




## MEMORANDUM TO VENICE CITY COUNCIL

**THROUGH CHARTER OFFICER:** Edward Lavalley, City Manager

**E-SIGN:**

**FROM:** Charlie Thorpe, Chief of Police   
Charlie Thorpe (May 16, 2024 15:01 EDT)

**DEPARTMENT:** Police

**DATE:** 05/14/2024

**MEETING DATE:** 05/28/2024

**SUBJECT / TOPIC:** Security Services Agreement between The City of Venice Police Department and Epiphany Cathedral Catholic School

**BACKGROUND INFORMATION:** The City of Venice shall assign a School Resource Officer from the Venice Police Department to provide Security Services to the school during the 2024 school year. The proposed Agreement shall commence August 1, 2024, **\*\*or as soon as VPD sworn officer staffing allows** and terminate on May 31, 2025.

**SUPPORTS STRATEGIC PLAN:** Goal Two: Provide Efficient, Responsive Government with High Quality Services

**COUNCIL ACTION REQUESTED:** For Council Adoption by Consent Motion

**\*\*This is a proposed additional position to VPD sworn staffing, to be primarily funded through this agreement. See contract section 6(a) for the contingency for the timing of when the position can formally be filled. Until the "permanent" School Resource Officer can officially be assigned this function of safety and security at the school will continue as is as a Fraternal Order of Police Lodge 57 special detail.**

Cc: [Click or tap here to enter text.](#)

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Review of Contract Routing Tracker:

*(Initial or Signature to indicate your Review/Approval)*

Finance Department Reviewed: [s] *Peter A. Boers* CPPO, CPPB, N/Agr-CPP

N/A

Risk Management Reviewed: [s] *Al Juma*

City Attorney Reviewed: [s] *Kelly Fernandez*  
Kelly Fernandez (May 16, 2024 15:09 EDT)

City Manager Reviewed: [s] *Edward Lavallee*  
Edward Lavallee (May 16, 2024 16:36 EDT)

Funds Availability (account #): 001.1001.521.1200

Project #:

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## SECURITY SERVICES AGREEMENT

This Security Services Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between **EPIPHANY CATHEDRAL CATHOLIC PARISH IN VENICE, INC, d/b/a EPIPHANY CATHEDRAL CATHOLIC SCHOOL**, a catholic school organized and operating under the laws of the state of Florida, with its administrative offices located at 316 Sarasota Street, Venice, FL 34285 (the "School"), and **THE CITY OF VENICE, FLORIDA** (hereinafter referred to as the **City of Venice**).

**WHEREAS**, the School and the City of Venice (collectively, the "Parties" and each a "Party") desire to provide a safe school environment for the School;

**WHEREAS**, the Parties recognize the numerous public safety benefits that will be provided to the citizens of Venice, Florida as a result of the services contemplated by this Agreement;

**WHEREAS**, the City of Venice desires to provide a School Resource Officer to provide security services to the School pursuant to the terms of this Agreement; and

**WHEREAS**, the School Resource Officer provided to the School by the City of Venice possesses the necessary training and qualifications to provide the security services contemplated by this Agreement.

**NOW THEREFORE**, intending to be mutually bound thereby, the Parties hereby agree as follows:

1. **Assignment of School Resource Officer.** The City of Venice shall assign a School Resource Officer (the "SRO") from the Venice Police Department (the "VPD") to provide the Security Services (as defined below) to the School during the 2024 school year. This Agreement shall commence on August 1, 2024 and terminate on May 31, 2025 (the "School Year"). The City of Venice may substitute individuals to serve as SRO throughout the School Year if the assigned SRO is required to attend training sessions or temporarily needed for other VPD duties, so long as such substitute individuals possess all of the training and qualifications necessary to adequately perform the Security Services. The VPD will work with the School Principal (the "Principal") to ensure any substitute individuals are able to adequately provide the Security Services.

2. **City of Venice Obligations.** The City of Venice, through the VPD, shall:

- a. Ensure the selected SRO is a certified sworn law enforcement officer in the State of Florida with sufficient training and experience to hold the position of SRO;
- b. Ensure that the SRO has a marked VPD police vehicle to be visibly located on the Premises (as defined below) at all times and in position to assist with any necessary response to incidents;
- c. Ensure that the SRO wears a VPD approved uniform while performing the Security Services; and
- a. Ensure that the SRO is available to participate in any School trainings,

meetings, and other exercises on the teacher/student calendar upon the request of the School such as graduation and First Holy Communion.

### 3. Duties of School.

- a. The School shall provide the SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
  - i. Access to an air-conditioned and properly lighted private office, which shall contain a telephone which may be used for general business purposes.
  - ii. A location for files and records that can be properly locked and secured.
  - iii. A desk with drawers, a chair, worktable, filing cabinet and office supplies.
  - iv. Access to a computer and/or secretarial assistance.

4. **Duties of the SRO.** The SRO shall operate on the School's campus located at 316 Sarasota St, Venice, FL 34285 or such other location(s) as may be agreed upon by the School and the VPD (the "Premises") for up to eighty (80) hours per two-week pay period, and perform the following security services within the Premises (collectively, the "Security Services"):

- a. Actively conduct security assessments, identify potential threats, and implement appropriate security measures to prevent incidents;
- b. Enforce applicable laws and regulations;
- c. Respond to any criminal activity, investigate incidents, and make arrests if necessary;
- d. Coordinate with local law enforcement agencies and first responders to ensure a coordinated response to emergencies (such as natural disasters, acts of violence or threats to the School community) and assist with the implementation of emergency plans;
- e. Work with county, state and federal partners in the event of an active shooter or bomb threat;
- f. Work to build positive relationships with students, teachers, parents and other administrative staff, and engage with students in a non-threatening and supportive manner (including providing guidance, counseling and educating students about the role of law enforcement and topics such as drug abuse, violence prevention, bullying, internet safety, and other relevant issues);
- g. At the request of the Principal, deliver presentations, facilitate workshops, or participate in school-based prevention programs in connection with the VPD "Classrooms and COPS" model (to include ADVANCE);
- h. Mediate conflicts or disputes between students, or between students and faculty, with the objective of de-escalating situations and promoting peaceful resolutions;
- i. At the request of the Principal, monitor student attendance and work with School administrators or parents to address truancy issues and promote regular school attendance; and
- j. Such other services customarily provided by individuals serving in roles substantially similar to the SRO and agreed to by the VPD.

5. **Performance of Duties.** The SRO shall coordinate with the Principal regarding daily responsibilities and the performance of the Security Services. The School shall contact the SRO's supervisor to discuss any issues or concerns with the SRO's performance of the Security Services or request any modifications to the scope of the SRO's role on the Premises. The VPD shall provide the SRO with any resources necessary to perform the Security Services.

6. **Costs and Payment.** In consideration of the provision of the Security Services, the School shall pay the City of Venice One Hundred Twenty-Five Thousand Seven Hundred Ten and 00/100 Dollars (\$125,710.00) (the "Contract Amount"). The City of Venice shall invoice the School for the Contract Amount on a monthly basis from August, 2024 through May, 2025 at a rate of Twelve Thousand Five Hundred Seventy-One and 00/100 Dollars (\$12,571.00) per month. Payment is due within thirty (30) days from the date of the invoice. Payment to the City of Venice of the Contract Amount shall constitute payment in full for the performance of the SRO's regular duty hours for Security Services.

- a. If VPD is not able to assign an SRO to School by August 1, 2024, the Contract Amount shall be prorated based on the actual start date of the SRO.
- b. The School shall receive approval in advance from the SRO's supervisor for any SRO work hours in excess of 80 hours in a pay period. The City of Venice shall invoice the School for the additional hours worked at the applicable rate provided in the agreement between the City of Venice and The Florida State Lodge Fraternal Order of Police, Inc.

7. **Dismissal of SRO; Replacement.**

- a. In the event the Principal determines the assigned SRO is not effectively performing the Security Services, the Principal shall first contact the SRO's supervisor pursuant to Section 5, herein. If an acceptable resolution is not obtained, the Principal shall contact the VPD Chief of Police. If the problem cannot be resolved or mediated by the VPD Chief of Police, the SRO shall be removed from the School and a replacement shall be obtained.
- b. The VPD Chief of Police, in his or her sole discretion, may reassign an SRO based upon Department Standard Operating Procedures.
- c. In the event of removal, resignation, reassignment, or long-term absence by an SRO, the VPD Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, resignation, or reassignment. The Contract Amount shall be prorated based on the number of days no SRO is assigned to the School. As soon as practicable, a permanent SRO will be assigned by VPD.
- d. The School may request an off-duty assignment from VPD for any lapses in coverage of Security Services while waiting for a temporary SRO replacement.

