

Memorandum



DATE: July 8, 2010

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(I)(1)(A)

FROM: George M. Burgess
County Manager

SUBJECT: Mutual Aid Agreement Between Miami-Dade County and the School Board of Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or the County Mayor's designee to renew the law enforcement Mutual Aid Agreement (Agreement) between Miami-Dade County and the School Board of Miami-Dade County. The resolution authorizes the execution of amendments, renewals, extensions and contains a cancellation provision. The Agreement will be effective upon execution and will expire on January 1, 2015. The current Agreement expired on January 1, 2010.

Scope

The Agreement will provide countywide services.

Fiscal Impact/Funding Source

Mutual aid agreements, by Florida Statute Chapter 23, Part 1, require that the County bear responsibility for the cost of providing mutual aid services by the Miami-Dade Police Department (MDPD) to the School Board of Miami-Dade. When the MDPD responds to a mutual aid request from the School Board, it is for assistance during a law enforcement incident and/or investigation. This is generally an emergency response. The MDPD would be responsible for personnel costs and related equipment costs, at a minimum vehicles and the associated fuel.

Track Record/Monitor

The Agreement will be administered and monitored by Ms. Janet Lewis, Senior Bureau Commander of the MDPD Legal Bureau and Gus Knoepfler, Chief Financial Officer of the MDPD.

Background

Pursuant to Florida Statutes Chapter 23, Part 1, Florida Mutual Aid Act, Miami-Dade County has the authority to enter into a mutual aid agreement for law enforcement services with other law enforcement agencies in the State of Florida. The Miami-Dade County Public School Board Police Department enforces the laws of Florida on school board property. The MDPD and the Miami-Dade Schools Police Department have agreed to enter into this Agreement that provides for collaborative assistance during law enforcement incidents and investigations in order to better serve the area residents, school students and employees.

This Agreement enumerates the various conditions, situations or responsibilities under which mutual aid may be requested and rendered regarding police operations. The document provides for the Miami-Dade Schools Police Department to have continuing police authority to respond to those law enforcement incidents involving their students and employees, requesting assistance from the MDPD during a law enforcement incident and/or investigation as needed. Upon approval by the Board, the MDPD will coordinate appropriate execution of the Agreement with the School Board of Miami-Dade County.

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: July 8, 2010

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(A)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(I)(1)(A)

Veto _____

7-8-10

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN MIAMI-DADE COUNTY AND SCHOOL BOARD OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, Pursuant to Florida Statutes, Chapter 23, Part 1, approves the execution of a Mutual Aid Agreement for law enforcement services between Miami-Dade County and the School Board of Miami-Dade County, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement for and on behalf of Miami-Dade County, and to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the agreement.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|----------------------|---------------------------------|
| | Dennis C. Moss, Chairman |
| | Jose "Pepe" Diaz, Vice-Chairman |
| Bruno A. Barreiro | Audrey M. Edmonson |
| Carlos A. Gimenez | Sally A. Heyman |
| Barbara J. Jordan | Joe A. Martinez |
| Dorrian D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Ben Simon

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE SCHOOL
BOARD OF MIAMI-DADE COUNTY FOR VOLUNTARY
COOPERATION AND OPERATIONAL ASSISTANCE**

WHEREAS, it is the responsibility of the government of Miami-Dade County, Florida, and the School Board of Miami-Dade County, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami-Dade Police Department or the Miami-Dade Schools Police Department, and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Miami-Dade; and

WHEREAS, Miami-Dade County and the School Board of Miami-Dade County, Florida, have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the School Board of Miami-Dade County, through the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement.
2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. **Definitions:**
 - a. Chief executive officer: Either the County Mayor of Miami-Dade County, or his or her designee, or the Superintendent of the Miami-Dade School Board, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each entity. Subsequent to the execution by the executive official, this Agreement shall be filed with the Clerk of the Court for Miami-Dade County, and the appropriate Miami-Dade School Board office. The Agreement may be amended at any time by filing subsequent Amendments, which will be subject to the same approval process, and shall thereafter become a part of this Agreement.
 - b. Agency or participating law enforcement agency: Either the Miami-Dade Police Department or the Miami-Dade Schools Police Department.
 - c. Agency head: Either the Director of the Miami-Dade Police Department, or the Director's designees; and the Chief of Police of the Miami-Dade Schools Police Department or the Chief's designees.
 - d. Certified law enforcement employee: Any law enforcement employee

certified as provided in Chapter 943, Florida Statutes.

