

OPERATION AGREEMENT

Between the Indian River State College District Board of Trustees and the City of Fort Pierce for the School Resource Officer Program.

THIS AGREEMENT, made and entered into this 1 day of July 2020, by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE OF ST. LUCIE COUNTY, FLORIDA ("College"), and THE CITY OF FORT PIERCE, FLORIDA ("City");

WITNESSETH:

- The College and the City desire to provide law enforcement and related services to Indian River State College; and
- The College and the City recognize the proven, outstanding benefits of the School Resource Officer Program ("Program") to the citizens of St. Lucie County, Florida; and particularly to the students, faculty, and the administration of the Indian River State College of St. Lucie County, Florida; and
- It is in the best interest of the College, the City and the citizens of St. Lucie County to continue this program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the College and the City hereby agree as follows:

ARTICLE I. STAFFING AND FUNDING.

The City shall provide School Resource Officers as follows:

A. Number of School Resource Officers and Term

1. The City shall assign one (1) regularly employed police officer to Indian River State College. This agreement may be renewed upon written agreement by both parties. The police officer assigned to the Program shall be known as School Resource Officer ("SRO"). He/She will provide instructions in the various aspects of law enforcement education to all students. He/She shall be available to, and work cooperatively with the College in providing technical assistance in situations involving possible violation of state and local laws or in any situation which may threaten the welfare and safety of the students, staff, or faculty.
2. The City shall assign one Police Supervisor to oversee the Police officer assigned, chosen by Fort Pierce Police Department Command. This Supervisor shall be paid by the City. In the event of a long-term illness or injury, another regularly employed officer may be used as a replacement or substitute. An Officer used as a replacement or substitute will be approved by SRO Supervisor, and the Indian River State College Director of Campus Safety and Security will have input.

B. **Financial Management:** The College shall pay the City the amount of \$94,000 for the Program, to be adjusted in the event of non-funding by the City and/or the College. The City provides salary, benefits and all necessary equipment and standard training costs for the officers unless otherwise specified or agreed to in writing by both parties and all costs of the assigned Supervisor. Payment shall be made upon the submission of quarterly invoices by the City's Comptroller.

C. **General Operation Management:**

1. The Director of Campus Safety and Security or his/her designee shall be the contact person at the Indian River State College.
2. An Evaluation of the effectiveness of the program will be made at the end of each college year by the Director of Campus Safety and Security and the SRO Supervisor.
3. The City shall be responsible for the control, direction, and all aspects of employment of the police officer assigned to the Program. The City will furnish uniforms, law enforcement equipment, and marked patrol vehicles for all officers assigned to the Program.
4. The City may dismiss or reassign an SRO based on violation of Police Department rules, regulations and/or Police Department orders, or when it is in the best interest of the citizens of Fort Pierce; however, the number and location of assignments shall remain as specified in Section A.1 above. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of extended illness or injury and a period exceeding thirty (30) college days arises without availability of a qualified replacement or substitute SRO, the College may adjust the amount of monies paid to the City accordingly.
5. The SRO may be reassigned without cause during the course of this Agreement, and the placement of SROs shall be a City decision based on a joint, cooperative effort with the Indian River State College and the Director of Campus Safety and Security.
6. It shall be understood, that in order to maintain the high standards of professionalism required of police officers assigned as SROs, that all SROs may and will be off campus at various times to attend mandatory training. When appropriate and not conflicting with City scheduling, the SROs shall also be available for in-service training provided by the College and non-student days and/or early release days.

D. **Monthly Activity.** Standard monthly activity sheets shall be kept and a copy furnished to the Chief Security Supervisor by the 10th day of each month. This report/record will also be kept year to date by the SRO.

E. **Regular Duty Hours of School Resource Officers.** Each SRO shall be assigned on a full-time basis of eight (8) hours during those days that the college is in regular session and students are in attendance. Regular duty will not exceed forty (40) hours per week. It is

understood that all duties required herein will be performed during the SROs regular duty. The SRO may be temporarily reassigned by the City during college holidays and vacations, or during a period of a law enforcement or college emergency. The SROs hours may be altered to meet the needs of the City or the College.

F. Regular Duties of School Resource Officers.

1. The SRO is first and foremost a law enforcement officer. The SRO shall conduct themselves as follows:
 - a. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the Director of Campus Safety and Security of the college aware of such action. At the Indian River State College, Director of Campus Safety and Security's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the college and related college functions, to the extent that the SRO may do so under the authority of the law.
 - (1). The SRO will in no way be hindered in making an arrest or conducting criminal investigations.
 - (2). In the event of a trespasser on campus, the SRO will be notified immediately, and at the discretion of the Director of Campus Safety and Security, a staff member may accompany or meet the SRO at the location of the trespasser.
 - b. The SRO shall give assistance to Fort Pierce Police Department officers and other law enforcement officers in matters regarding his college assignment, whenever necessary.
 - c. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to State Statute, law enforcement policy and legal requirements with regard to such interviews.
 - d. The SRO shall not act as a college disciplinarian, as disciplining students is a college responsibility. However, the SRO shall be notified anytime an administrator is called to a classroom or involved in an incident that may have criminal implications. If the incident is of a college discipline nature, the SRO will not become involved. If the incident is of a criminal nature, the SRO will take appropriate action. SROs will continue to make probable cause and warrant arrests on campus. As per past SRO policy, a college staff member will escort the student and take them to the dean's or SRO's office (unless there is cause to believe the student is or will be violent and/or an escape risk). The arrest will take place in an office, and the student may be handcuffed in the office at the discretion of the SRO. The SRO will be immediately notified of the discovery of any type of weapon or any quantity of drugs, to include alcohol, (no matter how small) found on campus.

- e. The SRO shall move freely on campus during the beginning of the college day, class breaks, lunches, and the end of the day. The aforementioned movement prohibits students from predicting the SROs location.
 - f. The SRO may be absent from campus to book arrestees, attend court, depositions, and state attorney hearings and other law related duties.
 - g. The SRO shall wear the standard Police Department uniform except when approved by his or her Supervisor on special occasions.
 - h. During their regular duty hours, SROs will meet at a time and location as determined necessary by the City's Police Department Supervisor, for the purpose of providing briefings on criminal or current activities, training, administrative or supervisory concerns, and other practices commonly performed during a law enforcement roll call. The SRO will also have a weekly campus critique with the Indian River State College, Director of Campus Safety and Security or the Director's designee to coordinate daily activities.
 - i. The SRO shall supply copies of all police reports that may be generated by the SRO in relation to his/her assigned college to the Indian River State College, Director of Campus Safety and Security. Any report containing departmental or legally mandated confidentiality will be marked as "CONFIDENTIAL" and redacted, as appropriate, prior to submission to the Indian River State College, Director of Campus Safety and Security or his designee who will assume responsibility for maintaining confidentiality.
 - j. If at any time, a parent reports an incident to an administrator that may have criminal implications, the SRO shall be immediately notified. If a parent reports an incident to the SRO, the SRO shall immediately notify the Indian River State College, Director of Campus Safety and Security or his designee. The SRO will meet with the College Administrator and parent to advise whether there will be a need for a criminal investigation.
2. Secondly, the SRO may serve as an instructor. The SRO will conduct his or her activities in such a manner as to accomplish his/her duties as an instructor. It is understood that the SROs instructional responsibilities are second only to those of a law enforcement officer. The SRO shall conform to the following responsibilities in regard to instruction.
- a. The SRO will, during normal college hours, make himself/herself available for conference with students, parents, faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Florida Statutes, or otherwise, shall not be disclosed except as provided by law or court order. Any conference, meeting, or other college function scheduled outside normal college hours requiring attendance by the SRO shall be approved by the Indian River State College, Director of Campus Safety and Security and will be considered a special detail, requiring separate additional payment by the college to the SRO via the Fort Pierce Police Department special detail coordinator.

ARTICLE II. RIGHTS AND DUTIES OF THE BOARD.

The College will work cooperatively with the City in operation of the Program, and it shall be understood that Fort Pierce Police Department program guidelines will be followed by any agency participating in the Program. The College shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO duties.

- Access to an air-conditioned and properly lighted private office, which can be properly locked and secured. This office shall contain a telephone, which may be used for general business purposes.
- A file cabinet, which can be properly locked and secured.
- A desk with drawers, a chair, a bookcase or worktable, and office supplies.

ARTICLE III. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICERS.

SROs are officers of the City and are not considered employees of the College. The College and the City acknowledge that the Police Department's SROs are Police officers who are responsible to uphold the law under the direction of the City.

ARTICLE IV. APPOINTMENT OF SCHOOL RESOURCE OFFICERS.

SRO APPLICANTS MUST MEET THE FOLLOWING REQUIREMENTS:

1. The applicant must be a volunteer for the position of SRO.
2. The applicant must be a state certified law enforcement officer.

ARTICLE V. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICERS.

- A. In the event that the Director of Campus Safety and Security of the college to which the SRO is assigned feels that a particular SRO is not effectively performing his/her duties and responsibilities, the Director shall advise the Vice President of Student Affairs who shall advise the Chief of Police that he/she wishes the SRO be removed from the program at the college. The Director shall state the reasons for removal in writing. Should the SRO feel his/her duties and responsibilities are being hindered by the college, the SRO will immediately advise his/her Supervisor in writing. In turn, the Supervisor will notify the Indian River State College and Director. If the Chief of Police so desires, the Vice President of Student Affairs and the Chief of Police, or their designee, may meet with the SRO and the Director to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the college to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO may be removed or reassigned at the discretion of the Chief of Police.

- B. The Chief of Police, or his designee, may otherwise dismiss or reassign any Officer appointed by him to act as an SRO based upon what the Chief believes is in the best interest of the people of and in Fort Pierce.

ARTICLE VI. DISPUTES.

Should any dispute arise as to the role of the SRO, the Vice President of Student Affairs at Indian River State College and the Chief of Police shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute. In the event an agreement or resolution is not reached, either party may terminate this Agreement in accordance with Article IX below.

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

ARTICLE VII. INITIAL TERM.

This Agreement shall take effect on July 1, 2020 and it shall remain in effect until and including June 30, 2022 (“initial term”), unless it is terminated earlier in accordance with Article IX below.

ARTICLE VIII. EXTENSION.

Upon the expiration of the initial term, this Agreement shall automatically extend for an additional term of one (1) year, effective July 1, 2022. Either party may opt out of the automatic extension by delivering written notice to the other party at least thirty (30) days prior to the expiration of the initial term.

ARTICLE IX. TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party without cause upon a minimum of sixty (60) days prior written notice of termination delivered to the other party.

ARTICLE X. GOOD FAITH.

The College, the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Indian River State College, Director of Campus Safety and Security and the Chief of Police, or their designees.

ARTICLE XI. MODIFICATION.

The Agreement constitutes the full understanding of the parties, and no terms, conditions,

understanding, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII. NON-ASSIGNMENT.

This agreement may not be assigned unless the express written consent of the College and the Chief of Police is obtained.

ARTICLE XIII. MERGER.

This Agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of the terms.

* * *

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized officers.

INDIAN RIVER STATE COLLEGE OF
ST. LUCIE COUNTY, FLORIDA

THE CITY OF FORT PIERCE, FLORIDA



Dr. Edwin Massey, President IRSC

Linda Hudson, Mayor

Dated: 8.25.2020

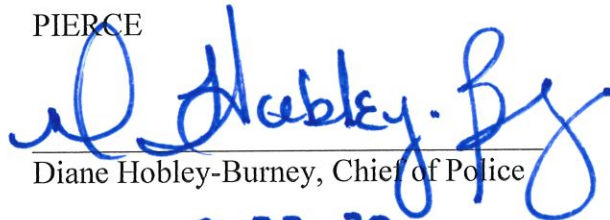
Dated: _____

Approved as to the form and legal sufficiency:

Peter Sweeney, City Attorney

Dated: _____

THE POLICE DEPARTMENT OF CITY FORT
PIERCE



Diane Hobley-Burney, Chief of Police

Dated: 9.23.20

ATTEST

Linda Cox, City Clerk

Dated: _____