

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 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 School Board of Miami-Dade County Commission unanimously approved the attached Mutual Aid Agreement ("Agreement") with Miami-Dade County to continue ensuring the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation.

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

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

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION VI. EFFECTIVE DATE

This Agreement shall be in effect from date of signing, through and including, January 1, 2015. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VII. CANCELLATION

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this 17th day of July, 2010

George Burgess
George Burgess, County Manager
Miami-Dade County, Florida

James K. Loftus
James K. Loftus, Director
Miami-Dade Police Department

ATTEST:

Harvey Ruvyn
Harvey Ruvyn, County Clerk
Miami-Dade County, Florida



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BY:

Alberto Carvalho
Alberto Carvalho, Superintendent
Miami-Dade County Public Schools

Charles Hurley
Charles Hurley, Chief
Miami-Dade Schools Police Department

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Miami-Dade County Public Schools

6/10/2010
Date