SECTION I. TERMS AND PROCEDURES

1. Operations:

- a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.
- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

2. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating police department, including certified

law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits

apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. Indemnification: Each party engaging in any mutual cooperation and assistance pursuant to this agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such mutual cooperation and assistance pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

4. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or

settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

5. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY

1. **Command:** The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.
2. **Conflicts:** Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.
3. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint.

The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

- a. The identity of the complainant;
- b. an address where the complaining party can be contacted;
- c. the specific allegation; and;
- d. the identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the participating municipalities and Miami-Dade County, Florida, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and

rendered regarding police operations pursuant to the agreement. The list includes, but is not necessarily limited to, dealing with the following:

Voluntary:

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Joint multi-jurisdictional marine interdiction operations.
6. Security and escort duties for dignitaries.

Operational:

7. Hostage, barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
12. Any natural, technological or manmade disaster.
13. Emergency situations in which one agency cannot perform its functional objective.

14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.
15. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
16. Terrorist activities including, but not limited to, acts of sabotage.
17. Escapes from or disturbances within detention facilities.

SECTION IV. ADDITIONAL LAW ENFORCEMENT PROVISIONS OF THE MUTUAL AID AGREEMENT

Current Jurisdiction: The authority and jurisdiction of Miami-Dade

Schools Police Department law enforcement officers is defined in §1006.12, Fla. Stat. (2009), which allows officers to make arrests for violations of the law on district school board property and to arrest persons whether on or off such property, who violate any law on such property under the same conditions that deputy sheriffs are authorized to make arrests. The officers are also commissioned for the protection and safety of school personnel, property, and students within the school district. In compliance with this Statute and under the authority of the Mutual Aid Agreement heretofore entered into by the School Board and Miami-Dade County, Florida, it is hereby declared that the following list comprises additional provisions of a law enforcement nature regarding voluntary cooperation pursuant to the agreement. The list includes, but is not necessarily limited to, dealing with the following:

1. The participating law enforcement agencies agree that the Miami-Dade Schools Police Department shall have continuing police authority to respond to those law

enforcement incidents which occur on School Board District property. This police authority shall be exercised in connection with incidents that occur on roadways and property adjacent to and abutting School Board property and incidents that occur in plain view of a School Board police officer within 1,000 feet of school property.

2. The participating law enforcement agencies agree that the Miami-Dade Schools Police Department shall have continuing police authority to enforce all of the traffic laws of the state pursuant to state law.
3. The participating law enforcement agencies agree that the Miami-Dade Schools Police Department shall have continuing police authority to respond to law enforcement incidents at all school-related events involving school students and School Board employees occurring at property or facilities located outside the established jurisdiction above which are under the guidance, supervision, regulation or control of the School Board.
4. The participating law enforcement agencies agree that the Miami-Dade Schools Police Department shall have no other police authority in connection with property or facilities not owned or controlled by the School Board except: as established in paragraphs 1 and 2 above; as authorized by law; or in emergency situations occurring within unincorporated Miami-Dade County. Emergency situations shall mean those situations that present imminent threats of bodily injury to the citizens of Miami-Dade County, school students, School Board employees, or any law enforcement officer.

SECTION V. PROCEDURES FOR REQUESTING MUTUAL AID

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2010

George Burgess, County Manager
Miami-Dade County, Florida

James K. Loftus, Director
Miami-Dade Police Department

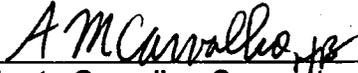
ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

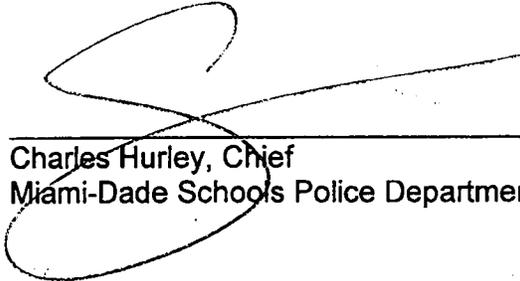
Harvey Ruvin, County Clerk
Miami-Dade County, Florida

R. A. Cuevas, Jr., County Attorney
Miami-Dade County, Florida

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BY:



Alberto Carvalho, Superintendent
Miami-Dade County Public Schools



Charles Hurley, Chief
Miami-Dade Schools Police Department

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



Walter J. Harvey, School Board Attorney
Miami-Dade County Public Schools

6/10/2010
Date