



# VILLAGE OF KEY BISCAIYNE

## Office of the Village Manager

*Village Council*

### MEMORANDUM

**Michael W. Davey**, Mayor  
**Allison McCormick**, Vice Mayor

**Luis Laredo**  
**Edward London**  
**Brett Moss**  
**Katie Petros**

**Ignacio J. Seguro**

*Village Manager*

**Andrea M. Agha**

DATE: October 29, 2019

TO: Honorable Mayor and Council Members

FROM: Andrea Agha, Village Manager

RE: Mutual Aid Agreements (MOU) between Miami-Dade Schools Police Department and Village of Key Biscayne.

### Recommendation

Approve the amendment to the Mutual Aid Agreements signed on January 22<sup>nd</sup>, 2019 between the Village of Key Biscayne and Miami-Dade Schools Police Department (MDSPD).

### Background

The Village of Key Biscayne Police Department has a history of working alongside the Miami-Dade Schools Police Department (MDSPD), and with the advent of the newly initiated school-based Law Enforcement Officers (SBLEOs) program, the Village of Key Biscayne has recently integrated police officers within its schools. As a result of this initiative, the MDSPD will reimburse and provide the Village with the appropriate funding for each school that has an assigned SBLEO.

The Village has full discretion to provide requests for mutual aid made by Miami-Dade Schools Police Department, the support is entirely voluntary. No party to the agreements is required or expected to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing mutual aid.

The first amendment of the MOU is as follows:

On Page 3 of the MOU is hereby amended to read as follows:

### 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. A MDSPD supervisor will



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## Office of the Village Manager

advise the SBLEO if a MDSPD unit will respond to handle the call for service, or if the SBLEO is to proceed with the investigation. 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. All reports generated in conjuncture with this term must be categorized as "Assist other Agency."

The payment provision in Paragraph 8 on Page 2 of the MOU is hereby amended to read as follows:

8. For the School Board's Fiscal Year 2019-2020 the School Board shall provide the Village with funding in the amount of Seventy Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$70,337.00) per School for which an SBLEO is assigned as indicated in the chart below.

**RESOLUTION NO. 2019- \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A FIRST AMENDMENT AND RENEWAL OF A MEMORANDUM OF UNDERSTANDING WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR SCHOOL-BASED LAW ENFORCEMENT OFFICERS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in response to the horrendous events that took place on February 14, 2018 at Marjory Stoneman Douglas High School in Parkland, Florida, Governor Rick Scott signed the “Marjory Stoneman Douglas High School Public Safety Act” into law on March 9, 2018 (the “Act”); and

**WHEREAS**, among other things, the Act amended Section 1006.12, Florida Statutes to provide that “each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district”; and

**WHEREAS**, in 2018, the School Board of Miami-Dade County (the “School Board”) and the Village of Key Biscayne (the “Village”) entered into a Memorandum of Understanding (the “MOU”) for the purpose of providing the roles and responsibilities of the Village and the School Board regarding the Village’s placement of a school-based law enforcement officer at the Key Biscayne K-8 located within the Village; and

**WHEREAS**, the Village and the School Board are desirous of renewing the MOU for the 2019-2020 school year and amending certain terms of the MOU related to notifications and payment, all as provided in the First Amendment and Renewal to the MOU (the “First Amendment”) in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Village Council desires to authorize the Village Manager to execute the First Amendment; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.** **Approval.** That the First Amendment, in substantially the form attached hereto as Exhibit “A,” is approved.

**Section 3.** **Authorization.** That the Village Manager is hereby authorized to execute the First Amendment, in substantially the form attached hereto as Exhibit “A,” subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER MEDINA, CMC  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

**First Amendment and Renewal to the Memorandum of Understanding  
for School Based Law Enforcement Officers**

This First Amendment and Renewal ("First Amendment"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, 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 The Village of Key Biscayne ("the Village"), by and on behalf of the Key Biscayne Police Department ("KBPD") (also referred to as "Law Enforcement Agency") (collectively referred to as the "Parties").

WHEREAS, the Parties entered in to a Memorandum of Understanding ("MOU") on February 28, 2019 for the placement of school-based law enforcement officer (SBLEOs) at Miami-Dade County Public Schools ("MDCPS") for the 2018-2019 school year.

WHEREAS, the Parties wish to exercise the renewal option in the MOU and extend the MOU to the 2019-2020 fiscal year.

WHEREAS, the Parties wish to amend the notification and payment provisions of the MOU as provided in this First Amendment.

THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties do hereby agree as follows :

1. The payment provision in Paragraph 8 on Page 2 of the MOU is hereby deleted in its entirety and replaced with the following:
  
8. For the School Board's Fiscal Year 2019-2020, the School Board shall provide the Village with funding in the amount of Seventy Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$70,337.00) per School for which an SBLEO is assigned as indicated in the chart below. Funding will be provided to the Village as a one-time payment no later than ten (10) days from the execution of this MOU.

LOCATION #	SCHOOL/FACILITY NAME	ADDRESS
2741	Key Biscayne K-8 Center	150 West McIntyre Street Key Biscayne, FL 33149

2. The Notification provision on Page 3 of the MOU is hereby deleted in its entirety and replaced with the following:

**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. A MDSPD supervisor will advise the SBLEO if a MDSPD unit will respond to handle the call for service, or if the SBLEO is to proceed with the investigation. 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. All reports generated in conjuncture with this term must be categorized as "Assist other Agency."

3. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the MOU, the terms and provisions of this First Amendment shall control.
4. Except as otherwise specifically set forth herein, the MOU is hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
5. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed electronic copy of this First Amendment shall have the same force and effect as an original hereof.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this First Amendment as of the date first set forth above.

<p style="text-align: center;"><b>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</b></p> <p>BY: _____  Alberto M. Carvalho, <span style="float: right;"><i>Date</i></span>  Superintendent of Schools or Designee</p>	<p style="text-align: center;"><b>VILLAGE OF KEY BISCAYNE</b></p> <p>BY: _____  Andrea Agha, Village Manager <span style="float: right;"><i>Date</i></span></p>
<p style="text-align: center;"><b>SUBMITTED BY:</b></p> <p>BY: _____  Edwin Lopez, MDSPD <span style="float: right;"><i>Date</i></span>  Chief of Police</p> <p style="text-align: center;"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD</b></p> <p>BY: _____  Assistant School Board Attorney <span style="float: right;"><i>Date</i></span></p>	<p style="text-align: center;"><b>KEY BISCAYNE POLICE DEPARTMENT</b></p> <p>BY: _____  Charles R. Press, Chief of Police <span style="float: right;"><i>Date</i></span></p>
<p style="text-align: center;"><b>OFFICE OF RISK AND BENEFITS MANAGEMENT</b></p> <p>BY: _____  Michael G. Fox, Risk and Benefits Officer <span style="float: right;"><i>Date</i></span></p>	<p style="text-align: center;"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY</b></p> <p>BY: _____  Weiss Serota Helfman Cole &amp; Bierman, P.L. <span style="float: right;"><i>Date</i></span></p>