

**AGREEMENT FOR SCHOOL RESOURCE OFFICER AT THE
SOMERSET ACADEMY ST. LUCIE**

THIS AGREEMENT is made and entered into this 1st day of July, 2020, by and between Somerset Academy, Inc., a Florida corporation (the "School") and the City of Port St. Lucie, a Florida municipal corporation (the "City").

WHEREAS, the School owns and operates a charter school known as Somerset Academy St. Lucie, located at 4402 SW Yamada Drive, Port St. Lucie, Florida, 34953; and

WHEREAS, Section 1006.12, Florida Statutes, requires that a School Resource Officer ("SRO") be assigned to each school facility; and

WHEREAS, the School wishes to receive and the City wishes to provide to the School a SRO for law enforcement, counseling, and a law-related educational service program;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the School and the City hereby agree as follows:

ARTICLE I

1.1 The School Resource Officer Program at the School is hereby continued for a period of one (1) year commencing July 1, 2020 and ending June 30, 2021 (the "Initial Term"). The Initial Term may be extended by mutual agreement of the parties for additional renewal periods of one (1) year each. This Agreement will not automatically renew and any renewal can only occur upon written agreement of the parties.

1.2 The City shall assign to the School one (1) full-time SRO, who shall be on duty from the beginning of the school year to the end of the school year, on those days and during those hours that the School is in session, as well as designated summer school days and hours that are mutually agreed upon by the parties. Notwithstanding the foregoing, the SRO may be reassigned during school holidays, vacations, or during a period of law enforcement emergency. In the event extra-duty details are required by the School, the City shall assign additional SROs or other police officers, depending on their availability. Extra duty detail will be paid for separately by the School through the Police Off Duty Detail Account.

1.3 As an employee of the City, the SRO shall remain responsive to the chain of command of the City.

1.4 The appointment of the SRO will be made solely by the City.

ARTICLE II

2.1 The SRO will receive training in the Basic SRO Program, and in crisis intervention.

2.2 The SRO shall abide by charter school board policies and shall consult with and

coordinate activities through the school principal. The SRO shall be responsible to the law enforcement agency in all matters relating to his employment, subject to agreements between a district school board and the law enforcement agency. Activities conducted by the SRO which are part of the regular instructional program of the School shall be under the direction of the School's principal. Other duties of the SRO are as follows.:

- (a) Notify the School's principal when the SRO arrive at or departs from the School;
- (b) Perform law enforcement functions within the school setting;
- (c) Identify and prevent, through counseling and referral, delinquent behavior, including substance abuse;
- (d) Foster a better understanding of the law enforcement function;
- (e) Develop positive concepts of law enforcement;
- (f) Provide information about crime prevention;
- (g) Provide assistance and support for crime victims identified within the school setting, including abused children;
- (h) Promote positive relations between students and law enforcement officers;
- (i) Enhance knowledge of the fundamental concepts and structure of law;
- (j) When requested by the principal or his/her designee, attend school-related activity (i.e., faculty, parent meetings, school functions, etc.). Such attendance is subject to the approval of the SRO's supervisor, and if such attendance requires overtime, the cost of overtime shall be borne by the City.
- (k) Make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues and confidentiality rules and ethics as accepted and defined in State laws and professional standards. The City acknowledges and agrees that it will not disclose confidential student information to any other person or entity, and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by State and Federal law. Upon the completion of the non-law enforcement SRO services, the City shall return to the School all original and any copies of the confidential student information, and shall not retain any confidential student information. As the City will be receiving student information that is otherwise confidential, the City shall fully comply with the requirements of Florida Statutes §§ 1002.22 & 1002.221, and any other law or regulation, either federal or State, regarding confidentiality of student information and records unless otherwise required by law;

(l) Become familiar with all community agencies, such as mental health clinics and drug treatment centers, which offer assistance to youths and their families. The SRO may make referrals to such agencies, when necessary and appropriate, thereby acting as a resource person to the students, faculty, and staff of the School. The decision whether to report an event shall be within the sole discretion of the SRO, however, the SRO discretion is subject to all applicable state and federal laws;

(m) Assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest and emergency situations;

(n) Should it become necessary to conduct formal law enforcement investigative interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida Statutes, applicable federal laws and departmental guidelines;

(o) Take law enforcement action as required. As soon as practical, the SRO shall make the principal of the School aware of such action. At the School's principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School or school-related functions;

(p) Assist the Port St. Lucie police in matters regarding his school assignment, whenever necessary. The SRO will also act, when necessary, as a liaison between the School and other government agencies (e.g., law enforcement, DCF, State's Attorney, etc.);

(q) Submit reports and statistical data, as necessary, to include police department generated reports regarding any on-campus incidents for which SRO or other police officer prepare reports and documents, as allowed by State law;

(r) The SRO shall not act as a school disciplinarian, as disciplining students is the School's responsibility. However, if the principal of the School believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO shall not be assigned lunchroom duties, security posts, hall monitors, or other monitoring duties. If there is a problem area, the SRO may assist the School until the problem is solved;

(s) Perform duties outside the School as needed (i.e., court, training, depositions, vacation, etc.);

(t) Perform his or her duties in his or her police department duty uniform or appropriate civilian clothes with the approval of the unit supervisor; and

(u) Become involved in summer activities to include, but not be limited to, juvenile case management, gang resistance education training, cyber-safety training, school safety, participation in the Explorer program, and participation in relevant summer camps.

ARTICLE III

3.1 The School personnel shall report all law infractions to the SRO.

ARTICLE IV

4.1 City and the SRO shall only use the information made accessible by the School in furtherance of this Agreement, and only for the purposes for which the disclosure was made or as may otherwise be required by law. The City acknowledges and agrees that each SRO will have access to Personally Identifiable Information and Education Records pursuant to Florida Statutes § 1002.221, 20 U.S.C. §1232g, and the federal regulations issued thereto, and the SRO shall not disclose such information to any other party unless specifically authorized or required by law.

ARTICLE V

5.1 The School shall provide to the SRO a secure and private office located at an agreed upon location in the school. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling.

ARTICLE VI

6.1 The School and the City shall share the overall costs associated with the School Resource Officer Program. The amount of contribution by the parties may be re-negotiated each year that this Agreement is renewed for an additional period as long as the amount of shared costs is determined and agreed to by June 1 of each year. Notwithstanding the foregoing, any negotiations the City has regarding its Collective Bargaining unit shall take precedence. If there are no re-negotiations for any agreed upon renewal period, the remaining contract year's price shall be the renewal price subject to a five percent (5%) increase each year of renewal. The City reserves the right to audit the School's records related to funding for purposes of this Agreement.

6.2 For the Initial Period, the School shall pay the City a flat, annual rate of \$32,624.00. The School shall pay the City an amount equal to 25% of the flat annual rate upon receipt of quarterly invoices from the City. The School shall pay the City within fourteen (14) days of receipt of any quarterly invoice. The School shall remit payments to the following address: City of Port St. Lucie, Director of Finance Division, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984.

ARTICLE VII

7.1 The City, in its sole discretion, shall provide the appropriate vehicle and equipment to conduct the duties of the SRO. Any vehicle or equipment leased, rented, or donated to the City for use in the SRO Program shall become an asset of the City and; therefore, will be subject to City rules, regulations, and policy governing use.

ARTICLE VIII

8.1 In the event the principal of the School feels that the SRO is not effectively performing his or her duties and responsibilities, as outlined in Florida Statutes §1006.12, the principal of the School shall recommend, in writing, to the City's Chief of Police, or his/her designee, that the SRO be removed, stating the reasons for such removal. Upon receipt of such recommendation, the City's Chief of Police or his/her designee may meet with the SRO, his/her

immediate supervisor, the principal of the School, and specified members of the School's staff, in an attempt to mediate or resolve any problems which may exist. If mediation is unsuccessful, or if the City's Chief of Police in his/her sole discretion decides to forego mediation, the SRO shall be removed from the School, and a replacement SRO shall be assigned to the School.

8.2 In the event of the resignation, dismissal, or reassignment of SRO, or in the case of long-term absences by SRO, the City shall provide a temporary or permanent SRO replacement.

ARTICLE IX

9.1 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The City and the School acknowledge their legal obligation to comply with Florida Statutes § 119.0701.

9.2 IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS VIA THE CITY CLERK.

9.3 The City and the School shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required in order to perform the scope of services.

9.4 Upon request by the City or the School, either party shall provide a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.

9.5 The City and the School shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the City does not transfer the public records to the School as indicated below.

9.6 The City and the School shall comply with all requirements for retaining public records and shall keep and maintain all such public records required by the School to perform the scope of services. Upon request by the City or the School, all public records stored electronically must be provided in a format that is compatible with the information technology systems of the City or the School.

9.7 Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the City or the School.

ARTICLE X

10.1 This Agreement may be terminated by either party upon a sixty (60) day written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement, but subject to applicable law. This Agreement may be terminated

without cause by either party upon a ninety (90) day 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 for all services performed to the date of termination. The School shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

ARTICLE XI

11.1 The School, its agents, and its 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 School and the City.

ARTICLE XII

12.1 This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the party to be charged.

12.2 This Agreement, and each and every covenant herein, shall not be assigned without the express written consent of the parties.

12.3 Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

12.4 The parties consent solely to a state court of jurisdiction located in St. Lucie County, Florida, for any litigation which may arise out of this Agreement among the parties.

12.5 Whenever any party desires or is required by law to give notice unto the other party, notification shall be sent via certified mail or hand-delivered to the following for each party:

FOR CITY: City Attorney, City of Port St. Lucie, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984

FOR SCHOOL: Erika Rains, Principal, 4402 SW Yamada Drive, Port St. Lucie, FL 34953

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

Signed, sealed, and delivered
in the presence of:

SOMERSET ACADEMY, INC.

Witness

By: _____

Printed Name: Erika Rains
Title: Principal

Date

CITY OF PORT ST. LUCIE

Witness Signature
Printed Name: _____

Gregory J. Oravec, Mayor

Date: