

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

THIS AGREEMENT FOR SCHOOL RESOURCE OFFICE PROGRAM ("Agreement") is entered into by and between **THE FLORIDA CHARTER EDUCATIONAL FOUNDATION, INC.** ("FCEF"), and the **CITY OF NORTH PORT, FLORIDA** (hereinafter referred to as the "City of North Port").

WITNESSETH:

WHEREAS, FCEF and the City of North Port desire to provide law enforcement and related services to College Preparatory Academy at Wellen Park in compliance with the Marjory Stoneman High School Public Safety Act; and

WHEREAS, a School Resource Officer Program has been established for FCEF, as hereinafter described; and

WHEREAS, FCEF and the City of North Port recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of North Port, Florida, and particularly to the students of FCEF; and

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

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, FCEF and the City of North Port hereby agree as follows:

**ARTICLE I
TERM**

A School Resource Officer Program ("Program") is established at FCEF, for twelve months, from July 1, 2024 through June 30, 2025.

**ARTICLE II
RIGHTS AND OBLIGATIONS OF THE CITY OF NORTH PORT**

The City of North Port shall provide a sworn North Port Police Officer to serve at the College Preparatory Academy at Wellen Park Campus as School Resource Officer ("SRO") as follows:

A. Assignment of SRO

1. College Preparatory Academy at Wellen Park ("Campus") is located at 11611 Mezzo Drive Venice, FL 34293.
2. The Chief of the City of North Port Police Department or Chief's designee shall assign one SRO to FCEF for the Campus at Wellen Park.

B. Regular Duty Hours of the SRO

1. The SRO shall be assigned to FCEF on a full-time basis, and during those hours that the school is in regular session 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 these regular duty hours, the SRO will be on Campus performing such tasks as may be required by the SRO's assignments.

The SRO may be temporarily reassigned by the Chief of the City of North Port Police Department or Chief's designee during school holidays and vacations, and/or during any period of police emergency as determined by the Chief of Police or designee.

2. Regular duty hours may be adjusted on a situational basis with the consent of the SRO supervisor; however, an SRO must be on campus during regular duty hours as set forth in paragraph B. 1 above. Situational adjustments, including adjustments to cover scheduled campus related activity requiring the presence of a law enforcement officer must be approved by the North Port Police Department Chief or Chief's designee prior to being required. This request must be in writing and must be with reasonable notice to the North Port Police Department.
3. Whenever possible, no SRO training shall be scheduled during regular duty hours. Training may include briefing/information sharing between the various SROs and any other law enforcement agency.
4. The City of North Port shall provide a substitute SRO in the event the assigned SRO is absent from duty.

C. Overtime Hours for SRO

1. Overtime hours must be authorized and approved by the Chief of the North Port Police Department or Chief's designee and shall be paid by the City of North Port in accordance with the City of North Port Police Department's policies.
2. Any SRO who enters into an agreement with FCEF for coaching duties, after school intramural programs, or teaching shall be paid by FCEF in accordance with FCEF's established procedures and the agreement will be separate from his/his duties and contractual relationship as an SRO at the Campus.
3. Any SRO who is requested to work extra duty at the Campus by school administration shall be paid by FCEF in accordance with the current established procedures of the City of North Port Police Department.

D. Duties of SRO

1. Instructional responsibility of the SRO:
 - a. The SRO will act as instructor for specialized, short-term programs when invited to do so by the Principal or Principal designee at the Campus.

- b. The SRO shall teach a part of the "Life Skills Drug Education Program" as a guest speaker. The Principal or member of the faculty shall make the request of the SRO. The SRO shall not be asked to teach the Life Skills Drug Education Program on a full-time basis.
 - c. The SRO shall make available to the Campus faculty and students a variety of law-related presentations.
2. Additional duties and responsibilities of the SRO:
- a. The SRO shall 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.
 - b. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police officer, and the police mission.
 - c. The SRO shall encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
 - d. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
 - e. The SRO shall become familiar with all community agencies that offer assistance to youth and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty and staff of the school.
 - f. The SRO shall 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, and shall participate in threat assessments and threat assessment team meetings as a member of the schools' Threat Assessment Team.
 - g. Should it become necessary to conduct formal police activities with the students, the SRO shall adhere to FCEF policy, police 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), shall 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 F.D.L.E. Users Agreement.
 - h. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the Principal of the school aware of such action. At the Principal's request, the SRO shall 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 shall advise

the Principal before requesting additional police assistance on Campus. As soon as practicable after an SRO takes law enforcement action, the SRO shall provide an incident report to the Principal or Principal's designee.

- i. The SRO shall 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 of North Port overtime procedures. Any overtime payments necessitated by this paragraph will be paid by the City of North Port.
 - j. The SRO may be assigned non-campus investigations relating to runaways that attend the school to which the SRO is assigned.
 - k. SRO will be assigned thefts of bicycle cases.
 - l. The SRO shall maintain detailed and accurate records of the operation of the SRO Program and shall make them available as required by law.
 - m. The SRO shall not act as a school disciplinarian. However, if the Principal believes an incident is a violation of the law, the Principal shall contact the SRO and the SRO shall 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.
 - n. The SRO shall 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 shall participate in safety drills, serve as the law enforcement member of School's behavioral threat assessment team and in the development of the school's Crisis Management Plans. The SRO shall 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.
- E. The Chief of the City of North Port Police Department or Chief's designee shall assign one full-time Sergeant to oversee the SRO assigned above and to perform scheduled or unscheduled visits to the FCEF school and to perform other assigned tasks including:
- 1. Approving reports, providing leadership, training, direction, evaluation, analyzing Campus statistics and problem areas, and establishing rapport with school administrations.
 - 2. Being available for investigations into criminal incidents on Campus.
 - 3. Acting as a liaison to the Director of Sarasota School District Safety, Security & Emergency Management, and other school district personnel.

