

RESOLUTION NO. 19-304

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF KEY WEST AND THE MONROE COUNTY SCHOOL DISTRICT (MCS D) FOR THE SAFE-SCHOOL OFFICER PROGRAM AT KEY WEST HIGH SCHOOL, HORACE O'BRYANT SCHOOL, POINCIANA ELEMENTARY, GERALD ADAMS ELEMENTARY, SIGSBEE CHARTER FOR THE 2019-2020 SCHOOL YEAR; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Legislature passed a school safety bill in 2018 that mandates an officer in every public and charter school in Florida. To meet this mandate the Key West Police Department currently assigns a police officer as an SRO at Key West High School, Horace O'Bryant, Poinciana Elementary, Gerald Adams Elementary and Sigsbee Charter School; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Mutual Aid Agreement between the City of Key West and the Monroe County School District, for the Safe-School Officer Program, which will assign SROs to each of the following schools: Key West High School, Horace O'Bryant

School, Poinciana Elementary School, Gerald Adams Elementary School and Sigsbee Charter School for the 2019-2020 school year, is hereby approved.

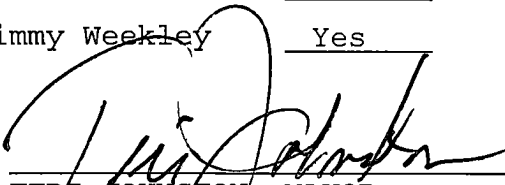
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2nd day of October, 2019.

Authenticated by the Presiding Officer and Clerk of the Commission on 2nd day of October, 2019.

Filed with the Clerk on October 3, 2019.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
TERI JOHNSTON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

**Sean T. Brandenburg**

**Chief of Police**



**Key West**

**POLICE DEPARTMENT**

**TO:** Mr. Greg Veliz, City Manager

**FROM:** Chief Sean T. Brandenburg

**DATE:** Sept 16, 2019

**RE:** Executive Summary – Mutual Aid Agreement for School Resource Officers

**Action Statement**

The Key West Police Department is seeking Commission's approval of a Mutual Aid Agreement between the City of Key West and the Monroe County School District (MCSD) to assign a police officer as a School Resource Officer (SRO) at Key West High, Horace O'Bryant, Poinciana Elementary, Gerald Adams Elementary, and Sigsbee Charter School.

**Background**

Florida Legislature passed the school safety bill that mandates an SRO be in every public school and charter school in the state of Florida since August 2018. To meet this mandate, the Key West Police Department currently assigns a police officer as an SRO at Key West High School, Horace O'Bryant, Poinciana Elementary, Gerald Adams Elementary, and Sigsbee Charter School.

The SRO's provide a safe learning environment for both students and teachers. They also build trust and foster positive relationships between the police and students as they approach young adulthood. Their presence deters crime and criminal activity on campus and the surrounding neighborhood. In conjunction with the school staff and the counselors, they also provide a positive role model for students.

**Financial Impact**

The Monroe County School District is proposing to reimburse the City of Key West \$758,000.00 for SRO services. This covers the salaries, benefits, and equipment for the five SRO positions.



**RESPECT - INTEGRITY - FAIRNESS - SERVICE**

Key West Police Department 1604 N. Roosevelt Blvd. Key West, FL 33040 (305) 809-1111  
[www.keywestcity.com](http://www.keywestcity.com)





## Legislation Text

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File #: 1920101, Version: 1

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### TITLE

Approve Agreement with the Monroe County Sheriff's Office and Key West Police Department for School Resource Officers

### BACKGROUND INFORMATION

The Monroe County Sheriff's Office will provide school resource officers all Monroe County area public schools. Key West Police Department will provide school resource officers for all public schools falling within City jurisdiction.

### BUDGET INFORMATION

Item Budgeted? Yes  
Total Cost: \$1,734,940.45  
- MCSO: \$976,367.45  
- KWPD: \$758,003.00

### CONTRACT INFORMATION

Contract with: \$1,734,940.45  
Contract value: \$1,007,094.38

Contract Purpose / Description: Provide school resource officers for Monroe County area public schools.

