

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

THIS RENEWAL AGREEMENT is made and entered into this 13th day of November 13, 2023, 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 continue to receive and the City wishes to continue to provide to the School a SRO for law enforcement, counseling, and a law-related educational service program;

WHEREAS, parties wish to renew the initial agreement entered into for the 2023-2024 school year and incorporate said terms herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the initial agreement, which is incorporated herein, the School and the City hereby agree to the following additions and revisions:

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, 2023, and ending June 30, 2024 (the "Renewal Term").

ARTICLE II

2.1 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, which shall include, among other actions, security, access control, and all other duties mandated by the Florida Department of Education, pursuant to the Marjory Stoneman Douglas High School Safety Act. The services provided by the SRO shall include all services called for by an SRO in Florida Statutes, plus such other law enforcement and educational services as the School and the City may mutually agree upon. The SRO shall comply with all applicable regulations and laws, including the Marjory Stoneman Douglas High School Safety Act and its enacting provisions, the Jessica Lunsford Act, and those rules and laws governing the confidentiality of student information.

The SRO will receive training in the Basic SRO Program and in crisis intervention, including but not limited to the following, as required by law:

- (a) SRO shall successfully complete mental health crisis intervention training and de-escalation skills in accordance with provisions of Section 1006.12, Florida Statutes, as amended;
- (b) SRO shall participate in the School's threat assessment team as provided in Section 1006.07(7)(a), Florida Statutes, as amended;
- (c) SRO must be physically present on campus and directly involved in the execution of active assailant emergency drills, pursuant to Section 2006.07(4)(a), Florida Statutes, as amended;
- (d) SRO shall coordinate with School for the implementation and annual review of the School's family reunification plan, as required by law.

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 this Renewal Term, the School shall pay the City a flat, annual rate of \$77,175. 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 XII

12.3 Indemnification. Each party agrees to be fully responsible for its own acts or omissions and its own agents, contractors, servants, employees, licensees, or invitees, and any 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 or School'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.

For the avoidance of doubt, 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.

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: _____

Shannon Martin, Mayor

Date: