

## **AGREEMENT FOR SCHOOL RESOURCE OFFICER AT THE SOMERSET ACADEMY BETHANY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of August 2025, by and between Somerset Academy, Inc., a Florida not for profit 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 Bethany, located at 500 SW Bethany Dr, Port St. Lucie, Florida, 34986; and

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

**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 an 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:

The WHEREAS clauses set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

### **ARTICLE I**

1.1 The Agreement is hereby initiated for a period of three (3) years commencing July 1, 2025, and ending June 30, 2028 (the “Initial Term”). The Initial Term may be extended by written mutual agreement of the parties for additional renewal periods of up to three (3) years each.

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 City shall ensure that the exercise of law enforcement powers by the SRO

shall be following the authority granted by applicable law. The law enforcement officer appointed as SRO 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), 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 1006.07(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.

2.2 The SRO shall abide by charter school board policies and shall consult with and coordinate activities through the School's principal ("Principal"). The SRO shall be responsible to the law enforcement agency in all matters relating to his employment. Activities conducted by the SRO which are part of the regular instructional program of the School shall be under the direction of the Principal. Other duties of the SRO are as follows:

- (a) Notify the Principal when the SRO arrives 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 § 1002.22 and § 1002.221, Florida Statutes, 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, subject however 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 State Statutes and Federal law and departmental guidelines;

(o) Take law enforcement action as required. As soon as practical, the SRO shall make the Principal aware of such action. At the 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 Department in matters regarding his/her 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 Attorney, etc.);

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

(r) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the Principal 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, truancy, 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 activity 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 School personnel shall report all law infractions to the SRO.

### **ARTICLE IV**

4.1 The 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 section 1002.221, Florida Statutes, 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 as close to the Principal's office as possible. 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 this Agreement, as set forth in Section 6.2, below. The amount of contribution by the parties may be renegotiated each year of this Agreement, as long as the amount of the 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 and shall apply to any applicable school year. If there are no re-negotiations for any agreed upon school year, the immediately previous school year's price shall be the renewal price subject to a five percent (5%) increase each year of the Initial Term, as set forth in Section 6.2. For the avoidance of doubt, the schedule in Section 6.2 sets forth the default increases during the Initial Term, however, that is subject to re-negotiations and the Collective Bargaining unit negotiations. The City reserves the right to audit the School's records related to funding for purposes of this Agreement. The School shall also provide the City the State reimbursement amount it is to receive by June 1 of each year.

6.2 For the Initial Term, the School shall pay the City a flat, annual rate according to the schedule below, subject to the re-negotiation and the Collective Bargaining provisions in 6.1:

School Year	Annual Rate
2025-26	\$70,000.00
2026-27	\$73,500.00

2027-28	\$77,175.00
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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 SRO use 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 feels that the SRO is not effectively performing his or her duties and responsibilities, as outlined in § 1006.12, Florida Statutes, the Principal shall recommend, in writing, to the to the Chief of Police, or his/her designee, that the SRO be removed, stating the reasons for such removal. Upon receipt of such recommendation, the Chief or his/her designee may meet with the SRO, his or her immediate supervisor, the Principal, and specified members of the School staff, in an attempt to mediate or resolve any problems which may exist. If mediation is unsuccessful, or if the Chief 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 a SRO, or in the case of long-term absences by a 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 § 119.0701, Florida Statutes.

**9.2 IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS VIA THE CITY CLERK: 121 SW PORT ST. LUCIE BLVD., PORT ST. LUCIE, FL 34984, (772) 871 5157, PRR@CITYOFPSL.COM. IF THE CITY 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 SCHOOL'S CUSTODIAN OF RECORDS, COLLETTE**

**D. PAPA, ESQ. ATTN: MARJORIE BENET, 500 SW BETHANY DRIVE  
PORT ST. LUCIE, 34986, (305) 669-2906,  
MBENET@ACADEMICA.ORG.**

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 non-breaching party.

## **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 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 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 Chief of Police's Office.

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

12.3 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. Each party shall indemnify and save the other party harmless from and against, and shall reimburse the indemnified party for all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, contract, or otherwise including attorney's fees and costs for any act or neglect of the indemnifying party in connection with the respective party's obligation under this Agreement. Nothing contained herein is intended nor shall be construed to waive the City's or School's rights and immunities under common law or section 768.28, Florida Statutes, as may be 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.

12.4 The parties consent solely to a state or federal 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 to 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,  
725 NW California Boulevard,  
Port St. Lucie, FL 34986

**ARTICLE XIII**

13.1 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.

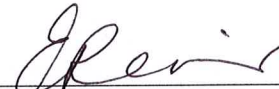
13.2 This Agreement constitutes the final written expression of all the terms of this Agreement, and is a complete and exclusive statement of those terms.

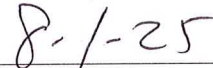
IN WITNESS WHERE OF, the parties have caused this Agreement to be signed by their duly authorized officers.

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: