



TOWN OF MELBOURNE BEACH

TOWN COMMISSION SPECIAL MEETING

August 5, 2020

AGENDA PACKET

Town of Melbourne Beach
AGENDA
SPECIAL TOWN COMMISSION MEETING
WEDNESDAY, AUGUST 5, 2020 at 6:00 PM
MASNY ROOM, 507 OCEAN AVENUE

Due to the effects of COVID-19, recognizing the Centers of Disease Control social distancing guidelines, and as authorized and in compliance with Governor Ron DeSantis Executive Order 20-112 (Phase I: Safe. Smart. Step-by-Step. Plan for Florida's Recovery), attendance in the Masny Room will be limited. Those in excess will be accommodated outside the Masny Room where the meeting will be broadcast live in an audible format. Should members of the public seated outside wish to be heard, comment cards will be available to fill out and those who do will be invited into the Masny Room for the purpose of speaking at the appropriate time. Anyone who wishes to provide public input without personally appearing at the meeting may do so by sending an email to townclerk@melbournebeachfl.org. All emails must be received prior to 4:00 p.m. on Tuesday, August 4, 2020. All emails will be provided to the Mayor and each of the Town Commission Members. Should you wish to have your comment read aloud by Town staff at the meeting, please indicate that in your email. Your full name and address must be included and will be read aloud. The reading of public comments received by email will be limited to three (3) minutes.

PUBLIC NOTICE

**The Town Commission will conduct a SPECIAL TOWN COMMISSION meeting on
Wednesday, August 5, 2020 in the MASNY ROOM to address the items below.**

Commission Members:

Mayor Jim Simmons
Vice Mayor Wyatt Hoover
Commissioner Steve Walters
Commissioner Sherrie Quarrie
Commissioner Corey Runte

Staff Members:

Town Manager Elizabeth Mascaro
Town Clerk Jennifer Torres

Notice: Commission discussion and possible action may occur during any Commissioner Meeting. The following sections of the Agenda are always subject to such discussion and possible action without further motion by the Commission: Changes to the Agenda, Public Hearings, Old Business, and New Business.

The public is advised that members of the Town Commission may be in attendance and participate in proceedings of the board. Attorney General Opinions (AGO) AGO 91-95, AGO 98-14, AGO 2000-68.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so.

In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.

I. Call to Order – Led by Mayor Simmons

II. Roll Call

III. Pledge of Allegiance and Moment of Silence

IV. Public Comment

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business not on the Agenda. Please remember to sign the sign-in sheet provided if you will be speaking at the meeting.

V. Old Business

- A. Consideration of approval of bid for two paid parking kiosks and related equipment from IPS Sales – Commissioner Walters

VI. New Business

- A. Review the two- year MOU from the Brevard County School Board to the Town of Melbourne Beach for placement of an SRO in Gemini Elementary School – Town Manager Mascaro
- B. Review estimate for a new irrigation well at Ryckman Park - Town Manager Mascaro

VII. Adjournment

Attachments:	IPS Sales Quotes, Kiosk fees provided by Town Manager
Date Prepared:	July 22, 2020
Prepared By:	Commissioner Steve Walters
Meeting Date:	August 5, 2020

Agenda Category:

<input type="checkbox"/>	Proclamations & Awards	<input type="checkbox"/>	Public Hearings
<input type="checkbox"/>	Presentations	<input checked="" type="checkbox"/>	Old Business
<input type="checkbox"/>	Boards & Committees	<input type="checkbox"/>	New Business
<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Other: <u>Special Meeting</u>

Subject:	Bids for paid parking kiosks and related equipment
Recommended Action:	Approve bid and direct Town Manager
Background Information:	The Town Commission unanimously approved paid parking in Ocean Park and Ryckman at our June meeting. The kiosk bids were to be approved at the July 15 RTCM but the bids were not on the agenda. This is a special meeting to approve purchase of kiosks and any related equipment/signs/software.



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #
06/02/2020	IPS-2020-060282453

