

Walter J. Harvey, School Board Attorney

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

**COMMITTEE: INNOVATION, EFFICIENCY & GOVERNMENTAL RELATIONS**

**LINK TO STRATEGIC FRAMEWORK: SCHOOL/DISTRICT LEADERSHIP**

Since January 13, 1999, The School Board has directed the Superintendent to enter into various costs-neutral agreements with other local governments for mutual aid in law enforcement services, in accordance with, among other things, the following directions:

- Jurisdiction to be defined as roadways adjacent to or near district-controlled property.
- School-police activity concerning matters dealing with students and staff.
- School-police officers to be authorized to issue traffic citations to violators within jurisdiction as defined within the mutual aid agreements.

The Mutual Aid Agreement, by Florida Statute Chapter 23, Part 1, requires the County to bear responsibility for the cost of providing mutual aid services by the Miami-Dade Police Department ("MDPD") to The School Board of Miami-Dade County. 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.

Under the Agreement, The Miami-Dade County Public School Board Police Department enforces the laws of Florida on or near School Board-controlled property. This Agreement enumerates the various conditions, situations, or responsibilities under which mutual aid may be requested and rendered regarding police operations. The Agreement provides for the Miami-Dade School Police Department to have continuing police authority to respond to those law enforcement incidents involving their students

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and employees, requesting assistance from the MDPD during a law enforcement incident and/or investigation as needed.

The Chief of the Division of School Police, Superintendent's designee, and School Board Attorney's Office have negotiated the Mutual Aid Agreement all within the above specifications.

On July 7, 2010, the Miami-Dade County Commission unanimously approved the attached Mutual Aid Agreement to continue ensuring the public safety of Miami-Dade County residents proving adequate levels of police services to address any foreseeable routine or emergency situation. Revised

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, approve and ratify the attached law enforcement Mutual Aid Agreement between Miami-Dade County and The School Board for voluntary cooperation and operational assistance.

**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

which 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