

RESOLUTION 155 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, AND THE CITY OF CAPE CORAL, FLORIDA TO PARTNER WITH THE CAPE CORAL POLICE DEPARTMENT TO PROVIDE SCHOOL RESOURCE OFFICERS IN LEE COUNTY DISTRICT SCHOOLS WITHIN 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, for the protection and safety of school personnel, property, students, and visitors, the School Board of Lee County desires to enter into an Agreement with the City to partner with the Cape Coral Police Department to provide school resource officers at all Lee County District Schools within the City of Cape Coral, Florida; and

WHEREAS, the term of the Agreement shall be for one year beginning August 31, 2025 through July 31, 2026; and

WHEREAS, the School Board of Lee County will contribute \$60,000 for each of the twenty-three (23) officers and one supervisor to assist with the cost of providing law enforcement officers in the schools; and

WHEREAS, the Chief of Police recommends the Mayor and City Council approve the Interlocal Agreement between the City and the School Board of Lee County to partner with the Cape Coral Police Department to provide school resource officers at all Lee County District Schools within the City of Cape Coral, Florida.

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 the Interlocal Agreement between the City and the School Board of Lee County to partner with the Cape Coral Police Department to provide school resource officers at all Lee County District Schools within the City of Cape Coral, Florida. The agreement is for a term of one year from August 1, 2025 through July 31, 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:

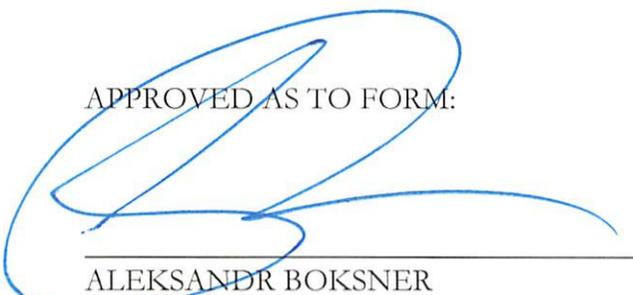
GUNTER \_\_\_\_\_  
STEINKE \_\_\_\_\_  
LEHMANN \_\_\_\_\_  
DONNELL \_\_\_\_\_

LASTRA \_\_\_\_\_  
KILRAINE \_\_\_\_\_  
LONG \_\_\_\_\_  
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 - LCSB

  
\_\_\_\_\_

EXHIBIT 1

**INTERLOCAL AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA  
and  
THE CITY OF CAPE CORAL, FLORIDA  
for  
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between The School Board of Lee County, Florida, (the "School Board"), 2855 Colonial Blvd. Fort Myers, FL, 33966, a public corporate body existing under the laws and Constitution of the State of Florida and the City of Cape Coral, a Florida municipal corporation acting by and through its City Council, the governing body thereof, (the "CITY"), P.O. Box 150027, Cape Coral, FL 33990;

WITNESSETH:

- A. The School Board and the CITY desire to provide law enforcement and related services to the District schools of Lee County; and
- B. A School Resource Officer Program has been proposed for the District school system of Lee County, Florida, and hereinafter described; and
- C. The School Board and the CITY recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of the CITY, and particularly to the students of the District school system of Lee County, Florida; and
- D. It is in the best interest of the School Board, the CITY, and the citizens of Cape Coral to establish this program;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the CITY hereby agree as follows:

**ARTICLE I**

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A School Resource Officer Program is hereby established in the District school system of Lee County, Florida for twelve (12) months from August 1, 2025 to July 31, 2026.

**ARTICLE II**

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The CITY shall provide School Resource Officers (hereinafter referred to as "SROs") as follows:

Number of School Resource Officers

- 1. The CITY shall assign one (1) SRO for each of the nine (9) elementary schools, one (1) for each of the six (6) middle schools, and up to two (2) for each of the four (4) high schools located in the City of Cape Coral.

2. The CITY shall assign a supervisor to oversee the officers assigned to the above schools.

#### Regular Duty Hours for School Resource Officers

1. Each SRO shall be assigned on a full-time basis for those days and during those hours that the school is in regular session. As each school has a different start and end time, the SRO must be present thirty (30) minutes before the morning bell and thirty (30) minutes after the dismissal bell. SROs may be temporarily re-assigned by the CITY during school holidays and vacations, and trainings, or a second (2<sup>nd</sup>) SRO at schools with two (2) may be reassigned to cover sick call-offs at other schools that only have one (1) SRO.
2. The SRO or an officer/ deputy temporarily assigned must be present at the school at all times during school hours when school is in session.
3. SROs will be available for Summer School at covered schools.

