



Council Report

776 N.E. 125 Street, North Miami, Florida 33161

To: The Honorable Mayor and City Council

From: Larry Juriga, Chief of Police

Date: June 26, 2018

RE: PROPOSED RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI, THROUGH THE NORTH MIAMI POLICE DEPARTMENT, AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE SCHOOLS POLICE DEPARTMENT ("MDSPD"), TO PROVIDE ADEQUATE LEVELS OF POLICE SERVICES.

RECOMMENDATION

That the City Council adopt a resolution authorizing the City of North Miami to enter into a Memorandum of Understanding with the School Board of Miami-Dade County.

BACKGROUND

Florida Statutes Section 23.1225 authorizes law enforcement agencies to voluntarily cooperate and assist other law enforcement agencies in matters of law enforcement.

It is to the advantage of the City of North Miami, through the North Miami Police Department, and the School Board of Miami-Dade County, through the Miami-Dade Schools Police Department, to receive and extend mutual aid in the form of law enforcement services and resources.

Attachments

Proposed Resolution

Proposed Memorandum of Understanding

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO PROVIDE FOR THE PLACEMENT OF SCHOOL BASED LAW ENFORCEMENT OFFICERS IN MIAMI DADE COUNTY PUBLIC SCHOOL SITES; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the entering into of mutual aid agreements between law enforcement agencies is authorized by Chapter 23, Florida Statutes, Florida Mutual Aid Act; and

WHEREAS, the City of North Miami and the School Board of Miami-Dade County are desirous of entering into a Memorandum of Understanding with each other to provide for the placement of school based law enforcement officers in Miami Dade County Public School sites; and

WHEREAS, the primary mission of School Based Law Enforcement Officers is to provide a visible deterrent to crime and security related incidents, to conduct pre-approved law related education courses and to provide general supervision of traffic on school grounds; and

WHEREAS, the Mayor and City Council believe that a Memorandum of Understanding agreement for this purpose will benefit the residents of the City and should be entered into with the School Board of Miami-Dade County.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Approval of Memorandum of Understanding Agreement.** The City Council hereby approves the Memorandum of Understanding agreement between the City of North Miami and the School Board of Miami-Dade County, attached hereto as “Exhibit 1”.

Section 2. **Authority of City Manager.** The City Manager is authorized to execute the Memorandum of Understanding agreement attached as “Exhibit 1” with the School Board of Miami-Dade County.

Section 3. Effective Date. This Resolution will be effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2018.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	_____ (Yes)	_____ (No)
Vice Mayor Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilman Scott Galvin	_____ (Yes)	_____ (No)
Councilman Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilman Alix Desulme	_____ (Yes)	_____ (No)

Memorandum of Understanding
School Based Law Enforcement Officers

THIS AGREEMENT, made and entered into this ____ day of _____, _____, 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 North Miami through North Miami Police Department (also referred to as “Law Enforcement Agency”) (“MOU”).

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 placement of school based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools (“MDCPS”). The Law Enforcement Agency will assist MDSPD with compliance with the Marjory Stoneman Douglas High School Public Safety Act.

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 (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as “FERPA”) which requires all student information be kept confidential not disclosed to any third party. Also, The Law Enforcement Agency understands the broad nature of Florida’s Public Records Laws and agrees to act in compliance with Chapter 119 of Florida Statutes.
4. SBLEOs shall adhere to their respective 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 administration. SBLEOs must remain responsive to the chain of command within their respective Law Enforcement Agency and his/her 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 the MDSPD learn about such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. It will be mutually agreed upon between the agencies who will proceed with the investigation. The MDSPD will retain primary law enforcement responsibility and will have the right to take over any 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 Agreement 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

Indemnification and Duty to Defend

Subject to the limitations of Florida Statutes Section 768.28, the Law Enforcement Agency 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 negligent acts of the Law Enforcement Agency and/or its SBLEOs arising out of or in connection with the provisions of this MOU.

<p align="center">THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Alberto M. Carvalho, <i>Date</i> Superintendent of Schools or Designee</p>	<p align="center">LAW ENFORCEMENT AGENCY</p> <p>BY: _____ North Miami Police Department <i>Date</i> Chief of Police</p>
<p align="center">SUBMITTED BY:</p> <p>_____ Edwin Lopez, MDSPD <i>Date</i> Interim Chief of Police</p> <p align="center">APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD</p> <p>_____ Assistant School Board Attorney <i>Date</i></p>	<p align="center">APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY</p> <p>_____ Attorney <i>Date</i></p> <p>_____ City Manager <i>Date</i></p>
<p align="center">OFFICE OF RISK AND BENEFITS MANAGEMENT</p> <p>_____ Michael G. Fox, Risk and Benefits Officer <i>Date</i></p>	