AGREEMENT BETWEEN
THE FLORIDA CHARTER EDUCATIONAL FOUNDATION, INC., AND THE CITY OF NORTH PORT, FLORIDA FOR THE SCHOOL RESOURCE OFFICER PROGRAM

This agreement is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 ("City") and The Florida Charter Educational Foundation, Inc., a Florida Not for Profit Corporation ("FCEF"), whose address is 6278 N Federal Highway, Suite 384, Fort Lauderdale, FL 33308 ("School") (City and School are collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the Parties desire to provide law enforcement and related services to the school in compliance with the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, the Parties have established a School Resource Officer Program for the School, as described below; and

WHEREAS, the Parties recognize the benefits of the School Resource Officer Program to the School's students; and

WHEREAS, maintaining this program is in the best interests of the Parties, and serves the public health, safety, and welfare of the citizens of North Port; and

NOW THEREFORE, for and in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. TERM

A School Resource Officer Program ("Program") is established for the School, for a term of twelve (12) months, from July 1, 2026 through June 30 2027.

2. RIGHTS AND OBLIGATIONS OF THE CITY

The City will provide a sworn Law Enforcement Officer to serve as a School Resource Officer ("SRO"). The SRO will be supervised by the North Port Police Department Chief of Police or designee (collectively, "NPPD Chief").

A. Assignment of SRO

The NPPD Chief will assign one (1) SRO to the School's campus located at College Preparatory Academy at Wellen Park, 11611 Mezzo Drive, Venice, FL 34293. ("Campus"). The SRO placed on Campus shall serve as the Campus SRO for the duration of the Term, unless removed or temporarily substituted as provided herein.

B. Regular Duty Hours of the SRO

1. The SRO will be assigned to the School on a full-time basis while the school is in regular session, including summer school, if any. The SRO must be on Campus from one-half (1/2) hour prior to the start of classes until one-half (1/2) hour after classes are dismissed. During the regular duty hours, the SRO will be on Campus performing the tasks as required in the SRO's assignments.

2. NPPD Chief may temporarily reassign the SRO during school holidays and vacations, and/or during any period of police emergency.

    a. The SRO supervisor may adjust the SRO's regular duty hours on a situational basis; however, an SRO must be on Campus during regular duty hours as set forth in paragraph B.1. above. The SRO Supervisor must approve adjustments to the SRO schedule if the SRO is unavailable for Campus related activities requiring the presence of a law enforcement officer. The SRO Supervisor will reassign the SRO's duties as needed during this time.

    b. The SRO must attend training as required by the Special Operations Commander or training mandated by the Florida Criminal Justice Standards and Training Commission ("CJSTC"). These training courses will be scheduled for times other than regular school duty hours. Pursuant to Section 1006.12(1)(b), Florida Statutes, School Resource Officers shall abide by District School Board policies and shall consult and coordinate activities through the school principal; however, SROs shall remain responsible to the law enforcement agency in all matters relating to employment, subject to the terms of this Agreement. Activities conducted by the SRO as part of the regular instructional program of the school shall be under the direction of the school principal. The City shall be the entity responsible for maintaining records relating to SRO training.

    c. The NPPD Chief will designate a substitute SRO in the event the assigned SRO is absent from duty.

3. Overtime Hours for SRO

    a. All overtime hours are subject to the North Port Police Department's established overtime procedures. Overtime hours are only permitted with the prior approval of the NPPD Chief.

    b. The School will pay any SRO in accordance with its established procedures for any work the SRO conducts pursuant to a contract with the School for duties outside of those identified in this Agreement (i.e., coaching duties, after school intramural programs, or teaching).

    c. The School will pay an SRO in accordance with the current established procedures of the City of North Port Police Department for any work detail hours assigned by the School Administration for sporting events, and other special projects at the Campus.

4. Duties of SRO

a. Instructional Responsibility of the SRO:

i. The SRO will act as an instructor for specialized, short-term programs when invited to do so by the Principal or a member of the School's faculty.

ii. The SRO will teach a portion of the "Life Skills Drug Education Program" as a guest speaker. The Principal or member of the School's faculty will make the request of the SRO. The SRO will not be asked to teach the Life Skills Drug Education Program on a full-time basis.

iii. The SRO will make available a variety of law-related presentations to the School's faculty and students.

iv. Any exceptions to these instruction responsibilities must be mutually agreed upon in writing by the NPPD Chief, the Superintendent of Schools, and the individual School's Principal or Principal's designee.

b. Additional Duties and Responsibilities of the SRO:

i. The SRO will coordinate all of his/her activities with the Principal and staff members concerned and will seek permission, advice, and guidance prior to enacting any program within the School.

