

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and retroactively authorizing the County Mayor to execute a Memorandum of Understanding ("MOU") with the School Board of Miami-Dade County providing for the assignment of Miami-Dade Police Department officers to serve as School Based Law Enforcement Officers ("SBLEO") on an as needed basis during the 2022-2023 school year; further authorizing the County Mayor to exercise the renewal, amendment, and cancellation provisions contained therein

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Community Safety and Security Committee.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: February 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Resolution Retroactively Approving the Terms and Authorizing the Execution of a Memorandum of Understanding Between the School Board of Miami-Dade County and Miami-Dade County Providing for School Based Law Enforcement Officers

Executive Summary

This item approves the terms and authorizes the execution of a Memorandum of Understanding between the School Board of Miami-Dade County (School Board) and Miami-Dade County (County) providing for the assignment of Miami-Dade Police Department (MDPD) officers to serve as School Based Law Enforcement Officers (SBLEO) at Miami-Dade County Public School (MDCPS) facilities, which ensures compliance with provisions of the Marjory Stoneman Douglas High School Public Safety Act.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the County Mayor or County Mayor's designee's action of executing the Memorandum of Understanding (MOU) between the School Board and the County, allowing the MDPD to provide the School Board with MDPD sworn personnel to serve as SBLEOs during the 2022-2023 school year. The term of the MOU begins on August 17, 2022, and will expire on June 7, 2023, unless terminated earlier.

Scope

The MOU provides for Countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee's action of executing the MOU is retroactively authorized. The County Mayor or County Mayor's designee is further authorized to exercise the renewal, cancellation, and amendment provisions contained therein.

Fiscal Impact/Funding Source

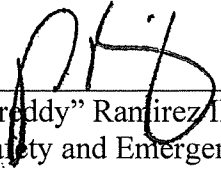
The School Board agrees to reimburse the County for any and all costs incurred by the County in connection with the assignment of MDPD officers to serve as SBLEOs at Miami-Dade County Public School (MDCPS) facilities, including, but not limited to, salary and fringes for both on-duty and overtime assignments. As such, there is no fiscal impact to the County.

Track Record/Monitor

To ensure compliance, the Assistant Director of MDPD's Police Services, and Assistant Director Gustavo Knoepffler, of MDPD's Departmental Services, will track and monitor the MOU.

Background

The Marjory Stoneman Douglas High School Public Safety Act required each district school board and school district superintendent to cooperate with law enforcement agencies to assign one or more safe-school officer(s) at each school facility within its district. The County, through the MDPD, has partnered with the School Board since 2018 to ensure compliance. During the 2022 legislative session, the Florida Legislature amended the Act, requiring safe-school officers that are sworn law enforcement officers to complete mental health crisis intervention training. As such, the MOU was updated to reflect the applicable statutory changes. MDPD sworn personnel will serve as SBLEOs at MDCPS facilities on an as needed basis, as requested by the School Board.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

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

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
2-7-23

RESOLUTION NO. _____

RESOLUTION APPROVING THE TERMS OF AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY PROVIDING FOR THE ASSIGNMENT OF MIAMI-DADE POLICE DEPARTMENT OFFICERS TO SERVE AS SCHOOL BASED LAW ENFORCEMENT OFFICERS (“SBLEO”) ON AN AS NEEDED BASIS DURING THE 2022-2023 SCHOOL YEAR; FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE THE RENEWAL, AMENDMENT, AND 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:

Section 1. Approves the terms of and retroactively authorizes the County Mayor or County Mayor’s designee to execute the Memorandum of Understanding with the School Board of Miami-Dade County, providing for the assignment of Miami-Dade Police Department officers to serve as School Based Law Enforcement Officers at Miami-Dade County Public School facilities.

Section 2. Authorizes the County Mayor or County Mayor’s designee to exercise the renewal, amendment, and cancellation provisions contained therein.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of February, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

LUIS G. MONTALDO, CLERK AD INTERIM

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Anita Viciano Zapata

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY
AND
MIAMI-DADE COUNTY
FOR
SCHOOL BASED LAW ENFORCEMENT OFFICERS
FOR THE 2022-2023 SCHOOL YEAR

This Memorandum of Understanding ("MOU") is entered into by and between The School Board of Miami-Dade County, Florida ("School Board"), a political subdivision of the State of Florida, by and through its police department, the Miami-Dade Schools Police Department ("MDSPD"), and Miami-Dade County ("County"), a political subdivision of the State of Florida, by and through its police department, the Miami-Dade Police Department ("MDPD"). The School Board and the County will be referred to collectively as the Parties.

This MOU supersedes any prior agreement between the parties.

1. PURPOSE

- A. The purpose of this MOU is to provide the School Board with MDPD sworn personnel to serve as School Based Law Enforcement Officers ("SBLEOs"), in compliance with school safety requirements, outlined in section 1006.12, Florida Statutes, which require the assignment of one or more safe-school officers at each school within a school district, herein, Miami-Dade County Public Schools (MDCPS).
- B. This MOU authorizes MDPD to assign its sworn law enforcement officers to school sites within the MDCPS so that the School Board remains in compliance with the requirements of section 1006.12, Florida Statutes, and the "Marjory Stoneman Douglas High School Public Safety Act," until a time when the School Board has sufficient MDSPD officers to serve as SBLEOs at all school sites within the MDCPS. In addition, this MOU defines the roles and responsibilities of the Parties hereto.

1. **RESPONSIBILITIES OF MDSPD AND/OR THE SCHOOL BOARD**

MDSPD agrees:

- A. That SBLEOs shall not be responsible for investigating non-criminal violations of student conduct.
- B. To respond to calls for service which occur on MDCPS property. If a MDSPD unit is not available via dispatch, an MDPD unit will be assigned to the call.
- C. To conduct investigative follow-ups for all criminal violations except homicide, sexual battery, and bomb threat investigations that occur on MDCPS property.
- D. For the School Board's Fiscal Year 2022-2023 (July 1, 2022 – June 30, 2023), to completely reimburse the County for any and all costs incurred by the County in connection with the assignment of MDPD officers to serve as SBLEOs at MDCPS facilities, including, but not limited to, salary and fringes for both on-duty and overtime assignments. MDCPS will be billed monthly, and payment will be required within 30 days of receipt.

2. **RESPONSIBILITIES OF MDPD**

The MDPD agrees:

- A. To ensure that all MDPD officers assigned as SBLEOs have completed crisis intervention training (CIT), as specified in section 1006.12, Florida Statutes, prior to their assignment as SBLEOs. Each SBLEO participating in covering schools shall, prior to reporting for duty as SBLEO, provide a copy of his/her CIT certificate to the respective MDPD Off-Duty Coordinator as proof of completion of CIT.
- B. To ensure all threats occurring on any MDCPS campus, including threats made against individuals or the school entity, are reported to MDSPD, as specified in 1006.13(4) (a) Florida Statutes.
- C. To provide a high visibility presence at assigned schools on all regular school days for the protection and safety of school personnel, property, students and visitors. 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.

- D. To comply with all state and federal laws, and the written policies of the Parties.
- E. To be responsible for handling all complaints against MDPD employees, to include conducting use of force investigations.
- F. To work cooperatively with school administration at assigned MDCPS school sites.
- G. To supervise its SBLEO via the MDPD chain of command.

The County Agrees:

- H. That, during the term of the MOU, the County will assign MDPD officers to serve as SBLEOs at MDCPS facilities as requested by the MDSPD Chief of Police or his designee.
- I. That, during the term of the MOU, at least one SBLEO shall be present at each designated facility during the entirety of each regular school day unless otherwise requested.

3. NOTIFICATIONS

Pursuant to 1006.07(9), the District is required to report all incidents occurring on the school campus related to safety and discipline and does so through MDSPD generated police reports. Upon learning of an incident which requires him/her to take lawful action and/or write a police report, the SBLEO must call 305-995-2677 (COPS) and report such incident. A MDSPD supervisor will advise the SBLEO and a MDSPD unit will respond to handle the call for service and write a police report, unless otherwise determined. It is imperative the MDSPD learn about such incidents from the SBLEO in an expedited manner so MDSPD can document the incident and make the appropriate notifications within the district. Nothing in the above is intended to impede the SBLEO from taking immediate and necessary action during exigent circumstances. At an appropriate time, the SBLEO will 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. All reports generated in conjunction with this term must be categorized as "Assist other Agency."

4. FORCE MAJEUR 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 of the Parties.

5. INDEMNIFICATION

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 MOU.

6. NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this MOU.

7. TERM

This MOU shall become effective on August 17, 2022, and unless terminated or cancelled on an earlier date, will expire on June 7, 2023.

8. AMENDMENT

All amendments shall be made in writing and signed by the Parties. In the case of the County, the County Mayor or the County Mayor's designee are authorized to amend this Agreement. In the case of the School Board, the Superintendent of Schools or the Superintendent's designee are authorized to amend this MOU.

9. CANCELLATION AND RENEWAL

Each party reserves the right to cancel this MOU without cause by giving thirty (30) days' written notice to the other party. In the case of the County, the County Mayor or the County Mayor's designee are authorized to cancel this MOU. In the case of the School Board, the Superintendent of Schools or the Superintendent's designee are authorized to cancel this

MOU. This MOU may be renewed, upon written consent of the parties, for up to two (2) terms of one year each.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their respective and duly authorized officers on the day and year written below.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



~~Jose L. Suarez~~ Date 9/21/22
Superintendent of Schools or Designee **Jose Bueno**
Designee

SUBMITTED BY:



Edwin Lopez Date 9/13/2022
Chief, Miami-Dade Schools Police Department

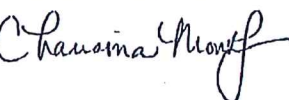
APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD



Assistant School Board Attorney Date 9/14/22 *subject to executed waiver

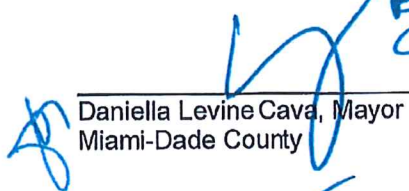
OFFICE OF RISK AND BENEFITS MANAGEMENT



Michael G. Fox, Risk and Benefits Officer Date 9/13/2022

Procurement Management Services
9/13/22

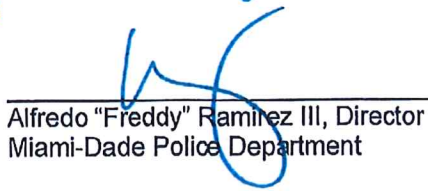
MIAMI-DADE COUNTY

Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response
9/1/2022 Officer



Daniella Levine Cava, Mayor
Miami-Dade County

Date

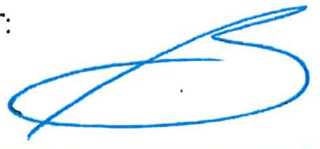


Alfredo "Freddy" Ramirez III, Director
Miami-Dade Police Department

Date

8/26/22

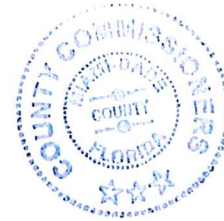
ATTEST:



Harvey Ruvlin, County Clerk
Miami-Dade County, Florida

Date

9/1/2022



APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Please see attached

Anita Viciano Zapata
Assistant County Attorney
Miami-Dade County, Florida

Date

8/25/22