RESOLUTION 14-050

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2014-036 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised General fund budget for fiscal year 2013-2014, Budget Amendment BA 2014-036, a true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, are hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 6th day of May, 2014.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM: Kenneth B. Cuyler, City Attorney 4/29/14 Date

Vote of Councilmembers:

Ruane _____
Congress _____
Denham _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

DOCUMENT NUMBER **BA 2014 - 036**

CITY OF SANIBEL
BUDGET AMENDMENT

FUND: GENERAL FUND
DEPT: Public Safety

FUND	ORG	OBJECT	DESCRIPTION	Project	Amount Prior To Change	Incr/(Decr) REVENUE	Incr/(Decr) EXPENSE	Amount After Change
			GENERAL FUND					
001	001	337201	Public Safety - D.A.R.E. Grant		-	40,000	-	40,000
001	001	389029	Available for Subsequent Yr Budget		835,160	-	40,000	875,160
					TOTAL:	$ 40,000	$ 40,000	

PURPOSE: To budget receipt of $40,000 grant from the School Board of Lee County for the School Resource Officer Program. This amendment increases the FY14 budget by $40,000.

Prepared by:	Date	Resolution #:	Date	Entered:	Journal #:	Date
S. Chaipel	4/23/2014					

12/13-104

INTERLOCAL AGREEMENT BETWEEN

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

and

THE CITY OF SANIBEL

for

THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT, made and entered into this 22 day of October 2013 by and between the School Board of Lee County, Florida, (hereinafter referred to as the "School Board") and The City of Sanibel, (hereinafter referred to as the "City");

WITNESSETH:

A. The School Board and the City desire to provide law enforcement and related services to the public schools of Lee County; and

B. A School Resource Officer Program has been proposed for the public 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 Lee County, Florida, and particularly to the students of the public school system of Lee County, Florida; and

D. It is in the best interest of the School Board, the City, and the citizens of Lee County 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

A School Resource Officer Program is hereby established in the public school system of Lee County, Florida for twelve months from August 11, 2013 to August 10, 2014.

ARTICLE II

The City shall provide School Resource Officers (hereinafter referred to as "SRO's") as follows:

Number of School Resource Officers

1. The Chief of Police shall assign one (1) School Resource Officer to the following school:

   The Sanibel School

2. The Chief of Police shall assign one supervisor to oversee the officer assigned above.

Regular Duty Hours for School Resource Officers

1. Each SRO officer shall be assigned on a full-time basis for eight (8) hours on those days and during those hours that the school is in regular session. Officers may be temporarily re-assigned by the City during school holidays and vacations, trainings, or during a period of police emergency.

2. SRO's will be available for Summer School at certain times upon request.

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 prior to 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 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 report to the principal, or his designee, and will coordinate all school related activities with the principal, or his designee.

6. To the extent permitted by law, the SRO shall maintain a confidential contact report on the students which he/she has occasion to counsel. However, the SRO must report violations of the laws he/she becomes aware of to their supervisor at the Police Department. The SRO shall also protect the confidentiality of the Student Records to which he/she is provided access.

7. The SRO shall perform latent investigations of offenses assigned to him/her by their supervisor.

8. The SRO shall work with students, faculty, and parent, 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 referral resource for the students, faculty, and parents to many social agencies and facilities available to the public.

12. 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 police officers), and Law Enforcement Policy concerning student interviews and confidentiality of investigations.

ARTICLE III

Rights, Duties and Responsibilities of the School Board

1. Upon discovery of a student or adult committing an act that poses a serious threat to school safety, the principal, designee or other staff member shall provide immediate notification to the School Resource Officer or other law enforcement official.

2. School officials shall not report petty acts of misconduct to School Resource Officers or other law enforcement officials, and shall handle those disciplinary offenses without filing a report.

3. The School Board shall provide the SRO of each school the following materials and facilities, which are deemed necessary to 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, which shall have a telephone which may be used for general business purposes, a desk, 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 crime.

ARTICLE IV

Financing of the School Resource Officer Program

State and matching local funds provided by the School Board for the term of this Agreement, for the cost of the School Resource Officer services listed in this Agreement, shall be paid to the City of Sanibel upon receipt of said State funds.

The School Board agrees to contribute a total of $40,000 to the support of the City's School Resource Officer Program for the twelve (12) month period from August 11, 2013 to August 10, 2014.

ARTICLE V

Employment Status of School Resource Officers

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

ARTICLE VI

Appointment of School Resource Officers

The Chief will maintain the responsibility for the recruitment, interviewing, and evaluation of the School Resource Officer.

SRO applicants must meet the following requirements:

1. The applicant should be a volunteer for the position of School Resource Officer.
2. The applicant should be a Senior Officer with a minimum of three (3) years of law enforcement experience, and must be a State Certified Law Enforcement Officer.
3. It is desirable that the applicant possess a bachelor's degree from an accredited college or university.
4. The SRO should obtain an Adult Instructors Certificate.

ARTICLE VII

Dismissal of School Resource Officers; Replacement

A. The Chief will remove any officer from the program at the request of the principal.
B. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long term absences by an SRO, the Chief shall provide a temporary replacement, if available, for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment.