#### Duties and Responsibilities of School Resource Officers

1. The SRO shall coordinate all school-related activities with the principal and staff members concerned and will seek permission, advice, and guidance before enacting any program within the school.
2. The SRO shall develop expertise in presenting various subjects to students. Such subjects shall include a basis of understanding of the laws, the role of the police officer, and the police mission.
3. The SRO shall interact with the faculty of the school to which he or she is assigned.
4. The SRO shall become familiar with the school, its policies, and the students of each school.
5. The SRO shall coordinate with the principal, or his or her designee, as it relates to academic issues and will also coordinate all school-related activities with the principal, or his or her designee.
6. To the extent permitted by law, and the law enforcement agency policy as it relates to discretion, the SRO will report violations of the laws he or she becomes aware of to his or her supervisor at the police department. The SRO shall maintain a confidential contact report/ file on the students which he or she has to counsel and shall also protect the confidentiality of the student records to which he or she is provided access, including, but not limited to, CASTLE, FOCUS, and camera surveillance systems or other FERPA protected information.

7. The SRO will protect from loss all keys and access cards and report any loss to the principal. The SRO will actively look for, lock, and report to the principal any unlocked doors that should be locked to ensure campus security. CITY will ensure that SROs or any other CITY personnel with access to keys, access cards, or other means to unlock doors will only use such access when it is deemed reasonably necessary to protect the safety of students, SCHOOL BOARD employees, or other persons lawfully on campus.
8. The SRO shall work with students, faculty, and parents when presenting various programs.
9. The SRO shall integrate with the students in the following ways: during class breaks, during lunch periods, before and after school, at school activities such as football and basketball games, and in classrooms.
10. The SRO shall perform other law enforcement duties which are assigned by their supervisors such as latent investigations, special investigations, and special assignments.
11. The SRO shall serve as a referral resource for the students, faculty, and parents to many social agencies and facilities available to the public.
12. The SRO will serve as a member of the school Threat Assessment Team.
13. The SRO will participate and report information that is required under the School Environmental Safety Incident Reporting (SESIR), under §1006.07(9), Florida Statutes, any Department of Education Rules enacted as part of SESIR and policies which also address the other requirements of § 1006.13, Florida Statutes and any updates or changes to these requirements or policies.
14. The SRO shall adhere to School Board Policy (where that policy does not conflict with the Department's Rules and Regulations and/or Florida State Statutes concerning law enforcement officers), and Law Enforcement Policy concerning student interviews and confidentiality of investigations.

### **ARTICLE III**

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#### **Rights, Duties, and Responsibilities of the School Board**

1. Upon discovering a student or adult committing an act that poses a serious threat to school safety, the principal, designee, or other staff member shall immediately notify the School Resource Officer or other law enforcement official as designated by School Board Policies. See School Board policies 8406 and 8407.
2. School officials shall not report petty acts of misconduct to SROs or other law enforcement officials, and shall handle those disciplinary offenses without filing a law enforcement report, as designated by Florida Statutes.

3. The School Board shall provide the SRO of each school with the following materials and facilities, which are deemed necessary to the performance of the SRO duties:
  - A. Audio/video, aids/equipment for classroom presentations.
  - B. A secure area for storage of equipment and communications.
  - C. A dedicated air-conditioned and properly lighted private office for each Middle and High School SRO, a telephone that may be used for general business purposes, a desk, a chair, and access to secretarial support.
4. Principals shall ensure that all school personnel are properly informed as to their responsibilities regarding the reporting of crimes.
5. All law enforcement matters will be the sole jurisdiction and responsibility of the Cape Coral Police Department.
6. Each agency will record the dates and times when SROs check in at their school and check out and provide those records upon request.

#### **ARTICLE IV**

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##### Financing of the School Resource Officer Program

1. State and matching local funds provided by the School Board for the term of this Agreement, for the cost of the SRO services listed in this Agreement, shall be paid to the CITY upon receipt of said State funds.
2. The School Board agrees to contribute Sixty Thousand Dollars (\$60,000.00) for each of the twenty-three (23) School Resource Officers, and one (1) supervisor, for the CITY's School Resource Officer Program for the twelve (12) month period from August 1, 2025 to July 31, 2026.

#### **ARTICLE V**

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##### Employment Status of School Resource Officers

1. School Resource Officers shall remain employees of the CITY and shall not be employees of The School Board of Lee County, Florida. The School Board and the CITY acknowledge that the School Resource Officers are law enforcement officers, who shall uphold the law under the direct supervision and control of the CITY. School Resource Officers shall remain responsive to the chain of command of the Cape Coral Police Department. School Resource Officers serve to assist the principals and other members of the school community.

## **ARTICLE VI**

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### **Appointment of School Resource Officers**

1. The Chief of the Cape Coral Police Department, or his designee, will maintain the responsibility for the recruitment, interviewing, and evaluation of the SROs.
2. SRO applicants must meet the following requirements:
  - A. The applicant should be a volunteer for the position of School Resource Officer.
  - B. The applicant should be an experienced officer with a minimum of three (3) years of law enforcement experience and must be a State Certified Law Enforcement Officer.
  - C. It is desirable that the applicant possess a bachelor's degree from an accredited college or university.
  - D. The SRO will obtain an SRO Certificate after appointment.
  - E. All SROs must maintain all statutorily required background screenings, experience and training.
  - F. The School District will be notified of the dismissal of an SRO for misconduct or when an SRO discharges a firearm in exercise of duties within seventy-two (72) hours of the dismissal or incident.