Name / Address
Town of Melbourne Beach Judy Mascaro Melbourne Beach, FL

Ship To
Town of Melbourne Beach Melbourne Beach, FL

		Rep	P.O. No.	Terms	FOB
		SF		Net 30	San Diego
Item	Description	Qty	Price	Total	
767-053	MS 1 Pay by Space - USA	2	\$5,950.00	\$11,900.00	
767-296	MS1 Standard Mounting Plinth	2	\$00.00	\$00.00	
767-295	MS1 Standard Mounting Pedestal	2	\$00.00	\$00.00	
767-089	MS1 Installation Hardware	2	\$00.00	\$00.00	
UNIV.Card.Set	Meter Access Cards (Diag/Maint/Collection) - (1 OF EACH)	3	\$00.00	\$00.00	
Items below are Recommended Spare Parts					
767-622-2P	MS 1 Multi Space Battery - Tandem/Dual Battery Pack	1	\$324.00	\$324.00	
767-026	Standard USA MS 1 Card Reader Assembly	1	\$129.00	\$129.00	
767-901	MS Paper - 7 inch Paper Roll (Standard)	6	\$25.00	\$150.00	
Installation	On-site Services (1 Technician(s) - 1 Days)	1	\$950.00	\$950.00	
MULTI-SPACE METERS ONGOING COSTS	Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	1	\$55.00	\$55.00 billed monthly	
	Credit Card Transaction Fees (gateway services). Billed monthly at \$0.06 per cc transaction.	To be determined			



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #
06/02/2020	IPS-2020-060282453r1

Name / Address
Town of Melbourne Beach

Ship To
Town of Melbourne Beach
Melbourne Beach, FL

		Rep	P.O. No.	Terms	FOB
		SF		Net 30	San Diego
Item	Description	Qty	Price	Total	
Notes-Freight	+ FREIGHT CHARGES	1	\$1,030.69	\$1,030.69	

Remarks:

None

Subtotal	\$14,483.69
Sales Tax (0.00%)	\$00.00
Grand Total	\$14,483.69

TERMS AND CONDITIONS:

1. Quote is stated in USD. Shipping and sales tax charges may apply.
2. Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
3. All requested information must be sent to the email address listed below or via mail. Notification will be sent once the order is submitted for processing.
4. This quote expires 90 days after the date it was issued.
5. Additional installation services required will be charged \$950/day per technician.
6. Training and Commissioning will be \$1000 minimum on a new installation if applicable.

Signature _____

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	support@ipsgroupinc.com



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #
06/02/2020	IPS-2020-060282453

Name / Address
Town of Melbourne Beach Judy Mascaro Melbourne Beach, FL

Ship To
Town of Melbourne Beach Melbourne Beach, FL

		Rep	P.O. No.	Terms	FOB
		SF		Net 30	San Diego
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767-053	MS 1 Pay by Space - USA	1	\$5,950.00	\$5,950.00	
767-296	MS1 Standard Mounting Plinth	1	\$00.00	\$00.00	
767-295	MS1 Standard Mounting Pedestal	1	\$00.00	\$00.00	
767-089	MS1 Installation Hardware	1	\$00.00	\$00.00	
UNIV.Card.Set	Meter Access Cards (Diag/Maint/Collection) - (1 OF EACH)	3	\$08.00	\$24.00	
	Items below are Recommended Spare Parts				
767-622-2P	MS 1 Multi Space Battery - Tandem/Dual Battery Pack	1	\$324.00	\$324.00	
767-026	Standard USA MS 1 Card Reader Assembly	1	\$129.00	\$129.00	
767-901	MS Paper - 7 inch Paper Roll (Standard)	4	\$00.00	\$00.00	
Installation	On-site Services (1 Technician(s) - 1 Days)	1	\$950.00	\$950.00	
MULTI-SPACE METERS ONGOING COSTS	Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	1	\$55.00	\$55.00	
	Credit Card Transaction Fees (gateway services). Billed monthly at \$0.06 per cc transaction.	To be determined			



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #
06/02/2020	IPS-2020-060282453

Name / Address
Town of Melbourne Beach

Ship To
Town of Melbourne Beach
Melbourne Beach, FL

		Rep	P.O. No.	Terms	FOB
		SF		Net 30	San Diego
Item	Description	Qty	Price	Total	
Notes-Freight	+ FREIGHT CHARGES	1	\$798.41	\$798.41	

Remarks:

None

Subtotal	\$8,175.41
Sales Tax (0.00%)	\$00.00
Grand Total	\$8,175.41

TERMS AND CONDITIONS:

1. Quote is stated in USD. Shipping and sales tax charges may apply.
2. Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
3. All requested information must be sent to the email address listed below or via mail. Notification will be sent once the order is submitted for processing.
4. This quote expires 90 days after the date it was issued.
5. Additional installation services required will be charged \$950/day per technician.
6. Training and Commissioning will be \$1000 minimum on a new installation if applicable.

