

**ADDENDUM TO AGREEMENT BETWEEN SOMERSET ACADEMY, INC. AND THE  
CITY OF PORT ST. LUCIE FOR SCHOOL RESOURCE OFFICER AT THE  
SOMERSET COLLEGE PREPARATORY ACADEMY**

This Addendum to the Agreement for School Resource Officer at the Somerset College Preparatory Academy (“Agreement”) is made and entered into as of the date last entered below by and between the City of Port St. Lucie, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 (“City”) and Somerset Academy, Inc., a Florida corporation, whose mailing address is 6340 Sunset Drive, Miami, FL 33143.

**WHEREAS**, Somerset Academy, Inc. owns and operates a charter school known as Somerset College Preparatory Academy (“Somerset Preparatory”) located at 755 N.W. California Boulevard, Port St. Lucie, Florida; and

**WHEREAS**, the City and Somerset Preparatory may be referred to herein individually as a “party” or collectively as the “parties.”

**WHEREAS**, Section 1006.12, Florida Statutes (2018), requires that a School Resource Officer (“SRO”) be assigned to each school facility; and

**WHEREAS**, the parties originally entered the Agreement, attached hereto and incorporated herein by reference, on September 26, 2018, wherein the City through the Port St. Lucie Police Department agreed to provide Somerset Preparatory with an SRO for a period of one (1) year, commencing on July 1, 2019 and ending on June 30, 2020.

**NOW, THEREFORE**, the parties agree to modify and supplement the Agreement with the following terms and conditions:

**Section 1.     Whereas.** The “Whereas” clauses are hereby incorporated herein.

**Section 2.     Terms.** The parties agree that the City is a local government required to comply with the laws of the State of Florida.

**Section 3.     Purpose.** The parties agree to enter into this Addendum in order to renew the term of the Agreement and correctly allocate funds pursuant to the Marjory Stoneman Douglas Act.

**Section 4.     Conflict.** In the event of conflict between the Agreement and this Addendum, the terms and conditions in this Addendum shall supersede and take precedence over the Agreement.

**Section 5.     Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any conflict of law provision. Venue shall be in St. Lucie County, Florida.

**Section. 6 Approval.** The parties acknowledge and agree that the effectiveness of this Addendum is contingent upon approval by City Council.

### **ARTICLE I**

1.1 The SRO Program at the Somerset Preparatory is hereby continued for a period of one (1) year commencing July 1, 2019 and ending June 30, 2020 (the “Additional Term”). The Additional Term may be extended by mutual agreement of the parties for additional renewal periods of one (1) year each.

### **ARTICLE VI**

6.1 Somerset Preparatory and the City shall share the overall costs associated with the SRO Program, however, the amount funded by the City will be negotiated each year of this Agreement. Notwithstanding the foregoing, any negotiations the City has regarding its Collective Bargaining Units shall take precedence. Somerset Preparatory shall provide the City any funding obtained via the Marjory Stoneman Douglas High School Safety Act. Somerset Preparatory shall also provide the City with any additional funding received from the School District to supplement the State’s Safe School dollars up to an amount not to exceed Somerset Preparatory’s pro rata share of the School District’s referendum funds, to the extent these funds are received by Somerset Preparatory.

6.2 Somerset Preparatory shall pay the City an amount equal to 25% of the funds described in Section 6.1 upon receipt of quarterly invoices from the City.

**IN WITNESS WHEREOF**, the parties are duly authorized to bind their respective entities hereto and have accepted, made and executed this Addendum upon the terms and conditions above stated on the day and year entered below.

**SIGNATURE PAGE FOLLOWS**

Signed, sealed, and delivered  
in the presence of:

Somerset Academy, Inc.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Port Lucie

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Gregory J. Oravec, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
James D. Stokes, City Attorney