ii. The SRO will develop expertise in presenting various subjects to the students. Such subjects will include a basic understanding of the laws, the role of the police officer, and the police mission.

iii. The SRO will encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.

iv. The SRO will make himself/herself available for conferences with students, parents, and faculty members to assist them with problems of a law enforcement or crime prevention nature.

v. The SRO will become familiar with all community agencies that aid youth and their families, such as mental health clinics, drug treatment centers, etc. The SRO will make referrals to such agencies, when necessary, thereby acting as a resource to the students, faculty, and staff of the school.

vi. The SRO will assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on Campus or during school sponsored events.

vii. Should it become necessary to conduct formal police activities with the students, the SRO will adhere to the School's policy, North Port Police Department's policy, and legal requirements with regard to police activities such as investigations and

interviews. Confidential information obtained pursuant to Chapter 39, Florida Statutes (proceedings relating to juveniles), will not be disclosed except by law, court order, or by the criteria set forth in the Interagency Agreement Regarding Sharing Information about Juvenile Offenders and Florida Department of Law Enforcement ("FDLE") Users Agreement.

viii. The SRO will take law enforcement action as required. As soon as practicable, the SRO will make the Principal of the school aware of such action. At the request of the Principal or Principal's designee, the SRO will take appropriate law enforcement action against intruders and unwanted persons who may appear at the school and related school functions to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the Principal before requesting additional police assistance on Campus. As soon as practicable after an SRO takes law enforcement action, the SRO will provide an incident report to the Principal or Principal's designee.

ix. The SRO will give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment whenever necessary. These requests must be handled in accordance with established City overtime procedures. Any overtime payments necessitated by this paragraph will be paid by the City.

x. The SRO may be assigned during normal duty hours non-campus investigations relating to runaways that attend the school. After hours, the School will call the non-emergency number to the City of North Port Police Department to report information relating to runaways.

xi. SRO will be assigned to thefts of bicycle cases.

xii. The SRO will maintain detailed and accurate records of the operation of the SRO Program and will make them available as required by law.

xiii. The SRO will not act as a school disciplinarian. However, if the Principal believes an incident is a violation of the law, the Principal will contact the SRO and the SRO will then determine whether law enforcement action is appropriate. The SRO is not to be used for regularly assigned lunchroom duties, hall monitors, bus duties or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the school until the problem is resolved.

xiv. The SRO will provide regular security services, such as monitoring access doors, particularly during student drop-off and pick-up times, walking hallways, and patrolling school perimeters. The SRO will participate in safety drills, serve as the law enforcement member of the School's behavioral threat assessment team and in the development of the School's Crisis Management Plans. The SRO will respond to any threat upon the school and comply with all School Safety Officer obligations as set forth in the Marjory Stoneman Douglas High School Act. The SRO shall comply with the Family Educational Rights and Privacy Act ("FERPA").

c. The NPPD Chief will assign one full-time Sergeant to oversee the SRO assigned above and to perform scheduled or unscheduled visits to the School and to perform other assigned tasks including:

i. Approving reports, providing leadership, training, direction, evaluation, analyzing Campus statistics and problem areas, and establishing rapport with school administration.

ii. Being available for investigations into criminal incidents on Campus.

iii. Acting as a liaison to the Director of Sarasota School District Safety, Security and Emergency Management, and other school district personnel.

3. RIGHTS AND DUTIES OF THE SCHOOL

A. The School will follow and implement the requirements of the Marjory Stoneman Douglas High School Public Safety Act, including but not limited to Sections 1006.07 and 1006.12, Florida Statutes.

B. The School will provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to an air-conditioned and properly lit private space, which will contain a telephone that may be used for general business purposes;

2. A location for files and records that can be properly locked and secured;

3. A desk with drawers, a chair, workable filing cabinet, and office supplies;

4. Access to a computer; and

5. Use of an administrative assistant.

4. APPOINTMENT OF SCHOOL RESOURCE OFFICER

The Principal or Principal's designee will coordinate with the NPPD Chief the selection and evaluation of the SRO to be assigned to the Campus.

5. FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

A. The School agrees to pay a total of One Hundred Thousand dollars ($100,000.00) as its share of the SRO for the School.

B. The School will pay the fee to the City, in twelve (12) equal monthly payments beginning July 1, 2026. If selection and placement of the SRO at the School is not made by July 1, 2025, the total fee of $100,000.00 will be made in equal monthly payments beginning the first day of the following month that the placement is made.

6. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

The SRO will remain an employee of the City and will not be an employee of the School. The School and the City acknowledge that the SRO will remain responsive to the chain of command of the City of North Port Police Department.