Signature _____

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	support@ipsgroupinc.com

Parking Kiosk For Ocean Park

Company Name	IPS Group, Inc
Kiosk Cost	8,175.41 installed
Monthly Fees	\$55.00
Maximum Units	60
Software Upgradeable	yes
Enforcement Options	yes
Merchant Service Fee	\$55 per mo. .06 per trans
Maintenance Agreement (Optional)	\$240 annual (5 Yrs max)
Maintenance Program	No
Local Service Technician	Orlando
Warranty Term	1 year
Manufacturing Standard	coated stainless steel. Wipe Clean every 6 mos.
Parking Options	
Display	yes
Numbered	yes
Plate	yes
Power Sources	
Solar	yes
Cellular	no
Electric	yes
User Payment Options	
Dollars	
Coins	yes
Card	yes
Cell	Yes
Apps	Park Smarter
Other Features / Benefits	
Tiered pricing, ie \$3.00 first hours, \$2.00 thereafter	
Special pricing options set in advance for holidays, special events	
Different pricing depending on time of day (peak hours and/or weekends)	
Allow payment by app for expiring meters or make person move their car so others can park	

Attachments:	MOU from Brevard County School Board for SRO in Gemini Elementary School. Memo from Chief Griswold
Date Prepared:	7/22/2020
Prepared By:	Elizabeth Mascaro
Meeting Date:	8/5/2020

Agenda Category:

<input type="checkbox"/>	Proclamations & Awards	<input type="checkbox"/>	Public Hearings
<input type="checkbox"/>	Presentations	<input type="checkbox"/>	Old Business
<input type="checkbox"/>	Boards & Committees	<input checked="" type="checkbox"/>	New Business
<input type="checkbox"/>	Consent	<input type="checkbox"/>	Other:

Subject:	<p>Review the 2 Year MOU from the Brevard County School Board to the Town of Melbourne Beach for placement of an SRO in Gemini Elementary School from 7/1/2020 through 6/30/2022.</p> <p>Compensation for the first year to the Town will be \$57,000 an increase of \$5,000 over the current year. The second year's compensation to the Town will be \$62,000 an increase of \$10,000 over the current year.</p>
Recommended Action:	Review MOU
Background Information:	<p>1. The Town of Melbourne Beach has placed a Town of Melbourne Beach Police Officer in Gemini Elementary School for the past 2 years. In Prior years the School Board has paid the Town, \$52,000.00 per year for our Officer.</p> <p>2. Police Chief Griswold supports having an SRO in Gemini Elementary. In addition to the SRO providing student safety and security to the school, the SRO also serves to promote positive relationships between students and their parents and Law Enforcement. The SRO helps to develop a better understanding of Law Enforcement's role in the school but also in the community.</p> <p>3. If the Town did not send an SRO to Gemini Elementary then the Sherriff's Office would more than likely, provide a Security Officer to the school and they have done with other elementary schools. Should there be in a situation that required Law Enforcement at Gemini, then the Town's Officer's would be dispatched to the school as the school falls under our jurisdiction.</p>




MELBOURNE BEACH POLICE DEPARTMENT
Melanie Griswold
Chief of Police
507 Ocean Ave, Melbourne Beach, FL 32951
Phone: (321) 723-4343 Fax: (321) 725-3253



MEMORANDUM

TO: Elizabeth Mascaro, Town Manager

FROM: Chief Melanie Griswold 

RE: Gemini School Resource Officer

DATE: July 22, 2020

I want to take this opportunity to talk about the importance of our School Resource Officer (SRO) at Gemini Elementary. Since August 2018, we have had an SRO at Gemini Elementary, protecting the students, teachers, and visitors that come to the school.

SRO's essential Job Functions:

- To enhance student safety and improve the security of school campuses.
- To develop and promote positive relationships between students and law enforcement officers.
- To foster a better understanding of law enforcement officers in the community.
- To develop positive concepts of law enforcement and mentorship for our students.
- To identify and prevent delinquent behavior through counseling and referral.
- To provide assistance and support for victims of crime identified within the school setting, including abused children.
- To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities.
- To provide information about crime prevention.
- To enhance knowledge of the fundamental concepts and structure of the law.
- School crossing guard.

These are just a few of what I feel are the crucial aspects of having an SRO in our school.

The initial start in 2018 consisted of mandatory free training through EFSC, \$349.99 safe for their tactical equipment, which we already had supplied through our department. Gemini has provided all the necessary office equipment (Computers) needed for security purposes, and there are no extra costs for unique/special uniforms.

The police officer assigned as the SRO is employed by the TOMB, he/she is not an employee of the Brevard County School Board, and the officer reports to a Sergeant within the police department and myself. During school breaks (holidays, summer break, spring break, and 20 early release days) the officer has an obligation to the residents of the TOMB as a patrol officer performing traffic enforcement, calls for service, etc.