**ARTICLE III
RIGHTS AND DUTIES OF FCEF**

- A. FCEF shall 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. FCEF shall provide to 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 lighted private space, which shall contain a telephone which 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.

**ARTICLE IV
FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

- A. FCEF agrees to pay a total fee of \$ 89,170.00 as its share of the SRO officer for FCEF.
- B. FCEF shall pay the fee to the City of North Port in 12 equal monthly payments beginning July 1, 2024.

**ARTICLE V
EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER**

SRO's shall remain employees of the City of North Port and shall not be employees of FCEF. FCEF and the City of North Port acknowledge that the SRO shall remain responsive to the chain of command of the City of North Port Police Department.

**ARTICLE VI
INDEMNIFICATION**

- A. FCEF and the City of North Port agree to indemnify and hold harmless the other party, its agents, officials, directors, officers, employees, and representatives against all injuries, deaths, losses, damage claim, suits, liabilities, judgements, costs, attorney fees, and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of the indemnifying

party's employees, agents, or licensees arising out of the performance of each party's obligations under this Agreement.

- B. Nothing in this Agreement shall be deemed to affect the rights, privileges, immunities or limitations on liability provided to the City of North Port as set forth in section 768.28, Florida Statutes and the Florida Constitution.
- C. In the event of any threatened or impending action that may give rise to a claim under the terms of this article, the party seeking indemnification for such claim must promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement Agreement entered into by one party without the consent of the indemnifying party. The terms of this article shall survive the termination of this Agreement.

**ARTICLE VII
APPOINTMENT OF SCHOOL RESOURCE OFFICER**

- A. The FCEF School Principal or Principal's designee shall coordinate with the Chief of the City of North Port Police Department or Chief's designee for the selection and evaluation of the SRO to be assigned to the Campus.

**ARTICLE VIII
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 or her duties and responsibilities, or is otherwise not suitable for the assignment to the Campus, the Principal or Principal's designee shall recommend replacement of the SRO to the Chief of the City of North Port Police Department or Chief's designee. Within a reasonable amount of time after receiving the recommendation from the Principal, the Chief of the City of North Port Police Department or Chief's designee may ask to meet with the SRO and the Principal or Principal's designee to resolve any problems which may exist.

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 shall be removed from the program at the School and a replacement shall be obtained.

- B. The Chief of the City of North Port Police Department or Chief's designee 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 North Port.
- C. In the event of the resignation, reassignment, or notice of long-term absence by an SRO, the Chief of the City of North Port Police Department or Chief's designee shall 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 Chief of City of North Port Police Department, Chief's designee, shall recommend a permanent replacement for the SRO position.

**ARTICLE IX
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 of North Port for all services performed to the date of termination. FCEF shall be entitled to a prorated refund for that period of time when SRO services are not provided.

**ARTICLE X
NOTICES**

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

For FCEF:

Valora Cole, Board Chair
The Florida Charter Educational Foundation, Inc.
6278 N. Federal Highway, Suite 384
Fort Lauderdale, FL 33308

With copy to:

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

With copy to:

Edward J. Pozzuoli, Esq.
Tripp Scott
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301

For City of North Port:

City of North Port, Florida
City Manager
4970 City Hall Boulevard
North Port, Florida 34286

With copy to:

City of North Port, Florida
Attn: City Attorney
4970 City Hall Boulevard
North Port, Florida 34286

With copy to:

North Port Police Department
Attn: Chief of Police
4980 City Hall Boulevard
North Port, Florida 34286

**ARTICLE XI
GOOD FAITH**

FCEF, the City of North Port, 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.

**ARTICLE XII
MISCELLANEOUS**

- A. 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 shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- B. 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.
- C. Severability: Should any provision of this Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.
- D. Headings: The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- E. Complete Agreement: This Agreement contains and embodies all the representations, covenants and promises made by the Parties. Except as otherwise provided herein, no modifications or Amendments to this Agreement shall be valid unless in writing and executed by the Parties.
- F. 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. FCEF shall 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.
- G. Assignment: FCEF shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

(This space left intentionally blank; signature pages to follow)

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

Approved by the City Commission of the City of North Port, Florida, on _____,
2024.

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

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

THE FLORIDA CHARTER EDUCATIONAL FOUNDATION, INC.

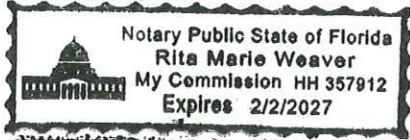


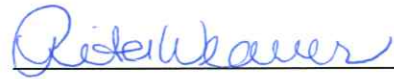
Valora Cole
Board Chair

SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 21 day of May 2024, by Valora Cole, as Board Chair for The Florida Charter Educational Foundation, Inc.





Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____