

To: The Honorable Mayor and City Council

From: Leonard Burgess, Interim Chief of Police 

Date: April 8, 2014

RE: Memorandum of Understanding with the School Board of Miami-Dade County

RECOMMENDATION

That the City Council adopt a resolution authorizing the City of North Miami to enter into a Memorandum of Understanding (MOU) 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 a law enforcement nature.

It is to the advantage of the City of North Miami and the School Board of Miami-Dade County to provide parameters and the roles and responsibilities of the Law Enforcement Agency and Miami-Dade County Public Schools, school site administrators, and the Miami-Dade Schools Police Department ("MDSPD") regarding the placement of the school-based law enforcement officers ("SBLEO") in MDCPS sites.

ATTACHMENTS

Proposed Resolution
Proposed MOU

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; 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 Mayor and City Council of the City of North Miami, Florida, hereby approve 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 hereby 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 shall become 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 April, 2014.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau	_____ (Yes)	_____ (No)
Vice Mayor Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

Memorandum of Understanding
School Based Law Enforcement Officers

THIS AGREEMENT, made and entered into this 12th day of February, 2014, by and between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida whose principal place of business is 1450 NE 2nd Avenue, Miami, Florida 33132 hereinafter referred to as MDCPS, and the City of North Miami, a municipal corporation of the State of Florida, whose principal place of business is 776 N.E. 125th Street, North Miami, FL 33161 hereinafter referred to as CITY.

Article I

It is the intent of both parties to enter into this Memorandum of Understanding to provide parameters and the roles and responsibilities of the CITY's Law Enforcement Agency, the North Miami Police Department ("NMPD"), and Miami-Dade County Public Schools, school site administrators, and the Miami-Dade Schools Police Department ("MDSPD") regarding the placement of the School-based law enforcement officers ("SBLEO") in MDCPS sites.

Article II

Roles and Responsibilities of SBLEO's

1. MDCPS will be responsible for providing access to pre-determined school sites to the SBLEO's. The primary mission of SBLEO's is to provide a visible deterrent to crime and security-related incidents and to conduct pre-approved law-related education courses and to provide general supervision of traffic on school grounds while on MDCPS school sites.
2. SBLEO's must be certified in the FDLE approved School Resource Officer course and a MDSPD and City/County approved anti-bullying course prior to being assigned to an MDCPS site. In addition, SBLEO's must also satisfactorily complete a MDCPS SBLEO Orientation session and a critical incident response training session facilitated by MDSPD, prior to being assigned to an MDCPS site. SBLEO's must have served in a full time law enforcement capacity for a minimum of three (3) years.

3. School Code of Conduct violations and the routine discipline of students remains the responsibility of school administrators.
4. SBLEO's must strictly adhere to MDCPS policies and procedures to include, but not limited to, tobacco use, student confidentiality and other applicable policies and procedures, while on MDCPS schools sites and their contiguous areas. SBLEO's and their respective City/County law enforcement agencies are responsible for conducting their respective SBLEO use of force investigations that occur on MDCPS sites.
5. The MDSPD is the primary law enforcement agency for all MDCPS sites and as such shall be contacted when any official law enforcement action will be, has or is planned to be taken on MDCPS properties. All law enforcement related incident reports shall be prepared by MDSPD unless extenuating circumstances are present. Therefore, law enforcement actions, including but not limited to arrests, citations, ticketing, or court referrals, are only undertaken by MDSPD officials. SBLEO's should take appropriate action for incidents that involve criminal behavior or when necessary to protect the safety of students, staff, or visitors from the threat of immediate harm upon which they shall notify MDSPD and the matter shall be turned over to MDSPD unless extenuating circumstances exist.
6. MDSPD is responsible for the following:
 - Handling requests for calls for service in and around schools;
 - Conducting comprehensive safety and security assessments;
 - Assisting school administrators in the development of safety plans based on the National Incident Management System (NIMS);
 - Incorporating Crime Prevention Through Environmental Design (CPTED) concepts as appropriate to enhance school safety;
 - Responding to unauthorized persons on school property;
 - Serving as a liaison between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws;
 - Serving as a member of a multi-disciplinary school team to refer students to professional services within both the school and community;
 - Incident reports;
 - Conducting law related education course.
 - Other applicable SRO and school-based law enforcement duties.
7. The school site administrator shall be afforded the opportunity to interview and select potential SBLEO's that shall be assigned to their respective MDCPS school sites.
8. The school site administrator will ensure that staff cooperates with SBLEO's with regards to their determined roles and responsibilities. The school site

administrator shall coordinate the duty hours and any special assignments for all SBLEO's on their respective MDCPS sites. The school site administrator is responsible for all personnel at MDCPS school sites. SBLEO's' primary supervisor shall be designated by the City/County Law Enforcement agency. SBLEO's shall remain responsive to the chain of command of the CITY/County law enforcement agency. SBLEO's are expected to adhere to reasonable requests by school site administrators.

9. The MDSPD strictly adheres to Federal privacy laws, including the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and civil rights and other Public Records laws. The MDSPD Records Unit (RU) and the Police Information Officer (PIO) are the only entities within the Department authorized to receive public record requests, and to compile or release Department records or police reports under State of Florida public record law, Chapter 119. All public record requests received by SBLEO'S shall be forwarded to the MDSPD PIO for processing. At no time are educational records released by any SBLEO'S for any reason.
10. SBLEO's understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. SBLEO's further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq. SBLEO's shall regard all student information as confidential and will not disclose the student information to any third party.
11. All SBLEO'S shall adhere to their respective department Standard Operating Procedures/General Orders (written policies) at all times while on MDCPS sites.
12. SBLEO'S may be replaced when a MDCPS school site administrator feels that the SBLEO is not effectively performing his/her duties and responsibilities. In such a case, the MDCPS school site administrator will memorialize the reasons for the replacement request in writing to designated administrator in the MDSPD. MDSPD administration and City/County law enforcement agency administrators shall collaboratively finalize the replacement request in order to provide the most harmonious working atmosphere for the school site.

Article III

Term of the Agreement

Such activities are fully described herein below for a term commencing on March 1, 2014 and expiring three (3) years thereafter on February 28, 2017. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the CITY.

Article IV

Entire Agreement

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

Article V

Governing Law; Venue

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All parties shall be responsible for their own attorneys' fees.

<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <p>_____ (Name Typed)</p> <p>Date: _____</p> <p>SUBMITTED BY:</p> <p>Chief Ian Moffett – Signature Date</p>	<p>CITY OF NORTH MIAMI</p> <p>BY: _____ Signature</p> <p>Name: _____ (Stephen E. Johnson) (City Manager) (Date)</p> <p>ATTEST:</p> <p>Signature: _____ (Michael A. Etienne, Esq.) (City Clerk) (Date)</p>
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**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
(as to the City):**

City Attorney - Signature Date

Risk Management Signature Date