Please note the following changes from the previous 2019-2020 MOU for School Resource Officers:

- This is a two-year agreement commencing July 1, 2020, and terminating on June 30, 2022.
- The Town will provide one SRO for the start of the 2020-21 and 2021-22 school years.
- 2020-21 school year, Board will pay \$57,000 per SRO.
- For 2021-2022 school year, Board will pay \$62,000 per SRO.

In summary, we have built over the years, especially in the last two years, an even stronger bond with the students, parents, and teachers. They feel safe having a familiar face protecting them. The SRO is always available to students for informal chats and serious conversations about problems the student may be having. When possible, they take the initiative to participate in activities in which they can serve as role models and being a mentor. In addition to the SRO duties he/she is still a patrol officer and covers the schedule when other officers are on vacation or covering overtime shifts.

MEMORANDUM OF UNDERSTANDING

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

WITNESSETH:

WHEREAS, the BOARD and the TOWN desire to assign School Resource Officers (“SROs”) to school campus(es) within the TOWN 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 TOWN 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 1st and ending on June 30th 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 TOWN will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The TOWN shall assign up to one (1) 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 TOWN will provide a minimum of one (1) 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: Gemini Elementary School.
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 TOWN 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 TOWN as agreed upon for up to the assigned one (1) SRO(s), for a total not to exceed amount of Fifty-Seven Thousand and 00/100 Dollars (\$57,000.00). 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).
5. **FY 2020-2021:** The TOWN shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the TOWN 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 TOWN 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 TOWN as agreed upon for up to the assigned one (1) SRO(s), for a total not to exceed amount of Sixty-Two Thousand and 00/100 Dollars (\$62,000.00). 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).
7. **FY 2021-2022:** The TOWN shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the TOWN 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 TOWN 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 TOWN 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 TOWN. 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 TOWN, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the TOWN 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 TOWN 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 TOWN 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 TOWN.
14. At all material times, the SRO(s) shall wear the TOWN'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 TOWN 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 TOWN 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 TOWN. No other person is intended to be a beneficiary under this MOU. No employee of the TOWN shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the TOWN 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 TOWN 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 TOWN to provide services pursuant to this MOU or any appendix contained or referenced, the TOWN may terminate this MOU without incurring any further liability or obligations to the BOARD.
25. The BOARD has designated the Major and the TOWN 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 TOWN'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321-_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS). IF THE TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE TOWN SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY AMY LEWANDOWSKI) AT 321-633-1000, EXT. 11453, OR AT 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.

**TOWN OF MELBOURNE BEACH,
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.

Attachments:	Estimate of Cost To Dig New Irrigation Well in Ryckman Park By Heidekruger Well & Pump Service
Date Prepared:	7/23/2020
Prepared By:	Elizabeth Mascaro
Meeting Date:	8/5/2020

Agenda Category:

	Proclamations & Awards		Public Hearings
	Presentations		Old Business
	Boards & Committees	x	New Business
	Consent		Other:

Subject:	New Irrigation Well for Ryckman Park
Recommended Action:	Review Estimate
Background Information:	<p>The old irrigation well in Ryckman Park was leaking and needed to be capped off. The cap off was done by Brevard County for no cost to the Town.</p> <p>The old well was the only water source for all of the irrigation in Ryckman Park and on Ocean Avenue heading east. Tom Davis, Public Works Supervisor would like to have a new well dug to re-establish water source for ground irrigation.</p> <p>Heidekruger Well & Pump Services, Inc. is considered a single source provider, as there are very few well diggers in Brevard County. Their estimate includes a cost of \$1500.00 to fill the old well, which has already been completed by the County. The Cost of the new well is \$7,000.00</p>

HEIDEKRUGER WELL & PUMP SERVICES, INC.

P.O. BOX 500404

Malabar, FL 32950

321-723-8594

321-725-9222

PROPOSAL

April 15, 2020

Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

Job Location: 507 Ocean Avenue
Melbourne Beach, FL 32951

We hereby submit specifications and estimates for:


4" Deep Well Abandon.....\$1500.00
- Cement, per bag.....\$45.00 per bag
Brevard County Permit

4" Deep Well, up to 147' of galvanized casing.....\$7000.00
- Additional Casing, if required.....\$37.00 per foot
Brevard County Permit

We hereby propose to furnish labor & materials - complete in accordance with the above specifications, for the sum of **Eight Thousand Five Hundred Dollars (\$8500.00) + additional casing, if required) + Cement** with payment to be made **in full upon completion**. Cash or Check only. Prices subject to change.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices.

***Not responsible for driveways, sidewalks, curbing, plants, pavers and or lawns.



Karen Screws, Office Manager
Heidekruger Well & Pump Services, Inc.

Owner/Agent