

6. Consideration of the School Resource Officer Program agreement with Pineapple Cove Classical Academy (Palm Bay) for the 2024-2025 school year.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Mariano Augello, Chief of Police

DATE: July 18, 2024

RE: Consideration of the School Resource Officer Program agreement with Pineapple Cove Classical Academy (Palm Bay) for the 2024-2025 school year.

SUMMARY:

Attached is an agreement between Pineapple Cove Classical Academy – Palm Bay (located at 6162 Minton Rd NW) and the City of Palm Bay for a School Resource Officer (SRO) program during the 2024 – 2025 school year. This agreement provides for the availability of Palm Bay Police Department (PBPD) to provide an SRO through the Police Department's Off Duty Detail program in the event the school's assigned School Security Specialist from the Brevard County Guardian Program is unavailable. The agreement includes an exhibit which outlines the goals of the School Resource Officer program.

This agreement shall be effective August 12, 2024, with an expiration date of May 27, 2025.

REQUESTING DEPARTMENTS:

Police

FISCAL IMPACT:

There is no fiscal impact for this agreement. In the event the Palm Bay Police Department Off Duty Detail program is utilized, payment for the detail will be recorded as a reimbursement to the respective division's off duty detail line item (1411) and administrative fees from that detail will be recorded in Special Detail Revenues (G/L Account# 001-0000-342-1005).

STAFF RECOMMENDATION:

Motion to approve and authorize the City Manager to execute the agreement with the Pineapple Cove Classical Academy – Palm Bay for the School Resource Officer program for the 2024 – 2025 school year.

Honorable Mayor and Members of the City Council

Legislative Memorandum

Page | 2

ATTACHMENTS:

1. 2024-2025 SRO Pineapple Cove-Palm Bay Agreement

AGREEMENT

THIS AGREEMENT, is entered into and made effective this 12th day of August 2024, irrespective of when signed, by and between **THE CITY OF PALM BAY, FLORIDA**, hereinafter called the “**CITY**,” and **PINEAPPLE COVE CLASSICAL ACADEMY- PALM BAY**, hereinafter called the “**CHARTER**,” each individually a “**Party**,” collectively “**Parties**.”

WITNESSETH:

WHEREAS, the CITY and the CHARTER desire to assign a School Resource Officer (“SRO”) to the school campus on each school day during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the CITY and the CHARTER believe that this partnership will improve communication among local law enforcement entities, including the City of Palm Bay Police Department for the CHARTER’s staff members, as well as the faculty and students attending the school and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this AGREEMENT.
2. This AGREEMENT shall be effective commencing August 12, 2024, and terminate on May 27, 2025, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on May 27, 2025, this Agreement may be renewed by the Parties for successive one-year periods (commencing on or about August 1st and ending on or about June 1st of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew, and any renewal can only occur upon the written agreement of the Parties. Either Party may terminate this AGREEMENT upon thirty (30) days’ written notice to the other Party. Any termination of this AGREEMENT that results in overpayment to the CITY will result in the return of funds to the CHARTER equal to the proportionate amount of time remaining in the AGREEMENT.

3. The CITY, through the Palm Bay Police Department, shall when requested by the CHARTER, assign a SRO who is a sworn law enforcement officer, to work on a specified school day, consistent with the School Board of Brevard County's teacher work calendar. This will be coordinated through the Palm Bay Police Department's Off-duty detail coordinator. Every effort will be made to provide a SRO to CHARTER for that school day, but staffing cannot be guaranteed as it will be considered an off-duty detail.
4. The parties agree that "school day" includes the time of student arrival, between class breaks, all lunch periods, and after school during and through the conclusion of school dismissal. Any additional extra duty assignment requests; i.e., extracurricular events outside of normal school hours, CHARTER will request an extra duty detail assignment.
5. The parties agree that at all times the SRO is on campus of the CHARTER, he/she is a City of Palm Bay Police Department officer and shall remain exclusively in the course and scope of employment with the CITY, and responsible only to the CITY and Palm Bay Police Department chain of command.
6. The CHARTER agrees to reimburse the CITY for hourly personnel expenditures, a fixed rate of \$50.00 an hour, exclusive of benefits, associated with the assignment of the SRO, on a biweekly basis. This reimbursement will be due and owing with the commencement of this Agreement.
7. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO. CHARTER agrees to provide an appropriate workspace on the school campus.
8. CHARTER staff or any employee under the jurisdiction of the CHARTER shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Principal or designee to the Chief of Police or designee.
9. Should the SRO witness inappropriate or unacceptable activity on campus, he/she will immediately report the incident to the CHARTER school administration and, as appropriate, take any necessary law enforcement action. Both Palm Bay Police Department and CHARTER administrative procedures

shall be followed. In the event of a policy conflict, the parties agree that Palm Bay Police Department policy and procedure will prevail.

10. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the Palm Bay Police Department policy and procedure will be followed.
11. At all material times, the SRO shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
12. To the extent permitted by law, CHARTER shall indemnify, defend, hold harmless free from liability, the CITY, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which the CITY may become obligated to pay by reason of the services contemplated in this Agreement except if caused by the sole negligence of the CITY.
13. Nothing in this Agreement shall be construed to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.
14. The CITY and the CHARTER agree to follow the goals and guidelines stipulated in the attached Exhibit I, which is incorporated by reference herein and made a part hereof.
15. This AGREEMENT and respective Exhibit I, constitute the entire agreement between the CITY and the CHARTER and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This AGREEMENT supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this AGREEMENT and respective Exhibits I and II.
16. No provision of this AGREEMENT may be changed or modified except by written agreement signed by the Parties.
17. This AGREEMENT is for the benefit of CITY and the CHARTER. No other person is intended to be a beneficiary under this AGREEMENT. No employee of the CITY, CHARTER or Palm Bay Police Department shall derive any

property right in his/her employment not otherwise enjoyed by such employee, by virtue of this AGREEMENT. Furthermore, neither the CHARTER nor the CITY assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this AGREEMENT.

18. The Parties acknowledge that, by the signing of this AGREEMENT, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this AGREEMENT, and no approvals or consents of any persons other than the Parties are necessary in connection with this AGREEMENT.
19. The Parties shall not assign nor transfer their respective obligations under this AGREEMENT, but this AGREEMENT shall continue in full force and effect and shall be binding on the Parties' respective successors.
20. The CITY has designated the City Manager and Chief of Police and the CHARTER has designated the _ for the purpose of implementing the terms of this AGREEMENT.
21. To the extent that any provision of this AGREEMENT shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this AGREEMENT, and the validity and enforceability of the remainder of such provision, if any, and of this AGREEMENT shall be unaffected.
22. This AGREEMENT shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this AGREEMENT or that otherwise arises out of this AGREEMENT, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.
23. This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
24. The Parties acknowledge that many of their communications and documentation pertaining to this AGREEMENT may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section

119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this AGREEMENT, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

IF THE CHARTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CHARTER SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY City Clerk, Terese Jones) AT 321-952-3400 OR AT EMAIL: terese.jones@palmbayflorida.org OR AT ADDRESS: City of Palm Bay, Legislative Department, 120 Malabar Road SE, Palm Bay, FL 32907, (ATTENTION: RECORDS).

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this AGREEMENT below on the date specified below, but in all events effective August 12, 2024.

CITY OF PALM BAY, FLORIDA

**PINEAPPLE COVE CLASSICAL
ACADEMY- PALM BAY**

BY _____

BY _____

Dated: _____, 2024

Dated: _____, 2024

Approved as to form:

Approved as to form:

Dated: _____, 2024

Dated: _____, 2024

Attachments: Exhibit I

Exhibit I

SCHOOL RESOURCE OFFICER PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;
2. To develop and promote positive relationships between students and law enforcement officers;
3. To foster a better understanding of law enforcement officers in the community;
4. To develop positive concepts of law enforcement;
5. To identify and prevent delinquent behavior through counseling and referral;
6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
8. To provide information about crime prevention;
9. To enhance knowledge of the fundamental concepts and structure of the law; and
10. To provide materials and consultative assistance to teachers and parents on various law education topics.