

RESOLUTION 153 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CAPE CORAL CHARTER SCHOOL AUTHORITY AND THE CITY OF CAPE CORAL, FLORIDA, TO PARTNER WITH THE CAPE CORAL POLICE DEPARTMENT TO PROVIDE SCHOOL RESOURCE OFFICERS AT THE CHARTER SCHOOLS IN THE CITY OF CAPE CORAL, FLORIDA, GOVERNED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida adopted the Marjory Stoneman Douglas High School Public Safety Act which provides that each public school in the State must partner with law enforcement agencies to assign a sworn law enforcement officer at each school by implementing a school resource officer program through a cooperative agreement with law enforcement agencies; and

WHEREAS, for the protection and safety of school personnel, students, and visitors, the Cape Coral Charter School Authority (the "Authority") desires to enter into an Agreement with the City to partner with the Cape Coral Police Department to provide school resource officers at all Charter School facilities governed by the Authority; and

WHEREAS, the term of the Agreement shall be for one year beginning July 1, 2025 through June 30, 2026; and

WHEREAS, the Authority will contribute \$240,000, which is \$60,000 for each of the four school resource officers, for the City School Resource Officer program for the 2025-2026 school year; and

WHEREAS, the Chief of Police recommends the Mayor and City Council approve an Agreement between the Authority and the City, to partner with the Police Department to provide school resource officers at all Charter School facilities governed by the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The Mayor and City Council hereby approve an Agreement between the Authority and the City, to partner with the Police Department to provide school resource officers at all Charter School facilities governed by the Authority. The agreement is for a term of one year from July 1, 2025 through June 30, 2026. A copy of the Agreement is attached hereto as Exhibit 1.

Section 2. The Mayor and City Council hereby authorize the Mayor to execute the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____,
2025.

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY

res\ SRO Agmt – CSA

KIMBERLY BRUNS
CITY CLERK

EXHIBIT 1

AGREEMENT BETWEEN
THE CAPE CORAL CHARTER SCHOOL AUTHORITY
AND
THE CITY OF CAPE CORAL
FOR
SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into on this _____ day of _____, 2025 by and between the Cape Coral Charter School Authority, located at 3519 Oasis Blvd., Cape Coral, FL 33914, (hereinafter referred to as "Authority") and the City of Cape Coral, 1015 Cultural Park Blvd., Cape Coral FL 33990, (hereinafter referred to as "City").

WHEREAS, the Authority is the governing body for the Oasis Elementary North, Oasis Elementary South, Oasis Middle School, and Oasis High Schools collectively known as the municipal charter schools located at 2817 SW 3rd Lane, 3415 Oasis Blvd., 3507 Oasis Blvd., and 3519 Oasis Blvd, Cape Coral, FL; and

WHEREAS, in the wake of the tragic shooting at Marjory Stoneman Douglas High School that took the lives of 17 Florida students and educators, the Florida Legislature passed, and Governor Rick Scott signed SB 7026, the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, for the protection and safety of school personnel, students, visitors, and property, each School Board and School Superintendent shall partner with law enforcement agencies to establish school resource officer programs through a cooperative agreement with law enforcement agencies; and

WHEREAS, the Authority and the City desire to provide a school resource officer at each of the four City of Cape Coral Municipal Charter Schools.

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

ARTICLE I

The recitals above are adopted and incorporated hereto as is fully restated.

ARTICLE II

1. The City shall assign four school resource officers, a minimum of one (1) each to:
 - Oasis Elementary North School K-5
 - Oasis Elementary South School K-5
 - Oasis Middle School
 - Oasis High School
2. The school resource officer shall be assigned on a full-time basis on those days and during those hours that the school is in regular session. The school resource officer may be temporarily re-assigned by the City during school, school holidays, school vacations, trainings, or during a period of a law enforcement emergency.
3. The school resource officer will endeavor will be available for summer school at certain times upon request.

ARTICLE III

The school resource officer will endeavor to:

1. Coordinate school related activities with the principal or designee, faculty, and parents, and if practicable will seek advice regarding school programs;
2. Educate students and staff on the role of law enforcement;
3. Familiarize themselves with the school, the policies, the faculty and students of the school;
4. Maintain confidentiality to the extent permitted by law regarding students, in which on occasion may have to counsel as well as protect the confidentiality of the student(s) records in which access is provided;
5. Interact with the students and faculty when reasonable, including during class breaks, lunch periods, before and after school, at school activities, and in classrooms;

6. Serve as a referral resource for the students, faculty, and parents regarding services and facilities available to the public; and
7. Adhere to the policy of the school (where that policy does not conflict with the City of Cape Coral Police Department's policy and/or law).

