SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 24 day of September, 2026, by and between:

CITY OF DORAL, FLORIDA
A Florida municipal corporation
6100 NW 99th Avenue
Doral, Florida 33178
(hereinafter "City")

AND

DORAL PARK HIGH SCHOOL
10613 NW 12 Street
Doral, Florida 33172
(hereinafter "School")

WHEREAS, the City has established a School Resource Officer Program (hereinafter referred to as the "SRO Program"); and

WHEREAS, the School desires that the City provide a law enforcement officer to serve as a School Resource Officer (hereinafter "SRO") at the School and the City is willing to assign a law enforcement officer to serve as an SRO; and

WHEREAS, the City and the School agree that the SRO Program is a great benefit to the school administration, the student body and the community as a whole and desire to enter into this School Resource Officer Agreement (hereinafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the City and the School understand and agree that the SRO Program is established for multiple purposes, including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency for the school site to be in compliance with the Marjory Stoneman Douglas High School Public Safety Act; now, therefore

IN CONSIDERATION of the premises and of the mutual covenants contained herein the parties hereby agree as follows:

ARTICLE 1-RECITALS

1.1 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2- SPECIAL CONDITIONS

2.1 **Term of Agreement.** The term of this Agreement shall begin on August 13, 2026 and end June 3, 2027, unless terminated by either party in accordance with Section 3.3 of this Agreement (hereinafter referred to as the "Term").

2.2 **Assignment of School Resource Officer**. The City shall assign one law enforcement officer to serve as an SRO at the School facility. The City may change the law enforcement officer assigned to participate as an SRO at any time during the Term of this Agreement. The law enforcement officer shall work consistent with the school calendar, as may be amended, for eight (8) hours a day, for one hundred eighty (180) days per school calendar year on days that students are in attendance. In the event that there are less than 175 days of school, the City agrees to prorate this Agreement to reflect the actual dates of service, and the School shall receive a credit or reimbursement of all amounts prorated.

2.3 **Employment of School Resource Officer**. The City shall at all times be responsible for all aspects of the employment, control and direction of the law enforcement officer assigned as an SRO under this Agreement. Nothing within this Agreement is intended to create an employment or agency relationship between the School and any law enforcement officer assigned by the City to participate in the SRO Program. The City shall be responsible for providing the SRO all uniforms, weapons, vehicles, radios, and other police equipment as determined necessary by the City.

2.4 **Applicable Policies and Standards**. The City shall ensure that the exercise of law enforcement powers by the SRO shall be in compliance with the authority granted by applicable law. The law enforcement officer assigned to the SRO Program shall perform her/his duties as an SRO in accordance with City policy and procedure and with applicable Florida law.

2.5 **Duties of School Resource Officer**. The SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the School, and shall not be used as a witness to any disciplinary procedures or actions at the School. The SRO shall at all times act within the scope of authority granted to the SRO by applicable law. The SRO shall perform duties including, without limitation, the following:

a. the performance of law enforcement functions within the school setting;
b. the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;
c. the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
d. the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
e. the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting; and
f. the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens.

2.6 **Responsibilities of the Parties.**

a. School: The School shall provide input to the Police Department concerning the annual review of the SRO.

b. City: In addition to the other responsibilities mentioned herein, the City shall provide an SRO for coverage in the event that the assigned SRO is not present at the School facility. The City will assist in establishing and implementing safety procedures and assist in establishing arrival and dismissal procedures.

2.7 **Contact Persons**. The Principal at the School shall be the on-site contact person for the SRO assigned to the School. In addition, this Section confirms that the City has designated the Chief of Police, or his designee, to serve as the City's contact person for the SRO Program.

2.8 **Payment for SRO Program Services**. The School shall pay to the City the sum of Ninety-five thousand six hundred four and 60/100 dollars ($95,604.60) per school year for the SRO assigned by the City under the Term of this Agreement, which shall be paid in ten (10) equal installments of nine thousand five hundred sixty and 46/100 dollars ($9,560.46) on the 15th of each month (September, 2026 to June, 2027).

2.9 **Overtime and Off-Duty Services outside the regular school day.** At the request of the School, and depending upon availability, the City may authorize overtime for the SRO and/or off-duty police services to the School outside of the regular school day. The cost for those services will depend upon the SRO's overtime rate and/or the City's off-duty rates. Any off-duty or overtime services worked in this capacity will be invoiced to the School monthly and are due and payable within fifteen (15) days of being delivered.