Contract Originator: Jason Brown, Safety & Security Coordinator, x53391  
Patrick Lefere, Operations

Board Meeting Date: August 27, 2019

### RECOMMENDATION

Approve agreement with Monroe County Sheriff's Office and Key West Police Department.



# Monroe County School District

Superintendent of  
Schools  
Mark T. Porter

## Master

File Number: 1920101

<b>File ID:</b> 1920101	<b>Type:</b> Agenda Item	<b>Status:</b> Agenda Ready - Action Item
<b>Version:</b> 1	<b>Vendor:</b>	<b>Action By:</b> School Board
<b>Subject:</b>		<b>File Created:</b> 08/20/2019
<b>Title:</b>		<b>Final Action:</b>

### Internal Notes:

### Sponsors:

### Effective Date:

**Attachments:** MCSO - SRO Agreement 2019 FINAL, KWPD SRO  
2019-2020 (FINAL)

### Enactment Number:

### Recommendation:

### Expiration Date:

**Entered by:** Karen.Hladik@KeysSchools.com

### Expiration Date:

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/20/2019	Gaelan Jones	Approve	8/22/2019
1	2	8/21/2019	Suanne Lee	Approve	8/22/2019
1	3	8/22/2019	James Drake	Approve	8/23/2019
1	4	8/22/2019	Patrick Lefere	Approve	8/26/2019

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	School Board	08/27/2019					

**SAFE-SCHOOL OFFICER AGREEMENT**

**Between**

**The Key West Police Department**

**And**

**The School Board of Monroe County, Florida**

**THIS AGREEMENT** is made by and between the School Board of Monroe County, Florida (hereinafter "School Board") and the Key West Police Department (hereinafter "KWPD").

**WITNESSETH:**

**WHEREAS** the School Board agrees to fund the Safe-school Officer Program for \$758,003.00 and

**WHEREAS** the sum of \$758,003.00 is 100% of the cost of 5 SRO Full Time Equivalents; and

**WHEREAS** the School Board and the KWPD desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by Safe-school Officers for the School Board,

**NOW, THEREFORE,** The parties hereto agree as follows:

**1. Goals and Objectives:** the School Board and the KWPD share the following goals and objectives with regard to the Safe-school Officer Program in the schools:

- Establish or assign one or more Safe-school Officer at each school facility within the district,
- To foster educational programs and activities that will increase student's knowledge of and respect for the law and function of law enforcement agencies,
- To act swiftly and cooperatively when responding to disruptions and criminal offenses at schools,
- To report crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at schools,
- To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off-campus,
- To work with the School District Safety & Security Coordinator to create joint critical incident plans,
- To develop strategic plans to decrease the use of alcohol, tobacco and other drugs, involving students, and
- To develop strategic plans to reduce and prevent violence among students.

## **2. Employment and Assignment of School Resource Officers (SROs):**

All SROs as defined in Florida CS/SB 7026 are employees of the KWPD and subject to the administration, supervision and control of the KWPD.

The KWPD agrees to provide and to pay the SROs funded by the School Board the salary and employment benefits in accordance with the applicable salary schedules and employment practices of the KWPD. The SROs shall be subject to all personnel policies and practices of the KWPD. Pursuant to Florida Statute § 1006.12(1)(b), the SROs shall additionally abide by all School Board policies, other than matters relating to employment or as otherwise specified herein. The Chief of Police, in his/her sole discretion, has exclusive power and authority to hire, discharge and discipline SROs.

The following Schools will be assigned an SRO:

1. Key West High School
2. Gerald Adams Elementary School
3. Horace O'Bryant School
4. Poinciana Elementary School
5. Sigsbee Charter School

- Total SROs (5).

**3. Duty Hours:** Specific SRO duty hours at a particular school shall be set by the Chief of Police after consultation with the School Board. Coverage will include normal school hours to include summer school for those buildings holding it. Presence at extracurricular events will be requested by the Principal.

In the event an SRO is absent from work, the SRO shall notify both his supervisor and the Principal (or Principal's designee) of the school to which the SRO is assigned. In accordance with Florida statute, a replacement will be assigned by the Department at any time the absence of a SRO/SSO from work will result in less than one SRO/SSO being present at any School identified in Section 2 or Section 4 of this agreement.

**4. Employment and Assignment of School Safety Officers (SSOs):** In addition to the employment of School Resource Officers (SRO), the Monroe County School District may employ School Safety Officers (SSO) as defined in Florida CS/SB 7026 in schools with smaller student populations (250 or less) where the placement of a full-time SRO is not feasible. These officers would be current employees or reserve officers of the Key West Police Department, working in an **off duty or extra duty status**. All officers that perform the duties of an SSO will be required to meet the same training and certification criteria as a full-time SRO.

The following Schools will be assigned an SSO:

1. May Sands Montessori School
2. Key West Collegiate Academy

The SSO positions would be scheduled in 4 or 8 hour shifts to provide each school with the coverage that they require. These shifts would also accommodate different officer's schedules, allowing more officers to participate in the program. These shifts would also provide ample off/rest time for officers, avoiding an officer safety issue, in their normal function of providing services to the City of Key West and its citizens. Hiring for these off duty/extra duty shifts will be done in accordance with the policies and procedures of the Key West Police Department. It is preferred by the School Board that the same group of officers are assigned to each school, on a rotating basis. This would allow the officers to develop familiarity and rapport with the school, its students, parents, and staff.

The rate of pay for the SSO shall be \$55.00 per hour. Officers shall log their hours daily, in PowerDetail, within the KWPD. The KWPD shall then submit a bimonthly report, validated by the SRO Lieutenant, to the Safety and Security Coordinator of the School Board of Monroe County no less than five (5) business days prior to each District Finance Department accounts payable run. Following the submission of the bimonthly report, the Safety and Security Coordinator shall then coordinate payment of each SSO through the Finance Department of the School Board of Monroe County.

**5. Basic Qualifications of SROs/SSOs:** To be an SRO/SSO, an officer must meet all of the qualifications described in Florida Statute §1006.12.

**6. Duties of School Resource Officers:** The duties of all KWPD Officers, including SRO/SSOs, will be determined by the Chief of Police, and will include the following:

- To protect lives and property of all the citizens and public school students of the county,
- To enforce state and local criminal laws and ordinances,
- To investigate criminal activity committed on or adjacent to school property,
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when appropriate and requested by the Principal or the Principal's designee or by the parents of a student,
- To answer questions that students may have about Florida criminal or juvenile laws, and
- Dependent upon available time and resources, to coordinate traffic control at schools during the arrival and departure of students and coordinate security for school events and functions.

**7. Chain of Command:** SRO/SSOs remain the KWPD's personnel. SRO/SSOs shall be subject to all policies, rules, regulations, and discipline of the KWPD. SRO/SSOs will follow the chain of command of the KWPD. However, they shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned. In accordance with §1006.12, Fla. Stat. (2007), activities conducted by SROs which are part of the regular instructional program of the school shall be under the direction of the school Principal. The Principals will work with the District Safety & Security Coordinator and the Command Officer of the KWPD responsible for School Safety to coordinate SRO/SSO assignments, facilities security, security systems and communications systems.

**8. Complaints:** The School Board must promptly report any complaints of SRO misconduct to the SRO/SSOs supervisor, Internal Affairs, or the Chief of Police.



**9. Training/Briefing:** SRO/SSOs will attend training and briefing sessions as required by the KWPD. Training sessions will be conducted to provide SRO/SSOs with appropriate in-service training such as updates in the law and firearm training. The School Board may provide to SRO/SSOs training or request attendance to state sponsored conferences in Board of Education Policies, regulations, procedures and best practices.

