_\_\_\_  
Dan Gelber, Mayor

\_\_\_\_\_  
Rafael E. Granado, City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney

7-7-21  
\_\_\_\_\_  
Date

YL

## **Memorandum of Understanding**

### **School Liaison Officers**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("the School Board"), through The Miami-Dade Schools Police Department ("MDSPD") and the City of Miami Beach, through the Miami Beach Police Department ("MBPD"), together referred to as "the Parties."

#### **Intent**

It is the intent of both parties to enter into this Memorandum of Understanding ("MOU") to provide the roles and responsibilities of the MBPD and the MDSPD regarding the assistance of those MBPD School Liaison Officers ("SLOs") requested to provide law enforcement coverage services at Miami-Dade County Public Schools ("MDCPS").

#### **SLO Orientation**

The MDSPD is responsible for providing orientation to all SLOs, which shall 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 SLO is required to attend an orientation class prior to being allocated to a school site.

#### **Roles and Responsibilities**

1. The mission of the SLOs is to assist the MDSPD in deterring crime and creating a safe learning environment for all students and staff.
2. The MBPD will allocate an SLO to the requested MDCPS site, upon receipt of written notice provided to the MBPD no less than 24 hours in advance. Such notice shall be submitted by the MDSPD to the following MBPD personnel:

Richard Clements, Chief of Police  
1100 Washington Avenue  
Miami Beach, Florida 33139  
RickClements@miamibeachfl.gov

Mimi Pfrogner, Police Captain  
1100 Washington Avenue  
Miami Beach, Florida 33139  
MildredPfrogner@miamibeachfl.gov

3. The MBPD will confirm the coverage assignment to MDSPD by emailing Ms. Corina Putt at [cputt@dadeschools.net](mailto:cputt@dadeschools.net) prior to the start of the detail. The MDSPD may request coverage for the entirety of a school day at the determined MDCPS site. For the purposes of this MOU, a "school day" is defined as a weekday in which school is in regular session, from the hours of 7:00am to 3:00pm or 8:00am to 4:00pm, and shall not include recess days, legal holidays, teacher planning days, summer days or days in which no students are present at the school, as a result of distance learning, or otherwise.

4. Non-criminal violations of student conduct are the responsibility of school administrators. Notwithstanding the foregoing, the MBPD will continue to respond to any exigent and/or emergency situation(s) at those MDCPS, as required by state law and corresponding MBPD Standard Operating Procedures/General Orders.
5. The MBPD and the requested SLO shall abide by all applicable state and federal laws and School Board Policies, including The Family Education Rights and Privacy Act (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. Additionally, with regard to juvenile information obtained by MBPD, MBPD agrees to abide by Florida Statute Section 985.04 and any other applicable state and federal laws.
6. SLOs shall adhere to their respective MBPD's Standard Operating Procedures/General Orders.
7. The MBPD is responsible for conducting use of force investigations involving their SLOs.
8. SLOs are required to complete School Resource Officer (SRO) training, to be provided by MDSPD prior to the start of each school year, and mental health crisis intervention training (CIT), as specified in Florida Statute Section 1006.12. Each SLO participating in covering schools must, prior to the start of each school year, provide a copy of his/her CIT certificate as proof of completion of CIT to Ms. Corina Putt via email to [cputt@dadeschools.net](mailto:cputt@dadeschools.net).
9. School site administrators are responsible for all personnel at MDCPS school sites. As such, SLOs must work cooperatively with school administration. SLOs must remain responsive to the chain of command within the MBPD.
10. At the conclusion of each of the School Board's Fiscal Years 2021-2022, 2022-2023, and 2023-2024, the School Board shall provide the MBPD reimbursement of funds in the amount of Three Hundred Ninety Dollars and Seventy-Six cents (\$390.76) per day per school for which an SLO provides coverage. The City shall provide The School Board invoices for services completed. The School Board will only pay the City's invoices for services completed and for days where coverage was provided by MBPD. The School Board will not pay invoices for future and/or uncompleted services, regardless of the circumstances for non-completion.

#### **Force Majeure and Warranties**

The Parties shall not be responsible for interruptions of service due to forces of nature, war, manmade disasters or other such acts beyond the control of any the Parties.

### **Indemnification and Duty to Defend**

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement. Furthermore, each party agrees to indemnify the other party as set forth below.

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 the MBPD and/or its SLOs arising out of or in connection with the provisions of this MOU. Notwithstanding the preceding sentence, subject to the limitations of Florida Statutes Section 768.28, the School Board agrees to indemnify, hold harmless and defend MBPD 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 the School Board's employees arising out of or in connection with the provisions of this agreement.

### **Public Records**

Both parties understand the broad nature of Florida's public records laws and agree to comply with the laws related to record retention and disclosure, in accordance with Chapter 119, Florida Statutes.

### **Notifications**

When the SLO learns of an incident which requires him/her to take lawful action, the SLO must call 305-995-2677 (COPS) and report all such incidents. These incidents may garner significant media attention; therefore, it is imperative the MDSPD learn about such incidents from the SLO in an expedited manner so the MDSPD can make the appropriate notifications within the District. A MDSPD supervisor will advise the SLO if a MDSPD unit will respond to handle the call for service, or if the SLO is to proceed with the investigation. This will not preclude the SLO from taking immediate and necessary action during exigent circumstances. The SLO 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 SLO to MDSPD and school site administration. All reports generated in conjuncture with this term must be categorized as "Assist other Agency."

### **Term of the MOU**

Such activities are fully described herein below for a term concurrent with the School Board's Fiscal Year 2021-2022 through 2023-2024, which commences on August 1, 2021 and shall continue in full force and effect until three (3) years from the effective date of this Agreement unless terminated prior thereto by any or all of the parties herein. Under no circumstances may this Agreement be renewed, amended, or extended except in writing and executed by both parties.

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 agreement 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 2<sup>nd</sup> Avenue, Suite 912  
Miami, Florida 33132

With a copy to:           The Miami-Dade Schools Police Department  
Attn: Chief Edwin Lopez  
3300 NW 27<sup>th</sup> 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 2<sup>nd</sup> Avenue, Suite 430  
Miami, FL 33132

The addresses for the City of Miami Beach for all purposes under this agreement and for all noticed hereunder shall be:

City of Miami Beach:   Office of the City Manager  
Attn: Alina T. Hudak, City Manager  
1700 Convention Center Drive, Fourth Floor  
Miami Beach, FL 33139

With a copy to:       City of Miami Beach Police Department  
Attn: Richard Clements, Chief of Police  
1700 Convention Center Drive, Fourth Floor  
Miami Beach, FL 33139

With a copy to:       Office of the City Attorney  
Attn: Rafael Paz, Acting City Attorney  
1700 Convention Center Drive, Fourth Floor  
Miami Beach, FL 33139

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| <p align="center"><b>THE SCHOOL BOARD OF MIAMI-DADE<br/>COUNTY, FLORIDA</b></p> <p>BY: _____<br/> Alberto M. Carvalho <i>Date</i><br/> Superintendent of Schools or Designee</p>                                                                                                                                        | <p align="center"><b>CITY OF MIAMI BEACH</b></p> <p>BY: _____<br/> Alina T. Hudak <i>Date</i><br/> City Manager</p>                                                            |
| <p align="center"><b>SUBMITTED BY:</b></p> <p>_____<br/> Edwin Lopez <i>Date</i><br/> Chief of Police</p> <p align="center"><b>APPROVED AS TO FORM AND LEGAL<br/>SUFFICIENCY AS TO THE SCHOOL BOARD<br/>CONTINGENT UPON EXECUTION OF A<br/>WAIVER</b></p> <p>_____<br/> Assistant School Board Attorney <i>Date</i></p> | <p align="center"><b>APPROVED AS TO FORM AND LEGAL<br/>SUFFICIENCY AS TO LAW ENFORCEMENT<br/>AGENCY</b></p> <p>_____<br/> Rafael Paz <i>Date</i><br/> Acting City Attorney</p> |
| <p align="center"><b>OFFICE OF RISK AND BENEFITS<br/>MANAGEMENT</b></p> <p>_____<br/> Michael G. Fox <i>Date</i><br/> Risk and Benefits Officer</p>                                                                                                                                                                     | <p align="center"><b>MIAMI BEACH<br/>POLICE DEPARTMENT</b></p> <p>_____<br/> Richard Clements <i>Date</i><br/> Chief of Police</p>                                             |
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