## **ARTICLE VII**

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### **Dismissal of School Resource Officers: Replacement**

1. Upon request, the supervisor of the SRO will arrange a meeting to discuss concerns regarding the SRO's performance or responsibilities.
2. In the event of the resignation, dismissal, reassignment or absence of an SRO, the Chief of the Cape Coral Police Department, or his designee, shall provide an immediate replacement SRO.

## **ARTICLE VIII**

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### **Termination of Agreement**

This Agreement may be terminated by either party upon ninety (90) days' written notification that any other party has failed to substantially perform per the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon one hundred eighty (180) days' written

notification. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination. The School Board shall be entitled to a prorated refund for that period when SRO services are not provided because of the termination of this Agreement.

## **ARTICLE IX**

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### Notices

Any and 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:

To School Board:

Office of the Superintendent  
Superintendent  
2855 Colonial Boulevard  
Fort Myers, Florida 33966

With a copy to:

Office of Legal Services  
School Board Attorney and  
General Counsel  
2855 Colonial Boulevard  
Fort Myers, Florida 33966

To CITY:

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

With a copy to:

Cape Coral City Attorney's Office  
P.O. Box 150027  
Cape Coral, Florida 33915

## **ARTICLE X**

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### Good Faith

The School Board, the CITY, 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 Superintendent and the CITY, or their designees.

## **ARTICLE XI**

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### Modification

This document constitutes the full understanding of the parties, and no terms, conditions, understandings, 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 XII**

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

## **ARTICLE XIII**

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### Law Enforcement - Education Committee

The Law Enforcement - Education Committee, composed of the head law enforcement officer of each of the law enforcement agencies, or their designee, participating in the SRO program, the Superintendent of Schools, or his designee, and District Officials, will be responsible for overseeing the terms of this Agreement.

## **ARTICLE XIV**

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### Indemnification

Each party agrees to be liable for all claims, suits, and 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, in the course of the operation of this contract. Further, each party agrees to indemnify the other to the extent allowed by law against all claims, suits, and damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omission of its own agents, subcontractors, and employees, in the course of the operation of this Agreement.

Nothing herein contained is intended to serve as a waiver of sovereign immunity by either party. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

## ARTICLE XV

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SROs shall serve as "law enforcement units" within the meaning of 34 CRF §99.8 (a)(1)(i) - (ii), and as "school officials" having a legitimate educational interest in the information contained in student records, within the meaning of U.S.C. §1232(g) and F.S. §1002.221 (2)(c).

## ARTICLE XVI

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Unless records are confidential and exempt pursuant to applicable privacy laws, the CITY is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this Agreement and will specifically:

1. CITY acknowledges that the School Board's safety and security systems, including its camera surveillance systems, are exempt from public records disclosure. (Florida Statute §119.071).
  - a. Keep and maintain public records required by the School Board to perform the service.
  - b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.
  - d. Upon completion of the contract, with regard to records which were kept or maintained to perform service under this Agreement, the CITY shall either (a) transfer, at no cost to the School Board, all public records in possession of the CITY, or (b) keep and maintain such public records. If the CITY transfers public records to the School Board upon completion of the contract, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the contract, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
  - e. **IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-461-8420, [PublicRecords@leeschools.net](mailto:PublicRecords@leeschools.net) OR BY MAIL: The School Board of Lee County, Florida – PublicInformation Coordinator, 2855 Colonial Blvd., Fort Myers, FL 33966.**

**ARTICLE XVII**

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Force Majeure

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (“Force Majeure Event”), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If a Force Majeure Event lasts for more than ninety (90) days and the delay cannot correct its failure or delay in performance during that period, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

**ARTICLE XVIII**

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If any of these terms shall be deemed invalid by a Court of competent jurisdiction, the remaining terms of this Agreement shall remain enforceable. The venue for any dispute arising from this Agreement shall be Lee County, Florida.

**ARTICLE XIX**

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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 the faxed version of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

**ARTICLE XX**

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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 the same instrument.

**ARTICLE XXI**

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E-Verify

CITY warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to its respective employees assigned to perform Services. 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 the same instrument.

[SIGNATURE PAGE TO FOLLOW]

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

THE SCHOOL BOARD OF LEE COUNTY,  
FLORIDA

THE CITY OF CAPE CORAL

By: \_\_\_\_\_  
Samuel Fisher, Chair

By: \_\_\_\_\_  
John Gunter, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Denise M. Carlin, Ed.D.  
Superintendent

Date: \_\_\_\_\_

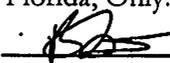
Signed, sealed, and delivered In the presence of:

Signed, sealed, and delivered In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Approved As To Form And Legal Sufficiency,  
As To The School Board Of Lee County,  
Florida, Only:

  
\_\_\_\_\_  
Kathy Dupuy-Bruno (May 13, 2025 12:56 EDT)

Kathy Dupuy-Bruno, Esq., B.C.S.  
School Board Attorney and General Counsel  
Date: 5/13/25

Approved as to Form:

\_\_\_\_\_  
Aleksandr Boksner  
City Attorney

Date: \_\_\_\_\_