ARTICLE VIII

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 in accordance with 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 date of termination. The School Board shall be entitled a pro-rated refund for that period of time when SRO services are not provided because of termination of this Agreement.

ARTICLE IX

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:

Nancy J. Graham, Ed.D
Superintendent
The School District of Lee County
2855 Colonial Blvd.
Ft. Myers, Florida 33966

The Honorable William E. Tomlinson, IV
Chief of Police
Sanibel Police Department
800 Dunlop Road
Sanibel, Florida 33957

ARTICLE X

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

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

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

ARTICLE XIII

SRO Advisory Committee

The SRO Advisory Committee, composed of the head law enforcement officers of the Lee County Sheriff's Office and the Sanibel Police Department or his/her designee, the Superintendent or his designee, and private citizens, will be responsible for overseeing the terms of this Agreement.

ARTICLE XIV

Indemnification

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, in the course of the operation of this contract.

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

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

Signed, sealed and delivered
In the presence of:

Susan M. Johnson

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By: Mary Fischer, M.A.
Mary Fischer, M.A.
Chairman

APPROVED
OCT 22 2013
SCHOOL BOARD OF LEE COUNTY

THE CITY OF SANIBEL, FLORIDA

By: _____
Judie Zimomra
City Manager

Approved as to Form:

Keith Martin
School Board Attorney

ATTEST:

By: _____
Pamela Smith
City Clerk

CITY OF SANIBEL, FLORIDA
OFFICIAL CITY SEAL
Incorporated Nov. 5, 1974

Approved as to Form:

Ken Cuyler
City Attorney

THE SCHOOL DISTRICT OF LEE COUNTY
2855 COLONIAL BLVD. ♦ FORT MYERS, FLORIDA 33966 ♦ WWW.LEESCHOOLS.NET

MARY FISCHER
CHAIRMAN, DISTRICT 1
DON H. ARMSTRONG
VICE CHAIRMAN, DISTRICT 4
JEANNE S. DOZIER
DISTRICT 2
CATHLEEN O'DANIEL MORGAN
DISTRICT 3
THOMAS SCOTT
DISTRICT 5
NANCY J. GRAHAM, ED.D
SUPERINTENDENT
KEITH B. MARTIN, ESQ.
BOARD ATTORNEY

October 23, 2013

Pamela Smith
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

RE: 2013-2014 SRO Interlocal Agreement

Dear Ms. Smith:

Please find enclosed one fully executed original copy of the Interlocal Agreement between The School District of Lee County and The City of Sanibel for the 2013-2014 School Resource Officer Program. The School Board approved this agreement on October 22, 2013. If you have any questions, you may reach me directly at (239) 337-8342.

Sincerely,

Dr. Peter Bohatch
Director, Student Services
The School District of Lee County

GPB/dg
Enclosures

THE SCHOOL DISTRICT OF LEE COUNTY

2855 COLONIAL BLVD. ♦ FORT MYERS, FLORIDA 33966 ♦ WWW.LEESCHOOLS.NET

MARY FISCHER
CHAIRMAN, DISTRICT 1

DON H. ARMSTRONG
VICE CHAIRMAN, DISTRICT 4

JEANNE S. DOZIER
DISTRICT 2

CATHLEEN O'DANIEL MORGAN
DISTRICT 3

THOMAS SCOTT
DISTRICT 5

NANCY J. GRAHAM, ED.D
SUPERINTENDENT

KEITH B. MARTIN, ESQ.
BOARD ATTORNEY

July 31, 2013

Chief William E. Tomlinson, IV
Sanibel Police Department
800 Dunlop Road
Sanibel, Florida 33957

RE: SRO Interlocal Agreement

Dear Chief Tomlinson:

Enclosed are two copies of the Interlocal Agreement between The School District of Lee County and The City of Sanibel for the 2013-2014 School Resource Officer Program. The enclosed Interlocal Agreement differs from the prior year's agreement with respect to the following:

1. Article I – Contract dates: August 11, 2013 to August 10, 2014
2. Article IV – Contract dates: August 11, 2013 to August 10, 2014
3. Article IX: Replaced Dr. Joseph Burke with Nancy J. Graham, Ed.D
4. Article XIII: Removed reference to Cape Coral Police Department and Fort Myers Police Department

If you find that further changes are needed including modifications to any of the language in the agreement, it will be necessary to have it reviewed by all the agencies involved. Please review the Interlocal Agreement and present it before your respective governmental council or board for the necessary signatures. We ask that both copies be signed by your officials and returned to me. Once they have been approved by our School Board, I will return one original to you. Please forward the signed agreements to The School District of Lee County, Student Services, Dr. Pete Bohatch, 2855 Colonial Blvd., Fort Myers, Florida 33966.

We look forward to working with your agency again this year. If you have any questions or concerns I may be reached at 337-8342. Thank you.

Sincerely,

Dr. Pete Bohatch
Director, Student Services
The School District of Lee County

GPB/dg
Enclosures

SANIBEL POLICE
AUG - 1 2013
RECEIVED