8. **Term and Termination.**

- a. The term of this Agreement is stated in Section 1 herein unless terminated earlier pursuant to this Section 8. The term may be extended by the Parties pursuant to a mutual written agreement.
- b. The School may terminate this Agreement at any time by providing written notice to the VPD Chief of Police if:
  - i. The SRO materially or continuously fails to provide the Security Services and attempts to resolve the failure pursuant to Section 7.a. are unsatisfactory; or
  - ii. The City of Venice materially breaches any of its representations, warranties or covenants made in this Agreement.
- c. Either Party may terminate this Agreement without cause by providing no less than thirty

(30) days' written notice to the other Party. Such written notice must contain the effective date of termination.

- d. Upon expiration or termination of this Agreement for any reason, each Party shall promptly after such expiration or termination:
  - i. Deliver to the other Party all tangible documents and equipment (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information; and
  - ii. Permanently erase all the other Party's Confidential Information from its computer systems; provided, however that each Party shall be permitted to retain back-up copies of any computer records or files containing such Confidential Information that have been created by such Party's automatic archiving and back-up procedures or which are required by law to be maintained by such Party.
- e. The School shall compensate the City of Venice for the Security Services on a pro rata basis to the date of termination.

## 9. Representations and Warranties.

- a. Each Party represents and warrants to the other Party that:
  - i. it has the full right, power, and authority to enter into this Agreement, to grant the rights granted hereunder, and to perform its obligations hereunder;
  - ii. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the Party; and
  - iii. when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- b. The City of Venice represents and warrants to the School that:
  - i. The Security Services will be performed using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with industry standards for similar services and the City of Venice will devote adequate resources to meet its obligations under this Agreement; and
  - ii. It will perform the Security Services in compliance with all applicable laws.

10. **Insurance and Indemnity.** Each Party agrees to maintain liability insurance coverage for the duration of this Agreement and to indemnify and hold harmless the other Party, its parents, subsidiaries, affiliates and their respective agents, officials, and employees against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may accrue against the other Party as a consequence of the intentional or negligent acts of the indemnifying party's officials, agents, representatives, and employees under this Agreement. Provided, however, nothing contained in this Section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Florida Constitution or general law. The Party seeking indemnification must notify the other Party in writing by Certified Mail as soon as practicable upon becoming aware of a claim or action under this Agreement. The indemnity provided herein shall not apply to any settlement agreement entered into by one Party without the consent of the indemnifying party.

11. **Liability.** Each Party hereto agrees that it shall be solely responsible for the intentional or negligent acts of its officials, agents, representatives, and employees. All School officials and employees remain at all times and for all purposes School officials and employees and are not City of Venice officials or employees or the responsibility of the City of Venice in any way, at any time, for any

purpose. However, nothing in this Agreement shall be interpreted as a waiver of the City of Venice's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, Florida Statutes, nor be construed as consent to be sued by third parties in any manner arising out of this Agreement.

## 12. Confidential Information.

- a. As used in this Agreement, "Confidential Information" means any and all non-public information, know-how and data related to the current, future and proposed business, products and services of the Parties and their affiliates, and includes, without limitation, personally identifying information, teaching methods, intellectual property rights, third party confidential information, and any other information that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, that is disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or to which the Receiving Party otherwise gains access as a result of performing its obligations described in this Agreement. Confidential Information does not include information which: (i) is or becomes known to the Receiving Party prior to receipt from the Disclosing Party unless the Receiving Party has received such information from a third party source which has breached an obligation of confidentiality to the Disclosing Party; (ii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iii) is independently developed by the Receiving Party without reference to the Confidential Information.
- b. The Receiving Party will not reproduce or use in any way, for its own account or the account of an affiliate or other third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except to its independent contractors, attorneys, accountants who "need to know" such information but only if such persons are bound by confidentiality obligations at least as stringent as those contained herein) any of the Disclosing Party's Confidential Information. The Receiving Party will treat the Confidential Information of the Disclosing Party with the same degree of care, but no less than reasonable care, as it accords to its own confidential information of a similar nature. The Receiving Party will take all commercially reasonable precautions to prevent the inadvertent or accidental exposure of the Confidential Information of the Disclosing Party. If the Receiving Party acquires access to information with uncertain confidentiality, it will inquire as to the confidentiality of such information prior to any disclosure of such information. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a valid order of a court or other governmental body or by applicable law. If the Receiving Party is required to make such disclosure of the Confidential Information, it will provide the Disclosing Party with reasonable advance written notice so that the Disclosing Party may take legal action to prevent or limit the scope of such disclosure, and the Receiving Party will provide reasonable assistance with respect to such efforts. The Receiving Party will advise the Disclosing Party in writing of any misappropriation or misuse of the Disclosing Party's Confidential Information.

