

8. Consideration of the School Resource Officer Program agreement with Odyssey Charter Junior/Senior High School 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 Odyssey Charter Junior/Senior High School for the 2024-2025 school year.

### SUMMARY:

Attached is an agreement between the Odyssey Charter School Junior/Senior High and the City of Palm Bay for the School Resource Officer (SRO) Program for the 2024 – 2025 school year. This agreement includes one (1) SRO assigned to the Odyssey Charter School Jr/Sr High campus located at 1350 Wyoming Dr SE, Palm Bay, FL 32909. This agreement continues the SRO Program and is effective August 12, 2024, and expires on June 27, 2025. This agreement includes Exhibits I and II with terms relating to program goals and guidelines for School Resource Officers.

The MOU commits \$72,000 for one SRO to the City (an increase of \$3,500 per SRO compared with last year). The estimated cost for this SRO position in the FY25 budget is \$95,000.

### REQUESTING DEPARTMENTS:

Police

### FISCAL IMPACT:

Odyssey Charter School Jr/Sr High will contribute a flat fee of \$72,000 towards the SRO program to cover salary, benefits, and associated personnel costs for this position. The reimbursement will be received in two separate installments, and deposited as revenue into G/L Account# 001-0000-342-1006. Any overage for the cost of this position will be covered within the Police Department's FY25 approved budget.

### STAFF RECOMMENDATION:

Motion to approve and authorize the City Manager to execute the agreement with the Odyssey Charter School Jr/Sr High for the School Resource Officer program for the 2024 – 2025 school year.

Honorable Mayor and Members of the City Council

Legislative Memorandum

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**ATTACHMENTS:**

1. 2024-2025 Palm Bay Agreement for SRO Odyssey w-amendment

## **AGREEMENT**

**THIS AGREEMENT**, is entered into and made effective this 12<sup>th</sup> day of August 2024, irrespective of when signed, by and between **THE CITY OF PALM BAY, FLORIDA**, hereinafter called the “**CITY**,” and **ODYSSEY CHARTER SCHOOL**, 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 June 27, 2025, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 27, 2025, this Agreement may be renewed by the Parties for successive one-year periods (commencing on or near August 1<sup>st</sup> and ending on or near June 30<sup>th</sup> 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 assign a SRO who is a sworn law enforcement officer, to work on each school day, consistent with the School Board of Brevard County's teacher work calendar
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 a flat fee of Seventy-two thousand and 00/100 Dollars (\$72,000.00) per SRO for the salary, benefits, and associated costs of the CITY. This reimbursement will be invoiced in two separate installments.
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. The CITY may also, as part of the consideration provided in this Agreement, provide training to CHARTER personnel regarding safely crossing students and parents and directing traffic on streets adjoining the CHARTER.
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. The CHARTER agrees that it waives any claim whatsoever and shall indemnify and hold harmless free from Liability, the CITY, its officers, agents, or employees related to any potential training that the CITY provides as it relates to the training discussed in paragraph Seven (7).
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 Exhibits I and II, which are incorporated by reference herein and made a part hereof.
15. This AGREEMENT and respective Exhibits I and II 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 Site Administrator 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](mailto: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 10, 2023.

**CITY OF PALM BAY, FLORIDA**

**ODYSSEY CHARTER SCHOOL**

BY \_\_\_\_\_

BY \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024

Approved as to form:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024

Attachments:      Exhibit I  
                            Exhibit II

## **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.
10. To provide materials and consultative assistance to teachers and parents on various law education topics.

## **Exhibit II**

### **SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES**

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
5. The SRO will engage with students in the following ways: during student arrival, between class breaks and during lunch periods, and during and through the conclusion of school dismissal.
6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a substantial portion of the school day, the SRO shall notify the Principal and provide the Principal with a means of contacting the SRO or the appropriate law enforcement agency.
7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as

appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will exclusively be followed.
9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop, support, and cultivate an understanding of the SRO program.
10. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.
11. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:
  - A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.
  - B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security, will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.
  2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.
12. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedures should be followed:
- A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.
  - B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.
  - C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.
13. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department's Internal Affairs function.

14. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.