

**RESOLUTION NO. 2018-082**

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA RATIFYING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HIALEAH, FLORIDA AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, FOR THE PLACEMENT OF CITY OF HIALEAH POLICE DEPARTMENT OFFICERS AT MIAMI-DADE COUNTY PUBLIC SCHOOLS LOCATED WITHIN THE CITY OF HIALEAH, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

**WHEREAS**, the City of Hialeah (the "City") and the School Board of Miami-Dade County (the "School Board") are responsible for addressing emergency situations that might transpire or arise within those public schools located in the City of Hialeah; and

**WHEREAS**, the City and School Board acknowledge the real possibility of dangerous incidents and life-threatening occurrences upon School Board property which will require law enforcement action in order to prevent, deter, and quell any of these situations; and

**WHEREAS**, the City has agreed to devote its Police Officers in order to provide the School Board with essential support to ensure the safety and security of students, faculty, and staff of the public schools in the City of Hialeah; and

**WHEREAS**, the City and the School Board have embraced this partnership, and determined that it is in the best interest of the citizens of the City and Miami-Dade County to enter into a Memorandum of Understanding that provides a visible crime deterrent and promotes an environment that is safe and conducive to learning.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA**, hereby ratify the execution of a Memorandum of Understanding between the City of Hialeah and the School Board of Miami-Dade County, Florida, for the placement of City of Hialeah Police Officers at Miami-Dade County Public Schools located within the City of Hialeah.

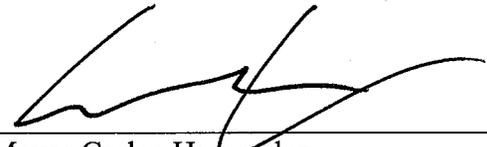
PASSED AND ADOPTED this 28 day of August, 2018.

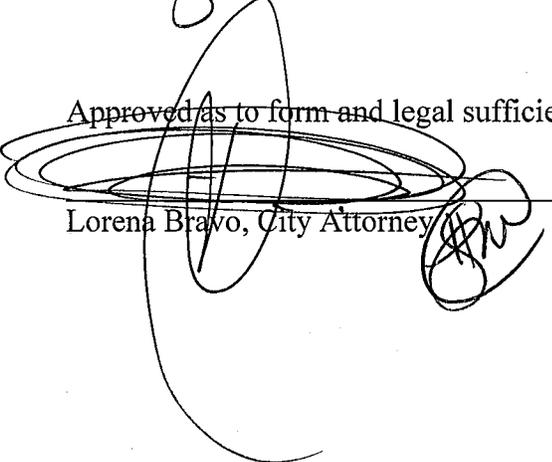
  
\_\_\_\_\_  
Vivian Casals-Muñoz  
Council President

Attest:

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

 for \_\_\_\_\_  
Marbelys Fatjo, City Clerk

  
\_\_\_\_\_  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:  
  
\_\_\_\_\_  
Lorena Bravo, City Attorney

Resolution was adopted by a 4-0-3 vote with Councilmembers, Casáls-Munoz, Hernandez, Caragol, and Cue-Fuente voting "Yes" and with Councilmembers Zogby, Lozano and Garcia-Martinez absent.

**Memorandum of Understanding  
School Based Law Enforcement Officers**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (“The School Board”), by and on behalf of The Miami-Dade Schools Police Department (“MDSPD”) and City of Hialeah (“the City”), by and on behalf of the City of Hialeah Police Department (also referred to as “HPD” or “Law Enforcement Agency”).

**Intent**

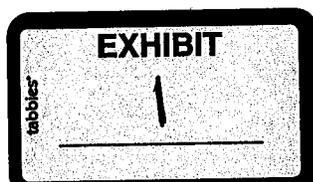
It is the intent of both parties to enter in to this this Memorandum of Understanding (“MOU”) to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the City’s placement of HPD school-based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools (“MDCPS”).

**SBLEO Orientation**

The MDSPD is responsible for providing an orientation for SBLEOs that will include information pertaining, but not limited to, MDCPS policies and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law. Every HPD SBLEO officers shall be trained by Hialeah Police Department using the information obtained during the orientation session.

