

## MEMORANDUM OF UNDERSTANDING

### Provision of School Resource Officers by the City of Marco Island Police

This Memorandum of Understanding (“MOU”) is by and between the District School Board of Collier County, Florida (the “District”), the City of Marco Island City Council (“the City”), and the Marco Island Police Department (“MIPD”), collectively the “Parties,” to provide security services to the school sites more fully noted in paragraph 2 below.

### RECITALS

**WHEREAS**, the District desires to have police officers from the MIPD assigned to serve and protect the three public schools on Marco Island—as more fully noted in paragraph 2(a) below. Such officers shall be referred to collectively as School Resource Officers (“SROs”);

**WHEREAS**, the City acknowledges and agrees that the MIPD will provide SROs to serve and protect the school sites as noted in paragraph 2(a) below;

**WHEREAS**, the District agrees to pay the City a one-time monetary contribution amount that reflects the enrollment of students at all the school sites noted in paragraph 2(a) below to assist the City in covering the cost and expense of the MIPD providing the SROs for the 2026-2027 school year (the “One-time Contribution”); and

**WHEREAS**, the City and the District, have determined and mutually agreed that it is in the best interests of the Parties to enter into this MOU.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual promises and understandings contained herein, the Parties agree to the following terms and conditions:

1. **Term.** The term of this MOU shall commence with the start of the 2026-2027 academic school year and shall be understood to terminate at the conclusion of the 2026-2027 academic school year.

2. (a) **Provision of SROs.** The MIPD, as an agency of the City, shall assign and provide SROs to serve and protect the following school sites: (1) Tommy Barfield Elementary School (“TBE”), and (2) the following charter schools: Marco Island Charter Middle School (“MICMS”) and Marco Island Academy (“MIA”). The City will assign and provide one (1) full-time SRO to each of the school sites to serve and protect that school for the entirety of each and every school day while students are attending school during the 2026-2027 school year. The SRO shall arrive on campus at each school site at

least 30 minutes prior to the starting time for school and shall remain on campus throughout the school day and for at least 30 minutes after the final dismissal time for school. The MIPD shall provide any and all relief and/or substitute SROs, as needed, to assure that each school site is always being served by at least one SRO for the entirety of each and every school day while students are attending school.

(b) The SRO, as a law enforcement officer, will take law enforcement action as is necessary and required by law. In so doing, he/she will work cooperatively with the school site Principal and inform the Principal accordingly. This shall include law enforcement guidance to Principals when situations arise that involve possible violation of law that could affect the health, safety, and welfare of students and staff at the given school sites. The SRO will not be responsible for disciplining students which is the province of the Principal.

(c) In the event that any school site noted herein needs support from the MIPD for afterschool events, such school will be responsible for working out the appropriate times and events and pay the costs of such services independently from this MOU.

(d) The MIPD shall have the right to reassign or dismiss any given school site SRO at its discretion based on its protocols. It will promptly notify either the District Superintendent or the appropriate Charter School leader.

3. **Payment of One-time Contribution.** The District will make the One-time Contribution to the City upon receipt of signed MOU, based upon the allocations for students enrolled at the school sites enrolled as of October 31, 2026. The City acknowledges and agrees that it shall use all of the One-time Contribution to offset a portion of the cost and expense of providing the SROs for the 2026-2027 school year to the school sites referenced in paragraph 2(a) above.

4. **Compliance.** To ensure compliance with the Marjory Stoneman Douglas Public Safety Act, the City, through the MIPD, shall: (a) require the applicable SRO or his/her supervisor to serve on the Threat Assessment Team at each of the school sites; (b) require that all SROs undergo appropriate training and psychological examination; (c) require that the applicable SRO or his/her supervisor review all School Safety Plans in conjunction with the given school's Principal, or in the case of the District, the appropriate security officer, and conduct school safety risk assessments at each of the school sites; (d) require that the applicable SRO or his/her supervisor conduct active shooter/safety drills in accordance with the guidelines established by the Department of Education's Office of School Safety or in the case of the District, in accordance with its Safety and Security program; and (e) ensure that all SROs have received Crisis Intervention Training (CIT) certification. MIPD shall be responsible for maintaining records relating to training.

5. **Employment Status, Duties & Activities.** It is understood that SROs are, at all times, employees of the MIPD and are not employees of the District. Each SRO's duties and activities shall be directed by and through the MIPD's chain-of-command.

The MIPD, shall work cooperatively and in coordination with the District's Superintendent (or her designee) and the respective Principal at each of the school sites to determine the duties and activities of the SROs. The SROs shall take appropriate law enforcement action against any trespasser, intruder and/or other individual(s) posing a threat to student or staff safety at the school sites and to address any criminal violations occurring at the school sites.

6. **Indemnification.** To the extent permitted by law, the Parties agree to indemnify, defend, save and hold harmless one another from and against suits, demands, claims, liability, losses, penalties, damages, judgments, order, decrees, and costs and expenses (including attorney's fees and all costs of litigation) for property damage, liability, or death which may result from any willful misconduct or negligent act, error or omission of either Party in connection with this MOU. This indemnification provision shall not be construed as a waiver of any limitation of liability to which either Party may be entitled under Section 768.28, Florida Statutes.

7. **Miscellaneous.** This MOU shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be in the 20<sup>th</sup> Judicial Circuit in and for Collier County, Florida. With respect to the subject matter herein, this MOU is the entire agreement between the Parties, superseding all previous oral and written representations, understandings, and agreements between the Parties. This MOU can only be changed by a writing signed by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their appropriate officials, as of the date first above written.

ATTEST:

CITY OF MARCO ISLAND CITY  
COUNCIL

\_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chair

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Attorney for the City of Marco Island  
City Council

ATTEST:

CITY OF MARCO ISLAND POLICE

\_\_\_\_\_  
Police Chief

ATTEST:

THE DISTRICT SCHOOL BOARD  
OF COLLIER COUNTY, FLORIDA

\_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Board Chair

Approved as to form and legality:

\_\_\_\_\_  
District General Counsel

ATTEST:

MARCO ISLAND ACADEMY SCHOOL

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Board Chair

ATTEST:

MARCO ISLAND CHARTER MIDDLE  
SCHOOL

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Board Chair