2.10 **Summer School.** The School shall communicate to the City the dates and times for the Summer School, if any. Once the City has been advised of said time and dates, this agreement shall be extended until such date and the amount for SRO services will be prorated as such under the same conditions as the regular school year.

2.11 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained herein is intended nor shall be construed to waive the City's rights and immunities under common law or Florida Statute, Section 768.28, as amended from time to time. This Section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

ARTICLE 3 - GENERAL CONDITIONS

3.1 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.2 **Non-Discrimination**. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.3 **Termination**. This Agreement may be canceled with or without cause by either party during the Term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

3.4 **Records**. The City of Doral is a public agency subject to Chapter 119, Florida Statutes. The School shall comply with Florida's Public Records Law. Specifically, the School shall:

a. Upon request from the City's custodian of public records, provide the City 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, Fla. Stat., or as otherwise provided by law;

b. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, School shall destroy all copies of such confidential and exempt records remaining in its possession after the School transfers the records in its possession to the City; and

c. Upon completion of the contract, School shall transfer to the City, at no cost to the City, all City public records in School's possession. All records stored electronically by the School must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

d. The failure of the School to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
CITY OF DORAL
6100 NW 99TH AVENUE
DORAL, FLORIDA 33178

3.5 **Entire Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein 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. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.6 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.7 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.8 **Compliance With Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.9 **Governing Law**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the School.

3.12 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.13 **Place of Performance**. All obligations of the City under the terms of this Agreement are reasonably susceptible of being performed in Miami-Dade County, Florida and shall be payable and performable in Miami-Dade County, Florida.

3.14 **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.15 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

City: Zeida Sardiñas, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Copy to: Matthew Castillo, Chief of Police
City of Doral Police Department
6100 NW 99th Avenue
Doral, Florida 33178

School: Charles Finch
Director of Safety and Security
10613 NW 12 Street
Doral, Florida 33172

3.16 **Captions**. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed:

CITY OF DORAL,
a Municipal corporation of the
State of Florida

CHRISTI FRAGA, Mayor
Zeida C. Sardiñas

ATTEST:

CONNIE DIAZ, City Clerk

APPROVED as to form and legality
for the use and reliance of the
City of Doral, Florida, only.

Gastesi, Lopez, Mestre & Cobiella, LLC
City Attorney

DORAL PARK HIGH SCHOOL

By: Charles Finch
CHARLES FINCH
Director of Safety and Security

DATED 9/24, 2026.

RESOLUTION No. 26-174

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE SCHOOL RESOURCE OFFICER AGREEMENT WITH DORAL PARK HIGH SCHOOL TO ASSIST IN THE PREVENTION OF JUVENILE DELINQUENCY AND MITIGATION OF CRITICAL INCIDENTS THROUGH THE PROVISIONS OF THE PROGRAM; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in order to meet the requirements imposed by the Marjory Stoneman Douglas High School Public Safety (MSDHS) Act and specifically the provisions of Fla. Stat. Section 1006.12, the charter and private schools located within the City of Doral ("City") desire to contract with the City to provide law enforcement officers to serve as their School Resource Officer (hereinafter "SRO") at their respective schools; and

WHEREAS, to that end, and to meet the need, the City has established an SRO Program pursuant to applicable Florida law to service the City's charter and private schools; and

WHEREAS, the City and participating school understands and agrees that the SRO Program is established for the assistance in the prevention of juvenile delinquency through the provisions of programs specifically developed to respond to those factors and condition that give rise to delinquency and the mitigation of critical incidents; and

WHEREAS, as a result of an increase to the cost of living, the City has increased the cost of an SRO to $95,604.60 for Fiscal Year 26-27, which amount is to be paid in ten (10) equal payments of Nine Thousand, Five Hundred Sixty Dollars and 46/100 ($9,560.46) per month from September 2026 through June 2027; and

WHEREAS, Staff has recommended that the City Council approve the School Resource Officer Agreement between the City of Doral and Doral Park High School, in

substantially the form attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The School Resource Officer Agreement between the City of Doral and Doral Park High School, in substantially the form attached hereto as Exhibit "A", is hereby approved. The City Manager is hereby authorized to execute the School Resource Officer Agreement on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Reinoso who moved its adoption. The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 9 day of September, 2026.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY