

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (this “MOU”), is entered into and made effective this 1<sup>st</sup> day of July, 2020, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, hereinafter called the “**BOARD**,” and the **CITY OF PALM BAY, FLORIDA**, hereinafter called the “**CITY**,” each individually a “Party,” collectively “Parties.”

### **WITNESSETH:**

**WHEREAS**, the BOARD and the CITY desire to assign School Resource Officers (“SROs”) to school campus(es) within the CITY for a period of not more than 190 days during the school year; and

**WHEREAS**, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD’s staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD 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 MOU.
2. This MOU shall be effective commencing July 1, 2020, and terminate on June 30, 2022, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2022, this Agreement may be renewed by the Parties for successive two-year periods (commencing on July 1<sup>st</sup> and ending on 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 MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to fourteen (14) SRO(s), each a sworn law enforcement officer(s), to work at least a total of One Hundred Ninety (190) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days. Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of three (3) SRO(s) for the start of the 2020-21 and 2021-22 school years. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Brandon Lanza, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*** Assignments will be made to support the following schools: Bayside High, Columbia Elementary, Discovery Elementary, Heritage High, Jupiter Elementary, Lockmar Elementary, McAuliffe Elementary, Palm Bay Elementary, Port Malabar Elementary, Riviera Elementary, Southwest Middle, Sunrise Elementary, Turner Elementary and Westside Elementary.
4. **Consideration Clause FY 2020-2021:** With respect to the first year of the two-year term commencing on July 1, 2020, and terminating on June 30, 2021, the BOARD agrees to reimburse the CITY a flat-fee of Fifty-Seven Thousand and 00/100 Dollars (\$57,000.00) per SRO for the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned three (3) SRO(s), for a total not to exceed amount of One Hundred Seventy-One Thousand and 00/100 Dollars (\$171,000.00). If additional SROs become available to be assigned, beyond the initial three (3) (and up to fourteen (14)), and adequate funding is available to the BOARD, the BOARD will reimburse the CITY prorated amount based upon the flat-fee of Fifty-Seven Thousand and 00/100 (\$57,000.00) and the number of school days remaining in the school year per SRO. If an SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

- (a) The BOARD agrees to reimburse the CITY the hourly overtime rate, exclusive of benefits, for compensation of an on-duty officer who may provide coverage to campus(es), but only as determined, needed, and directed by the BOARD. The CITY shall invoice the BOARD biweekly for these reimbursement requests.
5. **FY 2020-2021:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2020 (covering the period beginning July 1, 2020, through September 30, 2020); November 1, 2020 (covering the period beginning October 1, 2020, through December 31, 2020); February 1, 2021 (covering the period beginning January 1, 2021, through March 31, 2021); and April 1, 2021 (covering the period beginning April 1, 2021, through June 30, 2021). *All invoices should be submitted to Major Brandon Lanza, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*
6. **Consideration Clause FY 2021-2022:** With respect to the second year of the two-year term commencing on July 1, 2021, and terminating on June 30, 2022, the BOARD agrees to reimburse the CITY a flat-fee of Sixty-Two Thousand and 00/100 Dollars (\$62,000.00) per SRO for the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned three (3) SRO(s), for a total not to exceed amount of One Hundred Eighty-Six Thousand and 00/100 Dollars (\$186,000.00). If additional SROs become available to be assigned, beyond the initial three (3) (and up to fourteen (14)), and adequate funding is available to the BOARD, the BOARD will reimburse the CITY prorated amount based upon the flat-fee of Sixty-Two Thousand and 00/100 (\$62,000.00) and the number of school days remaining in the school year per SRO. If an SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).
- (a) The Board agrees to reimburse the CITY the hourly overtime rate, exclusive of benefits, for compensation of an on-duty officer who may provide coverage to campus(es), but only as determined, needed, and directed by the BOARD. The CITY shall invoice the BOARD bi-weekly for these reimbursement requests.

7. **FY 2021-2022:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 6 above due on or before August 1, 2021 (covering the period beginning July 1, 2021, through September 30, 2021); November 1, 2021 (covering the period beginning October 1, 2021, through December 31, 2021); February 1, 2022 (covering the period beginning January 1, 2022, through March 31, 2022); and April 1, 2022 (covering the period beginning April 1, 2022, through June 30, 2022). *All invoices should be submitted to Major Brandon Lanza, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*
8. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).
9. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.
10. BOARD members or any employee under the jurisdiction of the BOARD 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 Superintendent or designee to the Chief of Police or designee.
11. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).
12. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO(s) may be assigned other law enforcement duties by the Chief of Police.
13. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout

the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

14. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
15. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.
16. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.
17. The provisions of this MOU are in no event intended 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.
18. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.
19. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the

Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

20. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.
21. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.
22. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.
23. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.
24. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.
25. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.
26. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.
27. This MOU 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 MOU or that otherwise arises out of this MOU,

shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

28. This MOU 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.
29. The Parties acknowledge that many of their communications and documentation pertaining to this MOU 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 MOU, 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.
30. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY \_\_\_\_\_) AT 321-\_\_\_\_\_ OR AT EMAIL: \_\_\_\_\_ OR AT ADDRESS: \_\_\_\_\_, (ATTENTION: RECORDS). IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY AMY LEWANDOWSKI) AT 321-633-1000, EXT. 11453, OR AT [lewandowski.amy@brevardschools.org](mailto:lewandowski.amy@brevardschools.org) OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.**

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the authorized representatives of the each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2020.

**CITY OF PALM BAY, FLORIDA**

BY \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

Approved as to form:

\_\_\_\_\_

Dated: \_\_\_\_\_, 2020

Attachments:      Exhibit I  
                         Exhibit II

**THE SCHOOL BOARD OF  
BREVARD COUNTY, FLORIDA**

BY \_\_\_\_\_  
Misty Belford, Chairperson

Dated: \_\_\_\_\_, 2020

BY \_\_\_\_\_  
Mark W. Mullins, Ed.D.  
Superintendent

Dated: \_\_\_\_\_, 2020

Approved as to form:

\_\_\_\_\_  
Paul Gibbs, General Counsel  
School Board of Brevard County, Florida

Dated: \_\_\_\_\_, 2020



## **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: before school during student arrival, between class breaks and during lunch periods, and after school during student 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 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. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).
11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.
12. 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.
13. 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.
- 14.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 procedure 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.
15. 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 Internal Affairs function.
16. 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.