ARTICLE IV

The School Administration and Faculty of the municipal charter schools will:

1. Upon discovery of an issue that poses a threat to school safety, the principal, designee, or faculty provide immediate notification to the school resource officer or other law enforcement officials;
2. Cooperate with the school resource officer and other law enforcement officials in the performance of their duties;
3. Provide the school resource officer with the following materials and facilities:
 - a. Audio/video, aids/equipment for classroom presentations;
 - b. A secure area for storage of equipment and communications; and
 - c. A dedicated, air-conditioned and properly lighted, private office for the school resource officer, which shall have a telephone, a desk, and a chair, which may be used for general work purposes.

ARTICLE V

The Authority shall pay \$240,000 to the City for the term of this Agreement being \$60,000 for each of the four (4) school resource officers for the City School Resource Officer Program for the 2025-2026 school year.

ARTICLE VI

The term of this Agreement shall be for a term of one (1) commencing on July 1, 2025 and will expire on June 30, 2026.

ARTICLE VII

The City will maintain responsibility for all aspects of employment for each school resource officer. The school resource officer(s) shall remain as employee(s) of the City and are not employee(s) of the assigned school(s). The Authority acknowledges that the school resource officers(s) are Cape Coral Police Department Officers who shall uphold the law under the direct supervision and control of the Cape Coral Police Department. The school resource officer(s) shall remain responsive to the chain of the command of the Cape Coral Police Department.

ARTICLE VIII

1. Upon the appropriate principal's reasonable request, the supervisor of the school resource officer shall arrange a meeting to discuss concerns regarding the school resource officer's performance or responsibilities.
2. In the event of the reassignment of a school resource officer for any reason, the City will provide a replacement immediately.

ARTICLE IX

1. This Agreement may only be accomplished as provided herein.
 - a. This Agreement may be terminated without cause by either party upon ninety (90) days written notification.
 - b. Notwithstanding language to the contrary, in the event the Authority fails to make payment in full to the City, upon date of such payment is due and owing pursuant to this Agreement, the City may terminated this Agreement, upon ten (110) days written notice to the Authority.
2. In the event this Agreement is terminated, compensation shall be made to the City by the Authority for services performed to the date of termination on a pro rata basis.
3. The Authority shall be entitled to any pro-rated refunds due for the period for which school resource officer services were paid but are not provided because of termination of this Agreement.

ARTICLE X

All notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Services as regular mail, postage prepaid, and addressed as follows:

Chief of Police
City of Cape Coral Police Department
1100 Cultural Park Boulevard
Cape Coral, FL 33990

Jacqueline Collins, Superintendent
Cape Coral Charter Authority
3519 Oasis Boulevard
Cape Coral, FL 33914

ARTICLE XI

The Authority, the City, and their agents and 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 Authority and the City, or their designees.

ARTICLE XII

This document constitutes a full understanding of the parties, is a final written expression of all the terms of the Agreement between the parties and is a complete and exclusive statement of those terms. No terms, conditions, or Agreement purporting to modify or vary the terms of this document shall be binding unless hereinafter is made in writing and signed by both parties.

ARTICLE XIII

1. Each party agrees to be liable for all claims, suits, damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of its own agents, subcontractors, and employees, during the operation of this Agreement.
2. Further, each party agrees to indemnify the other to the extent allowed by law against all claims, suits, damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of its own agents, subcontractors, and employees, during the operation of this Agreement.
3. Nothing herein contained is intended to serve nor shall be interpreted as a waiver of any defense or limitation of liability afforded a governmental entity because of sovereign immunity, or to extend or increase either party's liability provided pursuant to Section 768.28, Florida Statutes.

4. Nothing herein is intended to nor shall be construed as creating any right, claim, duty or obligation to any third party that is not a signatory to this Agreement.

ARTICLE XIV

School resource officers have a dual role at the schools at which they serve. They shall serve as “law enforcement units” meaning within the meaning of 34 CFR § 99.8(a)(1)(i)-(iii), and as “school officials” having a legitimate educational interests in information contained in students records, within the meaning of 20 U.S.C. §1232g and F.S. §1002.221(2)(c).

ARTICLE XV

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed version of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

ARTICLE XVI

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement on the date of the last signed as below written.

(SEAL)
ATTEST:

CITY
City of Cape Coral, Florida

Signature: _____
Kimberly Bruns
City Clerk

Signature: _____
John Gunter
Mayor

Date: _____

Date: _____

LEGAL REVIEW:

Aleksander Boksner, City Attorney

WITNESS:

Signature: _____

Name: Kathleen Paul-Evans

Date: 5/13/25

Cape Coral Charter School Authority

Signature: _____

Name: J. COLLINS

Title: Superintendent

Date: 5.12.25