

RESOLUTION 154 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING AN AGREEMENT BETWEEN SOUTHWEST CHARTER FOUNDATION, INC. AND THE CITY OF CAPE CORAL, FLORIDA, TO PARTNER WITH THE CAPE CORAL POLICE DEPARTMENT TO PROVIDE SCHOOL RESOURCE OFFICERS AT MID CAPE GLOBAL ACADEMY LOCATED IN THE CITY OF CAPE CORAL, FLORIDA; 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, Southwest Charter Foundation, Inc. desires to enter into an agreement with the City of Cape Coral, Florida, ("City") to provide Cape Coral Police as School Resource Officer(s) in Mid Cape Global Academy located at 76 Mid Cape Terrace in the City; and

WHEREAS, Southwest Charter Foundation, Inc. will contribute \$60,000 per an officer for the 2025-2026 school year and will contribute \$60,000 for the 2026-2027 school year, such payments will contribute toward the cost of each school resource officer assigned to the school; and

WHEREAS, the Chief of Police recommends the Mayor and City Council approve an Agreement between the Southwest Charter Foundation, Inc. and the City, to partner with the Police Department to provide school resource officer(s) at Mid Cape Global Academy, for the protection and safety of school personnel, students, and visitors.

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 Southwest Charter Foundation, Inc. and the City of Cape Coral, Florida, to provide Cape Coral police as school resource officers at Mid Cape Global Academy as part of the School Resource Officer Program. The agreement is for a term of two years from July 1, 2025 through June 30, 2027. 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.

KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY

res\ SRO Agmt – Southwest Charter



EXHIBIT 1

AGREEMENT BETWEEN Southwest Charter Foundation, Inc. and The City of Cape Coral, Florida, for a School Resource Officer at Mid Cape Global Academy

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 by and between Southwest Charter Foundation, Inc., d/b/a Mid Cape Global Academy, located at 6278 North Federal Highway, Ste. 384, Fort Lauderdale, FL 33308 (hereinafter referred to as "Southwest") and the City of Cape Coral, Florida, (hereinafter referred to as "City").

WHEREAS, Southwest owns and operates Mid Cape Global Academy located at 76 Mid Cape Terrace, Cape Coral, FL 33991; 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, the Act requires each district school board and school district superintendent to cooperate with law enforcement agencies to assign one or more school resource officers at each school facility; and

WHEREAS, Southwest and the City desire to provide law enforcement and related services at Mid Cape Global Academy.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Southwest 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 a minimum of one (1) school resource officer to Southwest located at 76 Mid Cape Terrace, Cape Coral, FL 33991.
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 law enforcement emergency. The City shall be responsible for maintaining the records related to training of the SRO.
3. The school resource officer will be available for summer school at certain times upon request.

ARTICLE III

The school resource officer will:

1. Coordinate school related activities with the principal, staff members and parents and if practicable will seek advice regarding school programs;
2. Educate students and staff on the role of law enforcement;
3. Familiarize himself/herself with the school, its policies, the faculty and students of the school;
4. Maintain confidentiality, to the extent permitted by law and required by Family Education Rights and Privacy Act (FERPA), regarding students which he/she has occasion to counsel as well as protect the confidentiality of the student records to which he/she is provided access;
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 his/her assigned school (where that policy does not conflict with the City of Cape Coral Police Department's policy and/or law).
8. Participate as a member of the School's Threat Assessment Team at its monthly meeting.

ARTICLE IV

The administration and staff of Mid Cape Global Academy will:

1. Upon discovery of an issue that poses a threat to school safety, the principal, designee or other staff members, 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 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 business purposes.

ARTICLE V

Southwest shall pay **\$60,000.00** for the 2025-2026 school year which shall be due and owing within 30 days of the execution of this Agreement. For the 2026-2027 school year, Southwest shall pay **\$60,000** and such payment shall be due and owing by June 1, 2026. Such payments will be paid to the City to contribute toward the cost of each school resource officer assigned to the school.

ARTICLE VI

The term of this Agreement shall be for two years beginning July 1, 2025 and expiring on June 30, 2027.

ARTICLE VII

The City will maintain responsibility for all aspects of employment for each school resource officer. The school resource officer shall remain an employee of the City and not be an employee of the assigned school. Southwest acknowledges that the school resource officer is a Cape Coral Police Officer who will enforce the law under the direct supervision and control of the Cape Coral Police Department. The school resource officer shall remain responsive to the chain of command of the Cape Coral Police Department.

ARTICLE VIII

1. Upon the appropriate principal's reasonable request, the supervisor of the school resource officer will arrange a meeting to discuss concerns regarding the school 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 for the school resource officer as soon as practicable.

ARTICLE IX

1. Termination of this Agreement may only be accomplished as provided herein.
 - a. This Agreement may be terminated without cause by either party upon thirty (30) days written notification.
 - b. Notwithstanding language to the contrary, in the event Southwest fails to make payment in full to the City, upon the date such payment is due and owing pursuant to this Agreement, the City may terminate this Agreement, upon ten (10) days written notification, with opportunity to cure, to Southwest.
2. In the event this Agreement is terminated, compensation shall be made to the City by Southwest for services performed to the date of termination on a pro rata basis.
3. Southwest 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 Service 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

Ken Haiko, Chairman
Southwest Charter Foundation, Inc.
6278 North Federal Highway, Ste. 384
Fort Lauderdale, FL 33308

City Attorney's Office
City of Cape Coral
PO Box 150027
Cape Coral, FL 33915

Levi G. Williams, Jr. Esq.
Law Offices of Levi Williams, P.A.
Seacoast Bank Building
12 S.E. 7th Street, Suite 710
Fort Lauderdale, FL 33301

ARTICLE XI

Southwest, 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 Southwest 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 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 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” within the meaning of 34 CFR §99.8 (a)(1)(i) -(iii), and as “school officials” having a legitimate educational interest in information contained in student 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 last signed as below written.

(SEAL)
ATTEST:

CITY:

City of Cape Coral, Florida

Signature: _____
Kimberly Bruns
City Clerk

Signature: _____
John Gunter
Mayor

Date: _____

APPROVED AS TO FORM:

Aleksandr Boksner, City Attorney

WITNESS:

Southwest Charter Foundation, Inc

Signature: Leah Peake

Signature: Ken Haiko

Typed Name: Leah Peake

Typed Name: Ken Haiko

Title: Chairman

Date: 5.13.25

APPROVED AS TO FORM:


Levi G. Williams, Jr., Esq.