**Roles and Responsibilities of SBLEOs**

1. The primary mission of the SBLEOs is to support the MDSPD by providing a visible deterrent to crime and a safe learning environment for all students and staff.
2. Non-criminal violations of student conduct are the responsibility of school administrators.
3. The Law Enforcement Agency and the assigned SBLEO shall abide by state and federal law and School Board Policies, including The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as “FERPA”), which requires all student information be kept confidential and not disclosed to any third party. Also, The Law Enforcement Agency agrees to act in compliance with Chapter 119 of Florida Statutes.
4. SBLEOs shall adhere to the Law Enforcement Agency’s Standard Operating Procedures/General Orders (written policies).
5. The Law Enforcement Agency is responsible for handling all complaints against HPD SBLEOs, to include conducting use of force investigations.
6. School site administrators are responsible for all personnel at MDCPS school sites. As such, SBLEOs must work cooperatively with school site administration. SBLEOs must remain responsive to the chain of command within their respective Law Enforcement Agency, and his/her primary supervisor shall be designated by the Law Enforcement Agency.



7. The Miami-Dade County School Board Police Department “MDSPD” shall respond to calls for service which occur on Miami-Dade County Public School Property. If a MDSPD unit is not available via dispatch, a HPD unit will be assigned to the call. The MDSPD shall conduct investigative follow-up for all criminal violations except homicide that occur on Miami- Miami-Dade County Public School Property. HPD shall provide cooperation and assistance when necessary.
8. For the School Board’s Fiscal Year 2018-2019 (July 1, 2018 – June 30, 2019), the School Board shall provide the City with funding in the amount of Thirty-Five Thousand Eighty-Eight and 00/100 Dollars (\$35,088.00) per “SCHOOL/FACILITY NAME” in the below chart to which the City has agreed by way of initial in the corresponding column HPD SBLEO ASSIGNED (INITIAL)” to assign a HPD SBLEO, or School-Based Law Enforcement Officer, as more fully described in the MOU. The total funding provided to the City shall not exceed one-third (1/3) of the School Board’s total funding provided to all cities entering into a Memorandum of Understanding with the School Board for this purpose.
- 9.

LOC #	SITE TYPE	SCHOOL/ FACILITY NAME	ADDRESS	HPD SBLEO ASSIGNED (INITIAL)
1521		Amelia Earhart Elementary	5987 EAST 7 Avenue Hialeah, FL	
5021		Ben Sheppard Elementary	5700 WEST 24 Avenue Hialeah, FL	
1921		Flamingo Elementary	701 EAST 33 Street Hialeah, FL	
2361		Hialeah Elementary	550 EAST 8 Street Hialeah, FL	
0481		James H Bright Elementary/J.W. Johnson Elementary	2530 WEST 10 Avenue Hialeah, FL	
1481		John G Dupuis Elementary	1150 WEST 59 Place	
5711		Mae M Walters Elementary	650 WEST 33 Street Hialeah, FL	
3141		Meadowlane Elementary	4280 W 8 Avenue Hialeah, FL	
3901		North Hialeah Elementary	4251 EAST 5 Avenue Hialeah, FL	

3981		North Twin Lakes Elementary	625 WEST 74 Place Hialeah, FL	
4241		Palm Lakes Elementary	7450 WEST 16 Avenue Hialeah, FL	
4261		Palm Springs Elementary	6304 EAST 1 Avenue Hialeah, FL	
5201		South Hialeah Elementary	265 E 5 Street Hialeah, FL	
5601		Twin Lakes Elementary	6735 WEST 5 Place Hialeah, FL	
3001		West Lakes Preparatory Academy	13835 NW 97TH Avenue Hialeah, FL	
3421		M.A. Milam K-8 Center	6020 West 16th Avenue Hialeah, FL	

10. The City hereby agrees and provides assurances that the City will use the funding provided by the School Board exclusively toward its fulfillment of assigning SBLEOs to the Schools indicated and otherwise completing its performance under the MOU during the School Board's Fiscal Year 2018-2019.

**Notifications**

When the SBLEO learns of an incident which requires him/her to take lawful action, the SBLEO must call 305-995-2677 (COPS) and report all such incidents. These incidents may garner significant media attention; therefore, it is imperative MDSPD learn about such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. This will not preclude the SBLEO from taking immediate and necessary action during exigent circumstances. The SBLEO must 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.

**Term of the MOU**

Such activities are fully described herein below for a term concurrent with the School Board's Fiscal Year 2018-2019, which commences on July 1, 2018 and expires one (1) year thereafter on June 30, 2019, with the option of two (2) separate 1-year renewals for the School Board's Fiscal Year 2019-2010 (July 1, 2019 through June 30, 2020) and the School Board's Fiscal Year 2020-2021 (July 1, 2020 through June 30, 2021) upon written agreement of the parties. Each party

reserves the right to terminate this MOU without cause by giving thirty (30) days written notice to the other party.

The addresses for The School Board for all purposes under this MOU and for all notices hereunder shall be:

The School Board:                   The School Board of Miami-Dade County, Florida  
Attn: Alberto M. Carvalho, Superintendent  
1450 NE 2<sup>nd</sup> Avenue, Suite 912  
Miami, Florida 33132

With a copy to:                    The Miami-Dade Schools Police Department  
Attn: Chief Edwin Lopez  
3300 NW 27<sup>th</sup> Avenue  
Miami, FL 33142

With a copy to:                    The School Board of Miami-Dade County, Florida  
The School Board Attorney's Office  
Attn: Walter J. Harvey, School Board Attorney  
1450 NE 2<sup>nd</sup> Avenue, Suite 430  
Miami, FL 33132

The addresses for the City for all purposes under this MOU and for all notices hereunder shall be:

City of Hialeah:                    Mayor Carlos Hernandez  
501 Palm Avenue  
4<sup>th</sup> Floor  
Hialeah, FL 33010

With a copy to:                    City of Hialeah Police Department  
Attention: Chief Sergio Velazquez  
5555 East 8 Avenue  
Hialeah, FL 33013

With a copy to:                    The City of Hialeah Law Department  
Attention: Lorena Bravo, City Attorney  
501 Palm Avenue  
4<sup>th</sup> Floor  
Hialeah, FL 33010

**Mutual Indemnification and Duty to Defend**

Each party to this MOU 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.

That is, subject to the limitations of Florida Statutes Section 768.28, the City agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the City, the Law Enforcement Agency and/or its SBLEOs arising out of or in connection with the provisions of this MOU.

Subject to the limitations of Florida Statutes Section 768.28, the School Board agrees to indemnify, hold harmless and defend the City from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the School Board's employees arising out of or in connection with the provisions of this agreement.

**Amendment**

As a new mandated initiative and due to the high priority of public safety services, it may be necessary to revise the terms outlined herein and such revisions may require that this MOU be amended. All amendments shall be made in writing and signed by the Parties. In the case of the City of Hialeah, the City of Hialeah mayor or his designee is authorized to amend this agreement.

(SIGNATURE PAGE TO FOLLOW)

<p align="center"><b>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</b></p> <p>BY: _____  Alberto M. Carvalho,  <i>Date</i>  Superintendent of Schools or Designee</p>	<p align="center"><b>[CITY OF HIALEAH]</b></p> <p>BY: _____  Carlos Hernandez <i>Date</i>  Mayor</p>
<p align="center"><b>SUBMITTED BY:</b></p> <p>BY: _____  Edwin Lopez, MDSPD  <i>Date</i> Chief of Police</p> <p align="center"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD</b></p> <p>BY: _____  Assistant School Board Attorney <i>Date</i></p>	<p align="center"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY</b></p> <p>BY: _____  Lorena Bravo <i>Date</i>  City Attorney </p>
<p align="center"><b>OFFICE OF RISK AND BENEFITS MANAGEMENT</b></p> <p>BY: _____  Michael G. Fox, Risk and Benefits Officer  <i>Date</i></p>	<p align="center"><b>LAW ENFORCEMENT AGENCY]</b></p> <p>BY: _____  Sergio Velazquez, HPD <i>Date</i>  Chief of Police</p>