7. INDEMNIFICATION

A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE PARTIES AGREE TO ASSUME ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE OTHER, SPECIFICALLY WITH REGARD TO THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, AND WITH REGARD TO THE SCHOOL, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLECT OR OMISSIONS OF THE RESPECTIVE PARTY, AND/OR ITS SCHOOL, OR SCHOOL'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE SCHOOL IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE SCHOOL OR THE CITY OR THE CITY'S SUBDIVISIONS TO SUIT BY THIRD PARTIES.

B. EACH PARTY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE OTHER MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE INDEMNIFYING PARTY MUST PROMPTLY NOTIFY THE OTHER IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

C. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE SCHOOL'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY WILL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

D. THE PARTIES ACKNOWLEDGE THAT EACH IS SUBJECT TO SOVEREIGN IMMUNITY AND NOTHING IN THIS AGREEMENT WILL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF EITHER PARTY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28.

E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. FORCE MAJEURE

A. Should performance of any obligation (other than payment obligations) created under this Agreement become illegal or impossible by reason of:

1. A strike or work stoppage, unless caused by a negligent act or omission of any party;

2. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

3. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

4. A declared emergency of the federal, state, or local government; or

5. Any other cause not enumerated that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

6. The non-performing party provides written notice within five (5) days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

7. The excuse of performance is no greater in scope or duration than required by the event of force majeure;

8. No obligations of either party that arose before the force majeure are excused as a result of the event of force majeure; and
9. The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

9. DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

A. In the event the Principal of the school to which the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities or is otherwise not suitable for the assignment to the Campus, the Principal or Principal's designee will recommend replacement of the SRO to the NPPD Chief. Within a reasonable amount of time after receiving the recommendation from the Principal, the NPPD Chief may ask to meet with the SRO and the Principal or Principal's designee to resolve any problems which may exist.

B. If, within a reasonable amount of time and at Principal's or Principal's designee's discretion the problem cannot be resolved, then the SRO will be removed from the program at the School and a replacement will be obtained.

C. The NPPD Chief may reassign an SRO based upon Department Rules, Regulations, and/or General Orders and when it is in the best interest of the citizens of the City of North Port and provide notice to the School Principal.

D. In the event of the resignation, reassignment, or notice of long-time absence by an SRO, the NPPD Chief will immediately provide a temporary replacement for the SRO upon receiving notice of such absence, resignation, or reassignment. At no time will the school be without the presence of an SRO during school hours, including the one-half (1/2) hour prior to the start of classes and one-half (1/2) hour after classes are dismissed. As soon as practicable, the NPPD Chief will recommend a permanent replacement for the SRO position.

10. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days written notice. 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 will be entitled to a prorated refund for that period of time when SRO services are not provided.

11. NOTICES

Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

<u>For City of North Port, Florida</u>:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

<u>with a copy to:</u>
City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

<u>With a copy to:</u>
City of North Port, Florida
Attn: North Port Police Department

4980 City Hall Blvd.
North Port, Florida 34286

For Florida Charter Educational Foundation:
Attn: Eric Johnson, Board Chair
6278 N. Federal Highway, Suite 384
Fort Lauderdale, FL 33308

with a copy to:
Law Office of Levi Williams, P.A.
Attn: Levi G. Williams, Esq.
12 S.E. 7th Street, Suite 710
Fort Lauderdale, FL 33301

with a copy to:
Edward J. Pozzuoli, Esq.
Attn: Tripp Scott
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301

12. GOOD FAITH

The School, 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 Principal and the City Manager, or their designees.

13. MISCELLANEOUS

A. Authority to Execute Agreement. The signature by any person to this Agreement will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and will inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

D. No Agency. Nothing contained herein will be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties will be deemed to create any relationship between them other than that as detailed herein.

E. Severability. In the event any court will hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions will be valid and binding upon the Parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed as a waiver of a subsequent breach by the other party.

F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.

G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.

H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement will require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

I. Assignment. The School will not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The School will not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows.

(remainder of the page intentionally left blank, signature pages to follow)

THE FLORIDA CHARTER EDUCATIONAL FOUNDATION, INC.
College Preparatory Academy at Wellen Park

_____

By: _____
Name: Eric Johnson _____
Title: __Chair_____

SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____2026, by Eric Johnson, as Board Chair for The Florida Charter Educational Foundation, Inc.

_____
Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

Approved by the City Commission of the City of North Port, Florida on _____, 2026.

CITY OF NORTH PORT, FLORIDA

_____
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

_____
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____
MICHAEL FUINO, B.C.S.
CITY ATTORNEY