13. **Relationship of the Parties.** The Parties are independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party. Any SRO provided to the School by the City of Venice shall be the employee or agent of the City of Venice, and the City of Venice assumes responsibility for the

actions of such SRO under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, providing unemployment and disability benefits, insurance contributions, and the manner and means through which the Security Services under this Agreement will be provided. Neither the City of Venice nor any of its employees or contractors shall be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the School to its employees.

#### 14. **Miscellaneous.**

- a. **Assignment.** This Agreement is personal to the City of Venice, and the City of Venice may not assign or delegate its rights and obligations under this Agreement or appoint any sub-agent without the prior written consent of the School. Any assignment or attempted assignment in violation of the foregoing will be void and of no effect.
- b. **Public Records:** The Parties acknowledge that this Agreement and any related records and documents may be subject to disclosure to the public pursuant to Chapter 119, Florida Statutes, as amended.
- c. **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any conflicts of laws principles thereof. Each Party irrevocably submits to the exclusive jurisdiction of the state courts of the State of Florida for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby, and further agrees that venue shall properly lie in the Twelfth (12<sup>th</sup>) Judicial Circuit of the State of Florida, in and for Venice, Florida, with respect to any legal proceedings arising from this Agreement.
- d. **Notices.** Any notice required or permitted to be given under this Agreement will be effective if it is in writing and sent by certified or registered mail, email, or insured courier, return receipt requested, to the appropriate Party at the address set forth in this Agreement and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this section. Notices are deemed given two (2) business days following the date of mailing or one business day following delivery to a courier.
- e. **Waiver and Severability.** The waiver by either Party of any breach of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation under this Agreement will not be a waiver of such Party's right to demand strict compliance in the future. If any part of this Agreement is unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- f. **Headings, Drafting and Interpretation.** The headings appearing at the beginning of several sections contained in this Agreement have been inserted for identification and reference purposes only and must not be used to construe or interpret this Agreement. No ambiguity will be construed against any Party based upon a claim that that Party drafted the ambiguous language.
- g. **Entire Agreement; Amendment.** This Agreement is the final and complete expression of all agreements between these Parties and supersedes all previous oral and written agreements regarding these matters. Except as expressly provided herein. This Agreement may be changed only by a written agreement signed by the Party against whom enforcement is sought. The exhibits referred to in this Agreement are incorporated by this reference as if fully set forth herein. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same




instrument. This Agreement may be executed and delivered by facsimile and the Parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures and that each Party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

- i. Contingency. This Agreement is contingent upon the City Council of the City of Venice approving and budgeting for the addition of a full-time equivalent position in the Venice Police Department to serve as an SRO by October 1, 2024.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Security Services Agreement as of the date first above written.

**EPIPHANY CATHEDRAL CATHOLIC PARISH IN VENICE,  
INC. (d/b/a Epiphany Cathedral Catholic School)**

  
By: Msgr Patrick Dubois  
Title: President

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Secretary

**CITY OF VENICE, FLORIDA**

ATTEST:

\_\_\_\_\_  
Nick Pachota, Mayor

\_\_\_\_\_  
Kelly Michaels, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelly Fernandez, City Attorney










# Revised Memo: The City of Venice Police Department and Epiphany Cathedral Catholic School

Final Audit Report

2024-05-16

Created:	2024-05-16
By:	Caroline Moriarty (CMoriarty@venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIJIF4xC3elop2rJsF5oeZhTQ06kKD3PH

## "Revised Memo: The City of Venice Police Department and Epiphany Cathedral Catholic School" History


-  Document created by Caroline Moriarty (CMoriarty@venicefl.gov)  
2024-05-16 - 6:44:13 PM GMT
-  Document emailed to Charlie Thorpe (CThorpe@Venicefl.gov) for signature  
2024-05-16 - 6:44:18 PM GMT
-  Document emailed to Peter Boers (PBoers@venicefl.gov) for signature  
2024-05-16 - 6:44:19 PM GMT
-  Document emailed to Alan Bullock (abullock@venicefl.gov) for signature  
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-  Document emailed to Kelly Fernandez (kfernandez@flgovlaw.com) for signature  
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-  Document emailed to Edward Lavalley (elavalley@venicefl.gov) for signature  
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-  Email viewed by Alan Bullock (abullock@venicefl.gov)  
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-  Email viewed by Charlie Thorpe (CThorpe@Venicefl.gov)  
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Signature Date: 2024-05-16 - 8:36:38 PM GMT - Time Source: server

 Agreement completed.

2024-05-16 - 8:36:38 PM GMT