**10. Dress Code:** SRO/SSOs are required to wear the standard issued uniform while on duty. The Chief of Police or his designee may authorize exceptions to this requirement.

**11. Supplies and Equipment:** SRO/SSOs paid for by the School Board will be provided all standard equipment, including a marked patrol vehicle. Upkeep and maintenance of issued equipment will be at no cost to the School Board.

**12. Transporting Students:** SRO/SSOs shall attempt to notify the School Principal before removing a student from campus. In the event advance notification is not possible, the SRO/SSO shall notify the Principal as soon as possible after the event.

**13. Investigation, Interview, Search and Arrest Procedures:** The KWPD policy determines the standard operating procedures (SOP) for the investigation of crimes and interview, search and arrest of students. Investigations, interviews, searches, and arrests will be in full compliance with Florida and federal law. KWPD Officers, including SRO/SSOs, who have initiated a formal interview on campus, will interview/interrogate students in a private setting designated by the principal or designee to avoid embarrassing or stereotyping the student whenever possible.

**14. Access to Education Records:** School officials shall allow SRO/SSOs to inspect and copy any public records maintained by the school including student directory information. SRO/SSOs shall also have access to student information including but not limited to demographics, grades, attendance, and discipline.

**15. Provision of School Keys:** The School Board will maintain lockboxes at each school to grant law enforcement access to all areas of the school in case of an emergency.

**16. Term of Agreement:** The term of this agreement is one year commencing July 1, 2019 and ending June 30, 2020.

**17. Contract cost and payment:**

a. School Board agrees to pay for services provided for the duration of this Contract the sum of \$758,003.00. This sum is referred to as the "Contract Price."

b. School Board will pay Two/Twelfths (2/12 or 16.67%) of the total contract price to the City of Key West no later than June 30, 2019. Thereafter, School Board shall pay One/Twelfth of the total contract price no later than August 15, 2019 and on or before the first day of each succeeding month until the total contract price is paid.

c. School Board and KWPD may agree to purchase goods and services not specifically addressed in this contract upon such terms and conditions as are mutually agreed upon by the parties in writing.

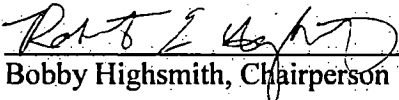
**18. Annual Evaluation:** The Chief of Police will evaluate the SRO/SSO Program and the performance of each SRO/SSO annually. The Superintendent will task Principals, Assistant Principals, or the Safety & Security Coordinator to provide comments and observations to assist the Chief of Police in conducting the evaluation of SRO/SSOs. The KWPD will provide copies of these evaluations to the School Board.

**19. Incorporation by Reference:** The provisions of §1006.12(1), Fla. Stat. (2018) are incorporated by reference into this Agreement.

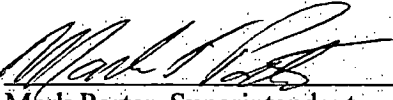
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**IN WITNESS WHEREOF**, the School Board, pursuant to a motion duly made, seconded and passed in open session, and by and through its' Chairperson and Superintendent, and the City Manager, Key West Florida, have affixed their hands and seals, on the dates indicated, in Monroe County, Florida.

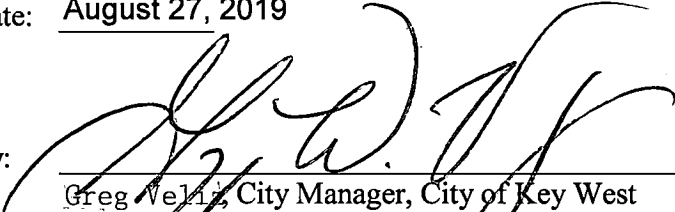
SCHOOL BOARD OF MONROE COUNTY, FLORIDA

By:   
Bobby Highsmith, Chairperson

Date: August 27, 2019

By:   
Mark Porter, Superintendent

Date: August 27, 2019

By:   
Greg Welch, City Manager, City of Key West

Date: 10/7/19